



1 – PURPOSE: These General Terms (“GT”) set forth the conditions for the performance of services provided by our Company to any customer (“Client”) who is not an affiliate of Groupe Charles André. They are complemented by the applicable rates, and as the case may be by Specific Terms (“ST”), which prevail over these GT in case of conflict. Unless agreed otherwise in advance and in writing with our Company, the placing of an order and/or the delivery of goods to our Company amounts to the full acceptance by the Client of our GT in force at that time. Our Company’s GT and ST exclude any Client’s general purchase conditions and any other document unilaterally issued by Client. Our Company may modify at any time these GT, the new version of which will apply from the time of their communication to the Client by any means (including by posting on our website) and replace the previous versions. Any issue not dealt with in these GT is governed by the compulsory or supplementary legal or regulatory provisions, or the International Conventions, applicable on the date of performance of the services.

For any packaging service provided under the SEI Brand (hereinafter the “SEI Packaging Service”), these GT incorporate by reference and in full the Contractual Conditions Resulting from the Definitions, Performance and Guarantees Applicable to Industrial Packaging Bearing the “S.E.I” Brand (the “SEI Contractual Conditions”), which prevail in the event of contradiction on these GTC, and are available on: <https://www.seila.fr/page/statuts-et-reglements> or upon request from our Company. Client entrusting our Company with a SEI Packaging Service is deemed to have fully read and accepted the SEI Contractual Conditions.

2 – OBLIGATIONS OF THE PARTIES: Our Company will perform the services with the required care of a professional, according to the modalities (instructions, directives, specifications) indicated by Client and agreed with him in writing, and for the SEI Packaging Services according to the SEI Contractual Conditions.

Client provides to our Company all detailed information necessary for the performance of the services. In this respect, the Client holds our Company harmless from any claim or action resulting from any declaration, instruction, directive, specifications or document which is incorrect, incomplete, inapplicable or provided late. Performance deadlines for any service as indicated by our Company run only from the moment when Client has provided the instructions, information and information necessary for the performance of the service, as well as if necessary the required or agreed goods, premises and/or equipment. These deadlines are given for information purposes only and constitute for our Company only an obligation of means and not of result, which can only commit it to make its best efforts to achieve it without guaranteeing its realization.

3 – RATES: Quotes or proposals from our Company are valid, unless otherwise indicated, for thirty days following their issuance. Services are invoiced as per the prices based on such quotes or proposals, or on our Company’s applicable public rates as the case may be. Any order placed by the Client following a quote from our Company amounts to acceptance of such quote. The price of services, based on public rates or negotiated, is based on the information/orders provided by the Client, taking into account the conditions of these GT as well as the nature, complexity, quantity and volumes of the required services.

At our Company’s request, prices will be renegotiated at least annually: in the absence of agreement, our Company will be entitled to terminate the relationship with a 2 (two)-month notice. Also, prices may be subject to an automatic revision according to the modalities defined if necessary in the ST, quotes or offers, or more particularly with regard to fuel charges according to the legal provisions in force.

Our prices do not include duties, taxes or fees owed as per any regulations, including tax or customs regulations, which will be recharged to the Client.

4 – PAYMENT: In accordance with article L441-11 of the Commercial Code, services for road transportation of goods, freight forwarding or customs representation shall be paid within 30 days of the date of issuance of the invoice. Payment for other services shall also be due within 30 days of the date of issuance of the invoice. No discount will be granted for early payment. If an invoice is not paid by its due date, an interest equal to the refinancing rate of the European Central Bank, increased by 10 points of percentage, shall be immediately due without a reminder being required, as well as a flat-rate recovery fee of 40€ per unpaid invoice, in accordance with articles L441-10 and D441-5 of the Commercial Code. Any late payment will cancel any other agreed term of payment, so that any other sums owed to our Company shall become immediately due. In case of late payment, our Company reserves the right to suspend its contract with the Client and therefore suspend performance of the on-going services, as well as to refuse performance of new services, until full payment of all outstanding amounts. In any event, our Company may make the performance of any new service subject to full advance payment in respect to a Client with a track-record of late payment or default. For any late payment, the Client will also owe to our Company a penalty equal to 15% of the outstanding unpaid amounts, without prejudice to damages which our Company may claim. Under no circumstances may Client offset the amount of any alleged damage or claim against the price of our services.

