

Rev.4 NF 07.09.22  
LAVOISIER COMPOSITES SAS  
General Terms and Conditions of Sale

1. Definitions, offer, acceptance:

"**Affiliate(s)**" means any entity that controls, is controlled by, or is under the common control of, respectively, Lavoisier Composites SAS or the Customer, where the term control is to be interpreted within the meaning of Articles L 233-1, L 233-3 and L 233-4 of the French Commercial Code, whether such control is direct or indirect.

"**Customer**" means the purchaser of the Product.

"**Order**" means a purchase order or other offer or acceptance by the Customer.

"**Order Confirmation**" means the confirmation of an Order by Lavoisier Composites SAS or of an offer by Lavoisier Composites SAS to a Customer.

"**Lavoisier**" means Lavoisier Composites SAS, the seller of the Product hereinafter defined as the issuer of these General Terms and Conditions of Sale.

"**Party or Parties**" means either Lavoisier Composites SAS or/and the Customer.

"**Product(s)**" means the good(s) being sold and/or the provision of a service as described in the Order Confirmation. "

2. Application:

In accordance with Article L 441-6 of the French Commercial Code, these General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the Parties.

These General Terms and Conditions of Sale shall apply without restriction or reservation to all Orders that may be placed with Lavoisier Composites SAS by the Customer (whether by mail, fax, e-mail or any other written means or by online data exchange) concerning the Product sold by Lavoisier, to the exclusion of any other condition that the Customer may attempt to impose, in particular its general terms and conditions of purchase, or to incorporate, or that may be implicitly derived from commercial practices, customs, practice or commercial relations between the Parties.

In accordance with the regulations in force, these General Terms and Conditions of Sale are systematically communicated to any Customer who requests them, to enable him to place an order with Lavoisier Composites SAS.

Any order of Products implies, on the part of the Customer, the acceptance of these General Terms and Conditions of Sale and of the general terms of use of the Lavoisier Composites SAS website for electronic orders.

The information contained in the catalogues, leaflets and price lists of LAVOISIER COMPOSITES SAS is given for information only and may be revised at any time.

In accordance with the regulations in force, Lavoisier Composites SAS reserves the right to derogate from certain clauses of these General Terms and Conditions of Sale, depending on the negotiations conducted with the Customer, by drawing up Special Terms and Conditions of Sale. Any quantity of Product ordered by the Customer and confirmed by Lavoisier Composites SAS may not be modified or cancelled by the Customer under any circumstances, except with the express prior written consent of Lavoisier Composites SAS.

3. Prices:

Orders are accepted on the following terms: (a) payments must be made in the currency indicated in the Order or Order Confirmation; (b) prices are expressed without taking into account sales, value added, service, or excise taxes, or any other similar taxes that the Customer shall be required to pay to Lavoisier Composites SAS at the applicable rate; and (c) the costs and duties related to customs import formalities, costs related to non-standard packaging, costs related to certificates of origin, consular invoices or similar documents, shall be borne by the Customer (unless otherwise provided for in the agreed Incoterm<sup>®</sup> 2010).

#### 4. Payment:

The sale price is due and payable in full within thirty (30) days of the date of issue of the invoice or on any other date that Lavoisier Composites SAS may agree in writing with the Customer, in compliance with applicable law. The date of payment shall constitute an essential condition for the execution of the Order. In the event of late payment, the Customer shall pay late payment interest to Lavoisier Composites SAS at a rate of 10 percentage points above the rate set by the European Central Bank on its most recent refinancing operation. This late payment interest shall run on a daily basis from the due date until the actual date of payment of the amount due, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. If Lavoisier Composites SAS finds: (i) that the Customer's financial situation has significantly worsened, or (ii) that there is a change of control in the Customer, or (iii) upon the failure of the Customer (or an Affiliate of the Customer, if any) to pay any amount due to Lavoisier Composites SAS by its due date, or (iv) upon the occurrence of any other risk factor that would or would be likely to impair, in the reasonable opinion of Lavoisier Composites SAS, the Customer's ability to pay in accordance with the contractual requirements, then Lavoisier Composites SAS shall be entitled to specify new payment terms which shall cancel and replace the payment terms specified by these General Terms and Conditions of Sale or in the Special Terms and Conditions of Sale negotiated with that Customer.

