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SACRED GENERAL SALES TERMS AND CONDITIONS

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CHAPTER 1 – GENERAL PROVISIONS

ARTICLE 1.1. Unless otherwise expressly agreed in writing, these General Terms and Conditions of Sale (the "GTCS") constitute the sole and exclusive basis of the commercial relationship between the parties. Their purpose is to define the terms and conditions under which SACRED supplies the customer (the "Customer") with the products and/or services offered by SACRED.

Any order for products and/or services implies the Customer's unconditional acceptance of, and full and complete adherence to, the GTCS, which shall prevail over any other document issued by the Customer, in particular any general purchasing conditions, unless expressly and priorly agreed otherwise in writing by SACRED. Any special conditions conflicting with the GTCS shall only be valid if expressly accepted in writing by SACRED.

ARTICLE 1.2. Depending on the nature of the markets and/or products, SACRED may act as an industrial subcontractor, a processor (*façonnier*), or a designer-manufacturer.

Industrial subcontracting shall mean the activity consisting of manufacturing a product, or more generally its components (referred to as "parts"), exclusively on behalf of the principal and in accordance with the latter's technical specifications, based on the industrial result sought by the principal as designer. The inspection procedures applicable to such parts shall be contractually defined.

A processor (*façonnier*) is a subcontractor who does not control the tooling and/or the raw materials.

A designer-manufacturer is defined as the party accepting orders for products intended to be incorporated without transformation, who is neither a material supplier, nor a processor, nor a subcontractor. In such case, two situations may arise :

- either standard products sold from catalogue with no exclusivity; or
- products designed for one or more specific principals, who have exclusive use thereof and define certain performance requirements and/or constraints.

SACRED may also manufacture elastomer-based compounds, either based on the Customer's recommendations or on its own recommendations

ARTICLE 1.3. Any Request for Quotation issued by the Customer must be accompanied by a technical specification document detailing in particular the function of the part and sub-assembly, the assembly conditions, extreme operating conditions, or recommendations for compound manufacture. The Customer shall provide all relevant information regarding the conditions of use of the product in order to enable SACRED to fulfil its duty to advise within its field of expertise.

ARTICLE 1.4. For catalogue supplies, the technical characteristics and usage recommendations stated therein, as well as in any other documents issued by SACRED, shall constitute valid evidence.



CHAPTER 2 – ORDERS

ARTICLE 2.1. Orders may be placed directly by the Customer or by an authorised agent acting in the name and on behalf of the Customer.

ARTICLE 2.2. Orders and any amendments thereto shall specify the product or compound references, price and pricing terms, delivery and payment conditions, references to documents setting out the technical specifications, packaging, delivery location(s), and where applicable, the quality assurance plan and warranty claim procedures.

An order shall be deemed firm when it specifies the quantities ordered and delivery dates. It shall be deemed open when quantities and delivery dates are subsequently determined by delivery schedules. If indicative quantities provided under an open order are materially modified by the Customer, the parties shall consult with a view to minimising the financial consequences of such modification.

ARTICLE 2.3. SACRED shall acknowledge acceptance of the order by electronic means within eight (8) working days of receipt. Any reservations must be notified within fifteen (15) days following receipt of the order. The Customer shall respond to such reservations within fifteen (15) days of receipt. Failing any reservations or responses within the specified time limits, the agreement shall be deemed concluded.

Commencement of performance of the order by SACRED without reservation shall constitute acceptance thereof. No modification to an accepted order shall be valid without the mutual agreement of the parties.

ARTICLE 2.4. Orders are confidential and shall not give rise to any publicity without the prior written agreement of the parties.

ARTICLE 2.5. The Customer may cancel an order only by written notice. In such case, all specific costs incurred and any damages suffered by SACRED shall be invoiced and shall be immediately payable.

CHAPTER 3 – PRICES AND PAYMENT TERMS

ARTICLE 3.1. Unless otherwise agreed in writing, prices are exclusive of taxes, ex works, packaging excluded, and applicable at the date of delivery.

ARTICLE 3.2. Prices are valid for the agreed minimum quantities and/or for a defined number of deliveries per period. Prices shall be renegotiated in the event of any significant change to these parameters.

ARTICLE 3.3. SACRED' products are manufactured using raw materials whose market prices fluctuate. Accordingly, prices shall be renegotiated in the event of a significant variation in the cost of one or more of these raw materials.

ARTICLE 3.4. Pursuant to Article L 441-10 of the French trade laws, unless otherwise agreed between the Customer and SACRED, payment shall be due thirty (30) days following receipt of the goods or performance of the services.

Any request to extend payment terms beyond this period, without objective justification, shall be deemed abusive within the meaning of Articles L 442-1 et seq. of the French trade laws.

Agreed contractual payment dates may not be unilaterally modified by the Customer for any reason. Early payments shall be made without discount unless otherwise agreed.

ARTICLE 3.5. Pursuant to Law no. 80-335 of 12 May 1980, SACRED retains ownership of the goods and/or services until full payment of the price in principal and ancillary amounts. Risk shall pass to the Customer upon availability of the goods. The Customer shall ensure proper preservation and insurance of the goods. In the event of total loss, the Customer shall replace the goods or immediately pay their price.



The Customer is obliged to inform SACRED if the goods are seized, requisitioned or confiscated, or if their business is transferred or pledged to a third party, and to take all protective measures for SACRED's rights of title to be acknowledged. In the event of total or partial non-payment, SACRED may, as of right and without formality, demand restitution of the goods at the Customer's expense, risk and cost, without such restitution constituting termination of the sale. Failure to pay any instalment shall result in acceleration of all sums. This request for return of the goods will be made by registered letter with acknowledgement of receipt; this letter will be immediately followed up with action by SACRED without the need for legal proceedings.