5 - LIABILITY/INDEMNIFICATION: As a general rule, any Party shall be liable for the damages it causes and shall indemnify the tangible and intangible direct damages for which it is responsible. Any Party shall also be liable to third parties for tangible and intangible direct damages for which it is responsible, and shall hold the other Party harmless in relation to resulting claims.

In any event, our Company may only be liable for its proven breach or wrongdoing. Our liability shall be limited to the proven, direct and predictable damages, in accordance with the compulsory or supplementary legal or regulatory provisions, or the

International Conventions, applicable on the date of performance of the services, excluding any indirect damage. Save for another applicable threshold, such as those mentioned below in particular, our Company's liability shall not exceed 60,000 euros per event. Our Company must be immediately informed of any alleged damage and no intervention must be carried out that could interfere with a contradictory investigation of the claim.

5.1 Transportation: Our Company's liability is governed by articles L133-1 et seq. of the Commercial Code and the standard contracts (annexed to the Transportation Code) applicable on the date of performance of the services for national transports. It is governed by the CMR Convention of 19 May 1956, or other applicable International Conventions, for international transports.

5.2 Transport brokerage (commissionnaire de transport): Indemnification shall follow the rules and limitations set forth in the applicable standard contract. Our Company's liability for its substitutes shall not exceed such substitutes' liability. If the limitations of the substitutes' liability are unknown or do not result from compulsory or complementary provisions, they are deemed identical to the limitations set forth hereafter for our Company's personal liability. In case of a proven wrongdoing, our Company's personal liability shall not exceed the indemnification limits set forth in the standard contract for transport brokerage (*commissionnaire de transport*).

5.3 Packaging and Containers: Our liability is in any event limited to the direct material damage relating to the packaging or containers and to the packaged goods or materials, to the formal exclusion of any claim for commercial, moral or indirect damage. For any SEI Packaging Service entrusted to our Company, our warranty and liability are strictly defined and implemented in accordance with the SEI Contractual Conditions, whose limits of liability and/or warranty are fully applicable. Thus, for SEI Packaging Services our liability is limited, except for the risks which are borne by Client, to € 80 (*eighty euros*) per kilogram of goods entrusted or packaged, with a maximum of € 80,000 (*eighty thousand euros*) per indivisible mass, package, or box or frame, and a maximum of € 160,000 (*one hundred and sixty thousand euros*) per claim, without the compensation exceeding the initial value of the goods, including packaging and shipping.

For other services (excluding SEI Packaging Service) relating to packaging or container designed and/or supplied by our Company, any supply is guaranteed by our Company, for a maximum period of one year from delivery, against any defect in material or workmanship, under the following conditions. The implementation of this warranty must be notified to us by registered mail with acknowledgment of receipt upon delivery for apparent defects, and for other defects within one year of delivery. It is expressly agreed that our Company's liability is limited to the price of the supply recognized defective, or its replacement, at the choice of our Company. Excluded from this warranty are damages attributable to defective maintenance, abnormal use, modification not authorized by our Company, unsuitable conditions of storage, conservation or handling, or causes beyond the control of our Company (e.g. accident, theft, vandalism, natural event...).