A fixed indemnity for collection costs, amounting to 40 euros, shall be due, automatically and without prior notification by the Customer in the event of late payment. Lavoisier Composites SAS reserves the right to ask the Customer for additional compensation if the collection costs actually incurred exceed this amount, upon presentation of the supporting documents.

Payments shall be due in full, except as otherwise expressly agreed in writing by Lavoisier, without set-off, including without limitation, set-off under any Order subject hereto or any other contract between: (i) the Customer or any Affiliate of the Customer and (ii) Lavoisier Composites SAS, any Affiliate of Lavoisier Composites SAS, or their assigns.

Lavoisier Composites SAS reserves, until full payment of the price by the Customer, a right of ownership on the Products sold, allowing it to repossess said Products. Any deposit paid by the Customer shall be retained by Lavoisier as a lump-sum compensation, without prejudice to any other action that it may be entitled to take against the Customer as a result.

However, the risk of loss and deterioration shall pass to the Customer upon delivery of the ordered Products.

The Customer therefore undertakes, at its own expense, to insure the Products ordered, in favour of Lavoisier, by an ad hoc insurance policy, until the complete transfer of ownership and to justify this to Lavoisier upon delivery. Failing this, Lavoisier shall be entitled to delay the delivery until the presentation of this proof.

#### 5. Delivery:

(a) Except to the extent that the Customer and Lavoisier Composites SAS expressly agree otherwise in writing: (i) the place of delivery of the Product shall, unless otherwise agreed, be the manufacturing plant of Lavoisier Composites SAS and (ii) the risk of loss, obligations and costs shall pass from Lavoisier Composites SAS to the Customer in accordance with the applicable Incoterm. Subject to the application of the aforementioned retention of title clause, the transfer of ownership of the Product to the Customer, for each shipment, shall take place at the same time as the transfer of risks as provided for by the applicable Incoterms rule.

(b) Lavoisier Composites SAS shall use reasonable endeavours to meet the Delivery dates set out in the Order or the Order Confirmation.

(c) Lavoisier Composites SAS reserves the right to deliver the quantities indicated in its Order Confirmation, with a tolerance not exceeding plus or minus ten percent (10%). In the event of such a deviation in quantity, payment shall be based on the quantity actually delivered and the unit price fixed in the Order Confirmation. Lavoisier Composites SAS reserves the right to ship such a quantity (with or without a quantity difference) up to five (5) working days before the agreed shipping date.

The Customer may not refuse a delivery made with a quantity deviation or a modified shipping date in accordance with this Article 5c.

(d) The Product is shipped in packaging that Lavoisier Composites SAS considers to be standard commercial packaging. Where special packaging or export packaging is requested, or if in the opinion of Lavoisier Composites SAS these are necessary, then the costs shall be added to the price of the Product.

(f) The Customer shall have five (5) days from Delivery to inspect the Product and notify Lavoisier Composites SAS in writing of any defects found in the Product. The Customer shall be deemed to have accepted the Product if he has not notified Lavoisier Composites SAS of any apparent defect within this period. The Customer may not retain or delay payment for the Product pending inspection and/or for which a notification of defective Product is being processed, as the case may be. In the event of a defective Product validly notified by the Customer to Lavoisier Composites SAS in accordance with the above stipulations, remedies are limited to those listed in Article 6 below.

#### 6. Limited warranty and remedies:

(a) Unless otherwise stated in the Order Confirmation, Lavoisier Composites SAS warrants that the Product will be manufactured in accordance with the specifications precisely agreed between Lavoisier Composites SAS and the Customer, or with the specifications in force applied by Lavoisier Composites SAS for said Product. The obligation of Lavoisier Composites SAS under this warranty is limited to defects in the Product and in the manufacture of which it has been notified in writing: (a) within twelve (12) months of the Delivery of the Product or (b) during the life of the Product, whichever is shorter.

