

Art. 1. Validity and acceptance of these terms and conditions.

The current terms and conditions are applicable to all the agreements between ODICE and its customers, except when special terms and conditions or agreements stipulate otherwise. These conditions are regarded as accepted by the customer, even when they are contrary to his or her own general or special purchasing conditions. The latter only have binding effect upon ODICE when it explicitly accepted them in writing.

Art. 2. Offers and orders

2.1. All orders placed by Customer are subject to acceptance by ODICE. Order shall only be final when ODICE (Seller) has confirmed it in writing in the form of an order acknowledgement including list of products ordered, prices and date of delivery.

Orders may not be cancelled or rescheduled without Seller's written consent.

2.2. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased.

2.3. All the offers and price are only of an informative nature and do not legally bind ODICE. The prices of ODICE products can be changed without notice.

Art. 3. Price

Unless otherwise stipulated in the acknowledgement of receipt of the order, our offer shall be deemed to be made under EXW Marly (Incoterm 2020). All taxes, custom duties or other duties or fees in connection with the import formalities into the customer country shall be borne solely by the Customer and are not included in the price.

Minimum Order Amount is 300 EUR transport costs excluded.

Art. 4. Payment conditions

As general cases, payment shall be made by the Customer by bank transfer in euros with Proforma invoice or at 30 days end of the month or 45 days end of the months or 60 days from the date of invoice. However, payment conditions will be definitely confirmed on the order confirmation.

Art. 5. Interest in case of delayed payment

Unless otherwise provided, the default payment of whole or part of the price at the due date shall lead and without prior formal notice, the following results, in accordance with Article L. 441-6, I of the French Commercial Code:

- Interests for late payment shall be applicable to the Customer on the amount owing at a rate equal to the rate of funding applied by the European Central Bank, to which it will add a rate of 10% points; any interest shall accrue from the date on which the contested amount becomes due without the necessity of a reminder;
- ODICE shall be entitled to demand the payment of a fixed indemnity in the amount of EUR 40.00 as recovery costs;
- As penalty clause, EUR 150 will be applied for any delayed payment for covering debt recovery expenses.
- The Customer shall be bound to reimburse to ODICE any expenses resulting from the unpaid balance, such as bank charges, protest charges and stamp duties.

Art. 6. Retention of title

Notwithstanding delivery and the passing of risk, the goods remain the property of ODICE until the complete payment of the price.

The goods subject to reservation of title may not be pledged to third parties or assigned as collateral before the full payment. The buyer undertakes to notify ODICE in writing without delay if an application is filed for the opening of insolvency proceedings or in case of any accesses to our goods.

In the event that the goods are not withdrawn, within 2 months following notification of the availability of the products, ODICE shall authorise the goods to be reinstated in its stocks in order to resell them to other customers. As compensation, a penalty equal to 30 % of the invoice amount will be applied as stocking fees.

Art. 7. Delivery

Unless otherwise stipulated in the order confirmation, our offer shall be deemed to be made under EXW (Marly) INCOTERMS 2020

At the customer request and with ODICE written agreement other delivery and INCOTERM conditions can be defined.

Depending on production load, the lead-time will be confirmed at the order confirmation and delivery may take place in several batches.

Delivery dates indicated by ODICE are given as a general guide only and are not binding. The overrunning of the delivery dates shall neither give grounds for cancellation of the order or termination of the Contract, nor give rise to a right to compensation. It shall be the duty of ODICE to notify the Customer of this delay as soon as possible.

In the event that the transport is carried out by one of ODICE's transport service providers, the Client undertakes to check the condition of the goods on delivery and to indicate his/her reservations on the delivery note. In accordance with the rules and conventions of international transport, the Client must also notify the carrier in writing of a justified protest within 7 days of receiving the goods and inform ODICE in writing.

Art. 8. Conformity and quality of the goods

8.1. The Customer shall examine the goods as soon as possible after their arrival at the place of business of the Customer or any other agreed place of examination and shall notify the Seller in writing of any lack of conformity, specifying the nature of the lack of conformity of the goods within a reasonable time from the date when the Customer discovers or ought to have discovered the lack of conformity.

In any case the Customer shall have no remedy for lack of conformity if it fails to notify the Seller thereof within 8 days from the date of arrival of the goods at the place of business of the Customer or the otherwise agreed place of examination, if any.

8.2. Products will be deemed to conform to the contract despite minor discrepancies, which are usual in the particular trade or through course of dealing between the parties.

8.3. Where goods are non-conforming, ODICE shall analyse the causes of non-conformity without unreasonable delay and replace the goods with conforming goods, without any additional expense to the Customer.