5.4 Merchandise storage and other logistics services (order preparation, loading/unloading, labelling, etc...): The goods shall be packaged, wrapped (unless our Company has accepted to take charge of a merchandise in bulk) and marked so as to bear transportation and/or storage performed under normal conditions, as well as the handling steps required during the process. The goods shall not constitute any cause of danger for the driving and/or handling personnel, the environment, or the safety of goods or third parties. Client is solely responsible for the choice of packaging and its ability to bear transport and/or handling. The specificities of handling and storage conditions must be declared in writing and, in any event, appear clearly on the packaging. Acceptance of goods, the packaging of which does not fulfil the required conditions, cannot be construed as an assumption of liability by our Company. The fact that no reserves have been expressed at the takeover of the goods shall not prevent our Company from invoking at a later stage the absence, insufficiency or defectiveness of packaging.

For any damage whatsoever resulting from a wrongdoing in the performance of goods storage or other logistics services, our Company's liability shall not exceed 50,000 euros per event.

Damages caused by the quality or inner characteristics of the goods are borne by the owner of the goods or Client. In relation to such damage, the owner or Client waives any claim against our Company and its insurers and shall hold them harmless from any claim from third parties (including any lawyer's or consultant's fees). They shall procure an identical waiver and commitment from their insurers.

Any damage whatsoever, including in particular those resulting from theft, missing quantities, attack, fire, explosion, glass breakage, thunder, leakages, flooding or other natural events, affecting the stored goods, materials or equipment shall be borne by Client or their owner. They shall take care of the coverage of these risk by an appropriate insurance. They waive any claim against our Company and its insurers in this respect and shall procure an identical waiver from their insurers.

If our Company performs services on premises of the Client, the Client shall waive, and procure an identical waiver from its insurers regarding, any claim against our Company or its insurers in case of damage to the buildings, facilities, goods or materials at the Client's premises, resulting from fire, flooding, explosion or similar risks, occurring within or to the buildings, regardless of their cause or accountability.

5.5 Customs formalities and ancillary services: Customs formalities performed by our Company or its agents are performed under direct representation such as defined under Article 18 of the European Union Customs Code. The Client shall provide, upon request of our Company, a written power of attorney for direct representation naming our Company or its designated agents. In any event,

acceptance of these GT implies a mandate granted by Client to our Company to conclude in the name and on behalf of Client a contract for customs direct representation with the customs representative of our election. Client provides our Company, in due course, with the information necessary for the required formalities in relation to the customs obligations of Client with respect to the relevant goods, of which Client declares that it has full knowledge and control. Accordingly, our Company has no obligation of advice. Client also verifies that the goods comply with the rules for access to market. To this end, Client makes available to our Company any documents (tests, certificates, etc.) required by the regulations for the purpose of their access to market. Not providing the information and/or document necessary to the correct performance of customs formalities and/or to the justification of compliance with access to market rules expose Client to risks of sanctions and overcharges, for which is shall be solely liable (sanctions caused by incorrect application of customs regulations, delay in custom clearance, etc.). Client shall hold our Company harmless against any consequences caused by lacking, incorrect or inapplicable instructions and/or documents, such as additional duties and/or taxes, penalties, late interests, etc. Client shall also indemnify our Company for the consequences of controls performed by the competent authorities and the related charges, such as parking, surveillance or assimilated costs, etc. Our Company's liability in relation to customs formalities or ancillary services is limited to the price of the relevant service. If the said service is not charged separately, is included in a flat fee or is performed free-of-charge, our Company's liability shall not exceed 100 euros per event.

5.6 Delays: For any damage caused by a delay in the performance of any service whatsoever, our Company's liability shall not exceed the price of the relevant service (duties, taxes and other costs excluded).

6 – INTELLECTUAL PROPERTY RIGHTS: Our Company or its subcontractors retain full ownership of all their trademarks and distinctive signs, as well as inventions, plans, processes, drawings, models or other intellectual elements made or developed before or during the performance of their services, notwithstanding any communication of these elements. Consequently, the Client is prohibited in particular, under penalty of prosecution, from reproducing or having reproduced, in whole or in part, the trademarks, designs or models or any other industrial property right held by our Company or its subcontractors and/or transmitting to third parties any information of any nature whatsoever allowing the reproduction and/or total or partial use of these rights.