The sole and exclusive remedy for breach of this warranty shall be limited, at Lavoisier's discretion, to either: (i) a refund of the original purchase price of the defective Product, or (ii) the replacement or repair, by Lavoisier, of such defective Product, together with payment of any transportation costs incurred by the Customer in order to deliver the defective Product to Lavoisier, and then those incurred in securing Delivery of the repaired/replaced Product to the Customer. The Customer is in any case responsible for the costs of assembly and disassembly. Lavoisier Composites SAS shall not be held responsible for the non-conformity of the Product with the warranty provided for in this Article, in the following cases:

("Warranty Exclusions"): (a) the Customer continues to use the Product after notification of the defect as provided above; (b) the defect results from the Customer's failure to comply with Lavoisier Composites SAS's oral or written instructions concerning the storage, commissioning, installation, use and maintenance of the Product or (in the absence thereof) with the rules of the trade applicable to such matters; (c) the defect results from compliance by Lavoisier Composites SAS with any drawings, models or specifications provided by the Customer; (d) the Customer transforms, modifies or repairs the Product without the prior written consent of Lavoisier Composites SAS; (e) the defect results from normal wear and tear, deliberate destruction, negligence, or abnormal storage, working conditions or environment, including temperature and humidity conditions. This warranty is limited to the Product supplied and does not include any liability or obligation for the removal or replacement of structures or other parts of the equipment necessary to accomplish the repair or removal of the Product.

(b) Unless otherwise agreed between the Parties, all other warranties are excluded from these Terms and Conditions.

(c) The Customer hereby acknowledges that it has the expertise and knowledge necessary for the intended use of the Product and any items that may be made from it, and assumes all risk and liability arising from the use of the Product, whether used alone or in combination with other materials.

(d) In the case of an Order for a particular transformation (including, without limitation, pre-treatment, machining or shaping) to be carried out on a material supplied by the Customer, Lavoisier Composites SAS limits itself to guaranteeing to the Customer that the transformation ordered will be carried out either in the manner specified in writing by the Customer or in such a way as to obtain the results specified in writing by the Customer. The Customer assumes the risks inherent in the material it supplies and which result from the model, materials or processes used prior to the transformation carried out by Lavoisier. In the event that the Customer's materials are damaged due to the negligence

of Lavoisier Composites SAS in its processing procedure, the sole liability of Lavoisier Composites SAS shall be limited to the amount of the costs of the processing carried out by Lavoisier Composites SAS on the damaged material. The Customer's claims under this Article must be made within twenty (20) days from the date of delivery.

(e) If the Customer resells the Product without making any transformation, the Customer warrants that all warranties and obligations granted by the Customer to any third party purchaser of the Product shall not exceed the obligations and liabilities that Lavoisier Composites SAS undertakes to guarantee to the Customer, as specified in these General Terms and Conditions of Sale. The Customer therefore undertakes vis-à-vis Lavoisier Composites SAS to indemnify, defend and hold it harmless from any liability and obligation vis-à-vis the said third party purchaser insofar as the liabilities and obligations granted by the Customer to the third-party purchaser exceed those granted by Lavoisier Composites SAS to the Customer.

#### 7. Excusable delay or non-performance:

(a) Lavoisier Composites SAS shall not be liable for any delay or failure in performance if caused by fire, flood, strikes, or other industrial disputes, accidents, epidemics, shortages of labour, materials or transport (whether declared or not), terrorist activities, riots, governmental orders or regulations (including any delay in the issuance of licenses, refusal or withdrawal of licenses by governmental authorities), legal interference or prohibitions, impractical business practices, excusable defects or delays of suppliers, or any other cause beyond the reasonable control of Lavoisier Composites SAS (each an "Event of Force Majeure").

(b) If, for any reason, Lavoisier Composites SAS is unable to supply the entire demand for Product due to an Event of Force Majeure, Lavoisier Composites SAS may allocate the available supply among all Customers, on such terms as Lavoisier Composites SAS deems fair and reasonable without incurring any liability for the resulting failure to perform. Lavoisier Composites SAS shall not be obliged to purchase from, or supply the Product to, any of its Affiliates in order to ensure the supply of the Customer.