A new lead-time will be given to the Customer for the replacement of the products.

8.4. The products benefit from quality standards certifications and technical studies. The Customer has a warranty for the Products during 12 months from delivery date. However, some products can have a less length durability time. For these products the warranty time cannot be longer than the expiry date. The durability of the products is specified in the products technical sheets, products labels and packaging.

8.5. In order to benefit from the warranty the customer should have respected the storage, transport and use recommendations of ODICE indicated in the technical datasheets and other

instructions to be found in the ODICE products operating manual. Products shall also be kept in their original packaging during storage.

The Customer shall send also photos of the products showing the batch number, the expiry date and other information allowing ODICE to confirm the warranty.

As general cases, the customer should pay particular attention to protect the products from water, high atmospheric humidity. ODICE do not assume any warranty for damages, which are due to unsuitable or improper use and storage, incorrect assembly by the customer or third parties as well as wear and tear.

Art. 9. Force majeure

Any circumstances beyond ODICE control, which could not reasonably have been expected and which could not reasonably have been avoided, preventing the normal performance of the Contract shall be considered as Force majeure grounds for exoneration from its obligations.

If ODICE seeks relief on Force majeure basis, the company shall inform the customer of such impediment immediately and its effect on ODICE ability to perform its obligations

Force majeure cases include but is not limited to, strikes, war, riots, terrorist attack, fire, pandemic, extreme weather conditions.

Where a force majeure intervenes responding to the above given definition, the time for the contract's execution is prolonged for a period of time corresponding to the event's duration.

This does not include any payment of damages and interest or a penalty for the delay.

However, if the above mentioned circumstances do persist for a period of time of 60 days, each party can terminate the contract without any payment of damages and interest.

Art. 10. Confidentiality

The Customer undertakes to treat as confidential all information and technical and commercial documents as well as all objects entrusted to him by ODICE and he is prohibited from disclosing and/or transmitting in any form to third parties, except prior written consent of ODICE.

Art. 11. Personal data: GDPR compliance

As part of the business relations between ODICE and its customers, each party is caused to collect certain personal data relating to the other party's employees or to consumers in contact with such other party.

In accordance with the amended French Data Protection Act (loi « Informatique et Liberté » n°78-17 du 6 janvier 1978), with the GDPR (European Regulation n°2016/679, dated 27 April 2016) and other applicable regulation, we hereby inform our customers that:

- Personal data are collected for the following purpose:

in order to enable negotiation, performance and monitoring of the sale as a subject of these general conditions;

- We only collect data which are necessary to such purposes, on the basis (i) of the sale subject to these general conditions and the commercial relationship continuity (contractual relations), (ii) of our legal obligations in this respect. As regards delivery of mailing, our processing is based on ODICE legitimate interests.

- The data are retained for the time required for the performance (maximum of 3 years) of the purposes of the abovementioned processing, including legal civil, commercial, administrative or criminal prescriptions. To the extent of legal obligation or archiving purposes, they shall be deleted upon expiration of such

period or, as regards commercial mailing, until your possible objection.

- The customer or the person concerned by such processing has a right to access, to rectify or to erase the personal data and to object to the processing operated on these data. They may exercise their rights by contacting ODICE

- By email: dpo@odice.com

- By post: ODICE - Z.A.E. Les Dix Muids, rue Lavoisier, FRANCE-59770 MARLY

The customer or the person concerned by such processing has the right to lodge a complaint with his local supervisory authority (e.g. : in France CNIL, www.cnil.fr)

- ODICE established required technical, legal and organisational measures in order to warrant the legality of such processing, including in particular, confidentiality, and security integrity of customers' data.

- The customer or the concerned person may access to ODICE's detailed privacy policy at : <https://odice.com/EN/odice-legals.html>

According to these general conditions, the customer is required to grant ODICE the same guarantee level as regards personal data, and shall only process personal data of ODICE' employees as required for the performance of the sale subject to these general conditions, and in compliance with the applicable laws, including GDPR or national laws of the Customer.

Art. 12. Disputes resolution and applicable law

12.1. Any dispute relating to the interpretation and performance of these terms and conditions shall be governed by French law. The application of the Vienna Convention on International Sale of Goods and conflict of law rules are explicitly excluded.

12.2. In a first attempt the parties shall try to find an amicable solution to their dispute within 30 days from the dispute notification in writing by one of the parties'. The requesting party shall notify to the other the outcome. In case of negative outcome, the dispute shall be settled as defined under article 12.3.

12.3. Unless otherwise agreed in writing, all disputes arising out or in connection with the present Contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.