7 – SAFETY / RIGHT TO WITHDRAW: Client is solely responsible for indicating the work areas and locations, access and loading/unloading zones (hereinafter "**Work Zone**") and establishing the corresponding safety protocol. It shall also procure that the Work Zone is accessible under normal conditions for the planned service and take all safety measures necessary vis-a-vis the staff and equipment, in order to avoid any damage, such as road signs, interruption of power or fluid, blocking of overhead power lines, protection of pipes, consolidation of the ground and underground, etc. If agreed between the Client and our Company, the equipment is set up upon request and under the instructions of Client. Client shall provide all the authorizations and exemptions necessary for the performance of the services, in particular the administrative authorizations for parking on the road and driving. If the Work Zone presents a risk/danger for the staff and/or the equipment and/or third parties, our Company reserves the right to suspend or refuse the performance, in all or part, of the services. Any service ordered but suspended or not implemented due to a problem with conformity and/or dangerousness of the Work Zone or lack of the necessary authorizations will be charged. In any event, the Client guarantees our Company against all actions, claims, proceedings or disputes relating to the safety or regulatory conformity of the Work Zone and undertakes to indemnify our Company in full for any prejudice that it may incur, including any lawyer's or consultant's fees, regardless of whether our Company has exercised its right to withdraw.

8 – INSURANCE: Our insurers guarantee the liability of our Company up to the maximum indemnity amounts mentioned in Article 5 of these GT. Our insurers guarantee the liability of our Company up to the maximum amounts of compensation indicated in Article 5 hereof. They also insure damage to buildings that our Company normally occupies, excluding those made available by Client, its affiliates or partners. Conversely, Client is required to insure against all risks of damage, such as fire, explosion, lightning, storm, water damage, electrical damage, theft, etc. (i) goods, merchandise, objects and equipment entrusted to our Company and stored in any premises where our Company operates and/or (ii) premises made available by the Client, its affiliates or partners for the performance of the service. In any case, Client expressly waives any claim against our Company and our insurers in the event of the realization of one of these risks and for the consequences that may result. Client undertakes to obtain an identical waiver from its insurers. Failing this, it is Client's responsibility to expressly agree with our Company, prior to the performance of the service, the subscription on his behalf of any additional insurance that he deems appropriate (declaration of value, declaration of special interest on delivery, damage insurance), for an additional price.

9 – FORCE MAJEURE: Our Company's liability is released should it become unable to perform all or part of its obligations due to events that meet the criteria of force majeure, such as normally upheld by the jurisprudence of the French courts. However, the following are in particular considered as force majeure events releasing our Company from liability, even if they do not meet the aforementioned criteria: total or partial strikes, internal or external, lock-outs, serious bad weather, hail, floods, storms, epidemics, blockage of transport or procurement means for any reason whatsoever, war or serious international crisis, earthquakes, fire, water damage, governmental or legal restrictions, total or partial blockage of networks, sources of energy, in

particular electric, or the means of telecommunication. Any damage in the performance of the service caused by a third party will also be considered as a force majeure event, exempting our Company from liability.

10 – HARSDHIP: Should changes in the financial, commercial or technical conditions substantially affect our Company so that it bears charges such that the balance of the contract is disrupted or lost, the parties shall meet, upon our Company's request, to negotiate new terms. If they do not reach an agreement within 1 month from such request, our Company may: (i) either immediately terminate the contract without indemnity, or (ii) apply new financial conditions, in which case Client may, within 1 month, terminate the contract with 3-month notice.