#### 8. non-execution:

(a) In the event of non-performance, the Customer shall have the remedies provided for by the applicable law, except for the restrictions set forth in these General Terms and Conditions of Sale. The present General Terms and Conditions of Sale thus expressly exclude the legal regime of unforeseeability provided for in Article 1195 of the Civil Code for all sales of Products by Lavoisier to the Customer, each of whom therefore waives the right to rely on the provisions of Article 1195 of the Civil Code and the regime of unforeseeability provided for therein, undertaking to assume its obligations even if the contractual balance is upset by circumstances that were unforeseeable at the time of the conclusion of the sale, even if their execution would prove excessively onerous, and to bear all the economic and financial consequences thereof.

(b) Without prejudice to any other rights or remedies it may have, Lavoisier Composites SAS may, by written notice to the Customer, terminate any Order if: (i) the Customer is in breach (in whole or in part) of any of the terms of an Order with Lavoisier, and no steps have been taken to terminate it within a reasonable period of time, or (ii) Lavoisier Composites SAS has sufficient reason to doubt the Customer's ability to pay its debts as they fall due and payable, and the Customer is unwilling or unable to provide sufficient guarantees as to the performance of such payments.

(c) if the Customer is in default of payment of any amount due to Lavoisier Composites SAS, then, without prejudice to any other rights, Lavoisier Composites SAS shall be entitled to suspend all or part of the other Deliveries to be made under the Order or any other order placed by the Customer. Nevertheless, in such a case, the Customer shall remain bound by its obligations to Lavoisier Composites SAS under the Order or any other order. Lavoisier Composites SAS shall be entitled, in lieu of suspension, to terminate the Order or any other order placed by the Customer, and to claim damages from the Customer for breach of its obligations.

(d) The Customer agrees that in the event of the need for compulsory collection of any amount due and unpaid in respect of any Order, then Lavoisier Composites SAS shall be entitled to recover the legal and other collection costs reasonably incurred.

#### 9. Limitation of liability:

(a) This Clause summarises the entire financial liability of Lavoisier Composites SAS (including any liability arising from the acts or omissions of its employees, representatives or sub-contractors) to the Customer in respect of: (a) any breach of these Terms and Conditions of Sale (and any Order arising therefrom) occurring in any way; (b) any use or resale of the Product by the Customer, or any component part of the Product; and (c) any statement, representation, tortious act or omission (including negligence) relating to or arising from these Terms and Conditions of Sale.

(b) Nothing in these General Terms and Conditions of Sale shall limit or exclude the liability of Lavoisier Composites SAS (a) for death or personal injury caused by its negligence; or (b) for fraud or misrepresentation; or (c) for the payment of the indemnity specified in Clause 9d, or (d) if such liability cannot be limited or excluded by law.

(c) Without prejudice to Clause 9b, in no event shall Lavoisier Composites SAS be liable to the Customer, whether in contract or tort (including negligence), or for damages, breach of statutory duty or misrepresentation, or otherwise for (a) any loss of profits (b) any loss of income; (c) any loss of business; (d) any loss of business opportunity; (e) any loss of anticipated savings; or (f) any special or consequential damages, arising out of or in connection with these Terms and Conditions.

(d) Without prejudice to Articles 9a and 9b above, the entire liability of Lavoisier Composites SAS to the Customer (including the liability of any Lavoisier Affiliate), arising out of or in connection with these General Terms and Conditions of Sale, resulting from its contractual liability, its liability in tort (including negligence), compensation, breach of statutory duty or misrepresentation, or otherwise, shall in no event exceed the cost of replacing the defective Product as provided for in Section 6a) and fifteen percent (15%) of the amount paid by the Customer in respect of such Product in the twelve (12) months preceding the date of the claim.

(e) The liability of Lavoisier Composites SAS shall not exceed, under any circumstances and for any reason whatsoever, the compensation ceilings applicable to it under the terms of the insurance policy taken out for this purpose with a reputable insurance company.

#### 10. Infringement of the intellectual property rights of third parties:

Intellectual property rights in these General Terms and Conditions of Sale refer to patents, trademarks, copyrights, design rights and trade secrets, protected or issued on the territory of the European Union: Lavoisier Composites SAS undertakes to defend, hold harmless and protect the Customer against any lawsuit or proceedings brought against the Customer concerning the direct infringement of a valid European intellectual property right, or a valid claim based on such right, which is undertaken as a result of the manufacture, sale and supply of a Product, provided that Lavoisier Composites SAS is promptly notified in writing and is provided with the authority, information and assistance necessary to carry out such defence. Lavoisier Composites SAS shall not be liable for any indirect infringement of a valid European intellectual property right in connection with the manufacture, sale and supply of a Product, or the end use or applications of a Product.

In the event that such Product is declared, in the context of such direct infringement proceedings, to constitute an infringement and the Customer wishes to continue to use it, Lavoisier Composites SAS may, at its own expense and at its own discretion, either: (a) obtain from the Customer the right to continue to use the said Product, (b) replace the Product with another non-infringing product, (c) modify the Product so that it no longer constitutes an infringement, or (d) withdraw the Product and refund the purchase price and the related transport costs.

Notwithstanding the first sentence of this Article, the Customer undertakes to indemnify, defend and hold harmless Lavoisier Composites SAS from any liability and against any expense or loss arising from or related to the direct or indirect infringement of a third party's European intellectual property right, which results from the manufacture, sale and supply by Lavoisier of Product manufactured, supplied

or used in accordance with the models, custom-made products, specifications, instructions, end-uses and applications supplied or transmitted by the Customer. Lavoisier Composites SAS shall not be obliged to guarantee, shall not be liable for, and shall have no obligation to defend the Customer in respect of any claim for infringement which is based on: (i) the combination of the Product with other goods by the Customer; (ii) the modification of the Product by the Customer; (iii) the use of the Product contrary to the instructions provided by Lavoisier Composites SAS; or (iv) in the event that the claim arises from Lavoisier Composites SAS' compliance with the Customer's written specifications. The provisions on limitation of liability in Article 9 shall apply to the maximum liability of Lavoisier Composites SAS with respect to the infringement of the intellectual property rights of a third party.

#### 11. Severability:

If any term or provision of these General Terms and Conditions of Sale is held to be invalid, illegal or unenforceable, these General Terms and Conditions of Sale shall remain in full force and effect and such term shall be deemed null and void and shall be replaced by a term which, to the extent possible, is enforceable and reflects the intent of the Parties as set forth herein.

#### 12. Technical advice:

The technical advice provided by Lavoisier Composites SAS concerning the use of its Product is given "as is" for information purposes. Lavoisier Composites SAS has no obligation and incurs no liability as a result of the advice given or the results obtained thanks to said advice accepted by the Customer at his own risk. It is the Customer's responsibility to carry out trials and/or tests to ensure that the advice provided by Lavoisier Composites SAS really meets its needs.

#### 13. Returns:

Returns may only be made with the prior authorisation of Lavoisier Composites SAS and in accordance with its written instructions. Product returned without Lavoisier Composites SAS's prior authorization or in violation of its instructions may be refused by Lavoisier Composites SAS at its sole discretion and at the Customer's sole risk. The Customer shall bear all shipping costs, corresponding surcharges including storage, customs clearance, ground transportation, and any other costs inherent to unauthorised returns.

#### 14. Information on the Product :

The Customer acknowledges having received and being sufficiently familiar with the labelling and documentation of Lavoisier Composites SAS relating to the Product and its properties. The Customer undertakes to pass on this information to its employees and to any other person, including its customers, likely to handle, process or sell the Product, and to advise them to take note of it.

#### 15. Ownership of data and processes:

All intellectual property rights, whether or not protected or secured, registered or not, including inventions, discoveries and improvements developed by Lavoisier Composites SAS in the performance of its obligations under these General Terms and Conditions of Sale are, shall be and remain the property of Lavoisier Composites SAS.

#### 16. Disputes:

All disputes, controversies or claims arising out of or in connection with these Terms and Conditions of Sale shall, by written notice, first be submitted to each of the Parties, who shall consult in good faith with a view to resolving the dispute amicably before commencing any litigation. The notice shall describe in detail the nature of the claims or the issue at stake in the dispute, and shall designate the representative of the said Party ("Initial Notice"). The other Party shall have a period of fifteen (15) working days from receipt of the Initial Notice to appoint its representative and to add any other issues or claims to be resolved which were not raised in the Initial Notice. The Parties shall have forty-five (45) days from the date of the Initial Notification to resolve the disputes raised by the notifications.