11 – PRIVILEGE / RETENTION / RESERVATION OF TITLE: Client is the presumed owner of the goods and all documents, equipment and values delivered to our Company within the context of the services. As a broker, carrier or logistics/storage provider, our Company benefits from corresponding privileges and securities according to the applicable laws. Moreover, regardless of the capacity in which our Company acts, Client acknowledges and accepts that our Company has a right of contractual security implying the general and permanent right of retention and preference on all the goods and property of any kind whatsoever in the possession of our Company, as a guarantee for the complete payment of our Company's receivables against Client. In addition, for any service involving on a principal or ancillary basis the supply by our Company of one or more equipment such as technical boxes, industrial packaging, cardboard, suitcases, technical equipment, machined foams, etc ..., our Company retains ownership of the said equipment until full payment of their price and that of the services. During this period, Client assumes full responsibility for any damage that may occur to, or may be caused by, these materials.

12 – SUBSTITUTION AND SUB-CONTRACTING: Our Company reserves the right to be replaced in all or part of its rights and obligations relative to the contracts concluded with Client, by one or more companies of the group to which it belongs. Our Company may also entrust the performance of all or parts of the services to one or several sub-contractors of our election who have the appropriate qualifications.

13 – CONFIDENTIALITY: The Parties commit to the strictest level of confidentiality regarding the information contained in the contract and/or exchanged between themselves in the course of the negotiation, conclusion and performance of the contract, for all the duration of the performance of the services and 3 years thereafter. Our Company and Client remain, each respectively: (i) the exclusive owner of confidential information relating to it and/or that it has produced and (ii) sole owner of the related intellectual property rights.

14 – STATUTE OF LIMITATIONS: It is agreed that all legal actions against our Company to which the services could give rise, including counterclaims against us, must be filed within one year starting from the performance of the services, regardless of the capacity in which our Company acts.

15 – PROHIBITION OF BRIBERY: Our Company has an anti-bribery program. In this respect, it adheres to Middelnext's anti-corruption code of conduct, which may be found on Middelnext's website. The Client undertakes to comply with the principles of prohibition of bribery and to implement actions similar to those set forth in the said code.

16 – PROTECTION OF PERSONAL DATA: Each of our Company and Client undertake to comply with the regulations on data privacy and, in particular the EU Regulation 2016/679 of 27 April 2016. Each party is respectively the controller of data processing of which it determines the purposes and means, and holds in this respect the other party harmless against all damage or third party claims (including any lawyer's or consultant's fees).

For data processing of which our Company is the controller, the legal basis is, depending on the case, the consent of the data subject, the performance of the contract or of a legal obligation or the legitimate interest of our Company. The data recipients are our Company as well as its relevant affiliates and sub-contractors. The data is held for the duration it is necessary to the performance of the services or the legal durations if the latter are superior. The data subject may access their data, rectify it, requests its deletion or exercise their right to the limitation of processing of their data, and if the legal basis of the processing so allows, withdraw their consent, oppose the processing or exercise their right to portability of their data, by contacting: contact.rgpd@charlesandre.com. If these persons consider, after having reached out to us, that their rights are not complied with, they may file their claim with the CNIL.

In case our Company acts as a processor for a data processing, the controller of which is Client, our Company acts on behalf and upon the instructions of Client. In such case, Client undertakes to collect all the necessary authorizations prior to the processing and to proceed with informing the data subjects. More generally, the Client holds our Company harmless against any damage or third party claim (including any lawyer's or consultant's fees) with respect to the relevant data processing. It is Client's responsibility to propose to our Company the formalization of a specific agreement governing these sub-contracting operations in compliance with the aforementioned regulations.

17 – GOVERNING LAW / COMPETENT COURTS: The GT and ST are governed by French law. Whenever possible, the Parties will strive to settle amicably in good faith, for a reasonable time, any dispute relative to the performance of the services or the

interpretation of these GT and/or the ST. In the absence of an amicable settlement, the Parties agree to submit any dispute to the competent court of the location of the registered seat of our Company, even in the case of multiple defendants or activation of guarantees, except when imperative provisions command otherwise. Nevertheless, our Company reserves the right to sue the Client for payment or warranty according to the common law provisions on competence.