#### 17. Applicable law and jurisdiction:

The rights and obligations of the Parties under these General Terms and Conditions of Sale shall be governed by French law, irrespective of the provisions relating to conflicts of law. The Parties hereby expressly agree that any legal action between Lavoisier Composites SAS and the Customer relating to the sale of Product, an Order, an Order Confirmation, or these General Terms and Conditions of Sale, shall be exclusively subject to the jurisdiction of the courts of Lyon (France). The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchase made by the Customer from Lavoisier Composites SAS or any of its Affiliates, nor to any dispute arising therefrom.

#### 18. Compliance with laws, export controls and anti-corruption:

These General Terms and Conditions of Sale and any Order are subject to and conditional upon Lavoisier Composites SAS' ability to supply the Product in compliance with any applicable law relating to the import and export of goods ("Export Control Laws"). The Customer shall, in any case, comply with all laws and regulations applicable to the performance of its obligations hereunder and shall inform Lavoisier Composites SAS, if applicable, of any regulations that may be applicable. In addition, it shall not do anything that may result in Lavoisier Composites SAS or its Affiliates being held liable under the applicable law. Neither Party shall be required to do or refrain from doing anything that is not permitted or sanctioned by such laws.

The export and/or re-export of goods and related technical information under any Order may be subject to Export Control Laws and may require an export license or authorization. In such case, the Customer shall be responsible for applying for and obtaining all required export licenses and authorizations, and shall provide the documents relating to such licenses and authorizations upon request by Lavoisier Composites SAS. The Customer shall be responsible for the validity and compliance with all applicable export declaration requirements.

Lavoisier Composites SAS does not guarantee that licences will be issued or that their validity once issued will be maintained. If the sale, resale or export of the Product requires an authorisation or licence from the country from which the Product is shipped, the execution of the Order by Lavoisier Composites SAS is conditional upon the granting of such authorisations and/or licences. Lavoisier Composites SAS may cancel any Order if such authorisations and/or licences are refused or may delay shipment until such authorisations and/or licences are obtained, without incurring any liability whatsoever. The Customer undertakes not to export or re-export, directly or indirectly, any Product or technical information received directly from Lavoisier Composites SAS or incorporated in other products, to any destination if such exports or re-exports violate the Export Control Laws. The Customer agrees to cooperate with Lavoisier Composites SAS in obtaining and validating any licence, and to comply with any conditions that may be provided for therein. The Customer undertakes to indemnify, defend and hold harmless Lavoisier Composites SAS from any liability arising from any breach of the Customer's obligations under this Article 18.

#### 19. Inspection:

Subject to Clause 18, if an acceptance inspection by the Customer is required, it shall be carried out within a reasonable time upon written notice, at reasonable times and access to the premises and the area of the plant site shall be limited to persons authorised by Lavoisier.

#### 20. Code of Professional Conduct:

Lavoisier Composites SAS expects the Customer to adopt and comply with principles or a code of professional ethics consistent with its business. As a minimum, the Client shall establish the basic standards by which it will comply with all relevant laws and regulations and may set out its policies relating to health and safety in the workplace, labour standards required by local law and regulations, environmental and resource protection, product safety, and anti-corruption;

Any action by the Customer which constitutes a breach of this Article 20 shall be considered a material breach of these General Terms and Conditions of Sale and Lavoisier Composites SAS may, at its sole discretion, terminate this Agreement or any Order for cause.

21. Modifications:

If the Customer requests a modification of an Order, Lavoisier Composites SAS may, at its sole discretion, accept such modification. If such modification results in an increase or decrease in the costs associated with, or the time required to perform any part of the work under this Order, then the selling price and/or the agreed Delivery shall be equitably adjusted, and the Order modified accordingly. Such equitable adjustment shall include payment for stock rendered obsolete by such modification duly justified by Lavoisier. Lavoisier Composites SAS shall assert any claim for adjustment within ninety (90) days from the date of receipt of the modification or change.

22. Assignment:

Neither Party may assign its rights or delegate its obligations under an Order, in whole or in part, without the prior written consent of the other Party, except for Lavoisier Composites SAS which may freely assign its rights and/or delegate its obligations under an Order to any of its Affiliates, or following the merger, consolidation, reorganisation, voluntary sale or assignment of its assets. Lavoisier Composites SAS may assign any right to receive funds from the Customer to any financial institution of its choice.

23. Entire agreement:

These General Terms and Conditions of Sale contain all the terms and conditions relating to the purchase and sale of the Product supplied under an Order. No other agreement, modification of an Order, quotation or confirmation intended to modify these General Sales Conditions shall be binding on Lavoisier Composites SAS unless it has been made in writing and signed by Lavoisier Composites SAS. Any sample that may have been presented to the Customer is for the sole purpose of illustrating the type and general quality of the products, and not to assert that the Product would necessarily conform to the sample.

24. No third-party beneficiaries:

These General Terms and Conditions of Sale shall inure solely to the benefit of Lavoisier Composites SAS and the Customer, and their respective Affiliates, assigns and successors, and no term or condition hereof shall confer upon any other person or entity any right at law or in equity, any benefit or remedy of any kind.

25. Personal data:

The collection of personal data by Lavoisier Composites SAS which are disclosed by the Customer, where applicable, during the processing of an Order, or within the framework of the use of the Lavoisier Composites SAS website, is solely intended for the appropriate processing by Lavoisier, of Orders, sales and Deliveries, in order to manage the commercial relationship and/or to best meet the Customer's expectations. The personal data disclosed by the Customer shall be included in a personal data file owned by Lavoisier Composites SAS in accordance with the applicable laws and managed by Lavoisier Composites SAS.

The Customer agrees to the use of this data by Lavoisier Composites SAS for the above-mentioned purposes.

The data may be kept for the duration of the limitation period of the liability action against Lavoisier. The Customer has the right to access, rectify, portability, delete and oppose the processing of his personal data, as well as the right to request restrictions on the processing of his personal data, upon written request sent to Lavoisier Composites SAS at the following address Lavoisier Composites SAS - 25 T, Quai Pierre Sémar / Technicentre SNCF Bat.10 / 69350 La Mulatière FRANCE.

The Customer may also object to the processing of data concerning him/her and has the right to withdraw his/her consent at any time by informing Lavoisier, by mail, at Lavoisier Composites SAS - 25 T, Quai Pierre Séward / Technicentre SNCF Bat.10 / 69350 La Mulatière FRANCE.

The Customer shall inform Lavoisier Composites SAS of any changes to his personal data, and he shall be solely responsible for the truthfulness and accuracy of the data provided.

The Customer may at any time lodge a complaint with the competent supervisory authority.

#### 26. Confidentiality:

(a) Lavoisier Composites SAS or the Customer undertakes, at any time during the performance of an Order, and for a period of twenty (20) years from the end of the relevant Order, not to disclose to any person, any confidential information relating to the business, Product, specifications, affairs, customers or suppliers of the other Party or any Affiliate of the Party, except as permitted by Article 26b.

(b) Lavoisier Composites SAS or the Customer shall be entitled to disclose the other Party's confidential information (i) to its employees and officers who need to know such information for the exercise of the Party's rights or the performance of its obligations under or in connection with these General Terms and Conditions. Lavoisier Composites SAS or the Customer, as the case may be, shall ensure that its employees and officers to whom the other Party's confidential information has been disclosed comply with this Article 26; and (ii) as may be required by law, by a court of competent jurisdiction or any other governmental or regulatory authority.

(c) Under no circumstances shall Lavoisier Composites SAS or the Customer use the other Party's confidential information for any purpose other than the exercise of its rights or the performance of its obligations under or in connection with these General Terms and Conditions of Sale.

#### 27. Acceptance by the Client

The present General Terms and Conditions of Sale are expressly agreed and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and therefore waives the right to rely on any contradictory document, in particular his own general terms and conditions of purchase.

Lavoisier Composites SAS

Simplified joint stock company with a capital of 40,000 euros

Head office : 25 T, Quai Pierre Séward / Technicentre SNCF Bat.10 / 69350 La Mulatière FRANCE

R.C.S. LYON