ARTICLE 3.6. If the sales contract provides for payment by bills of exchange or promissory notes, failure to return these or returning them with acceptance and domicile outside the usual time limits, failure to meet any payment deadline, the sale, transfer or pledging of assets by the Customer will, at SACRED's discretion, automatically and without formal notice, lead to:

- the forfeiture of the term and consequently the immediate payment of all sums due for any reason whatsoever, as well as the suspension of all deliveries, or
- termination of all existing contracts with retention of payments already received until compensation is determined, or
- recovery of the goods under the retention of title clause.

ARTICLE 3.7. By specific agreement and unless waived by SACRED, failure to pay for goods supplied on the due date will, regardless of the payment method agreed and without further formality or prior formal notice, lead firstly to the withdrawal of any discount granted and secondly to payment of (i) a lump-sum indemnity of 40 euros, (ii) late payment fees equal to three times the prevailing legal rate of interest on the due date and (iii) an indemnity equal to 15% of the amount of the unpaid sum plus the forfeiture of the term for the full amounts payable to SACRED.

ARTICLE 3.8. Any change in the Customer's status or legal, corporate, or economic structure (such as dissolution, change of company, merger, partial or total transfer of assets, mortgage, pledging of assets, late payments or moratoria, suspension of payments, death, incapacity, etc.) authorises SACRED to suspend or cancel all or some of the orders placed or ongoing contracts.

ARTICLE 3.9. The Customer may validly offset any penalties for late delivery of the products and/or services ordered or non-compliance of the order against any amounts due by the Customer to SACRED only with SACRED's express prior written agreement and provided that the amounts are in both cases certain, liquidated and payable.

CHAPTER 4 – DISPATCH – RECEIPT OF GOODS – CONDITIONS FOR THE PROVISION OF SERVICES

ARTICLE 4.1. Unless otherwise agreed in writing, the Products shall be transported at the Customer's sole cost, risk and expense. All transport, insurance, customs clearance and handling operations shall be borne by the Customer, at its sole cost, risk and expense. It shall be the Customer's responsibility to check the deliveries upon arrival and, where applicable, to exercise any recourse against the carriers, even where shipment has been made carriage paid.

As from dispatch, the Customer shall be deemed to be the bailee and custodian of the said goods. The Customer undertakes to ensure that the goods are, upon delivery, covered by insurance against the risks of loss, theft and destruction.

ARTICLE 4.2 Delivery times are provided in good faith for indicative purposes only and shall not constitute a firm commitment. Such times shall run from receipt of the order. The Customer shall not be entitled to rely on any delay in delivery to cancel all or part of the order and/or to claim damages.



ARTICLE 4.3. The quantities delivered shall comply with the contractual commitments, in particular those specified in the order.

ARTICLE 4.4. SACRED shall be responsible for ensuring that the Products comply with the specifications, drawings, standards or any other defining documents applicable thereto. Prior to delivery, the Customer shall have determined the acceptance procedures, in particular in the event of "Quality Assurance" requirements. SACRED' duty to advise shall apply to the determination of such acceptance procedures.

For technical parts, in all cases where the Products delivered are considered by the Customer to be non-compliant or defective, the Customer shall immediately notify SACRED, in particular prior to any return, scrapping, reworking or sorting. In the event of scrapping, reworking or sorting, the Customer may invoice SACRED, subject to SACRED' express prior agreement, for a contribution towards the corresponding costs.

For compounds, the Customer shall, after providing written notice to SACRED, send a sample to SACRED for expert assessment prior to any acceptance by SACRED of the alleged non-conformity.

ARTICLE 4.5. The services requested by the Customer shall be provided within the time period agreed between the parties at the time of the order. Such time period shall not constitute a strict deadline, and SACRED' liability shall not be incurred vis-à-vis the Customer in the event of any delay in the provision of the services. In no event shall SACRED be liable for any delay in, or suspension of, the provision of the services attributable to the Customer or resulting from a force majeure event.

CHAPTER 5 – TOOLING

ARTICLE 5.1. Where tooling is purchased by the Customer from SACRED, the purchase price shall include routine maintenance corresponding to a pre-determined number of parts agreed between the Customer and SACRED. Any replacement of the tooling beyond such pre-determined number shall be at the Customer's expense.

ARTICLE 5.2. Manufacturing tooling shall remain the full and exclusive property of SACRED where such tooling is produced on the basis of SACRED' own designs and studies, even where it has been invoiced separately by way of a cost-sharing contribution. Any transfer of ownership of such tooling, following execution and full payment of the parts orders, may only take place pursuant to an express agreement and subject to payment by the Customer of the full price thereof, including the value of SACRED' design and engineering studies.

ARTICLE 5.3. The Customer undertakes to comply, within the time limits to be specified in the order, with any request from SACRED for the transfer, modification or destruction of the tooling.

ARTICLE 5.4 Tooling shall be made available to SACRED ten (10) years after its conversion to spare parts.

ARTICLE 5.5 Where a Customer places at SACRED' disposal a Specific Tooling (ST) owned by a third party (for example, an automotive manufacturer) and entrusts SACRED with the manufacture of all or part of the products, SACRED may use such ST for another customer supplying the same third party, without prior notice to the Customer and without any financial compensation being payable.

CHAPTER 6 – LIABILITY

ARTICLE 6.1. For any part whose design is the responsibility of the Customer, SACRED shall only be liable in respect of manufacturing processes and raw materials.

ARTICLE 6.2. Upon request, SACRED shall provide the Customer with reasonable assistance in the defence and prosecution of third-party claims.



ARTICLE 6.3. The Customer shall promptly notify SACRED, under the same conditions, of any defect identified in the finished product of which it becomes aware.

ARTICLE 6.4. In all cases where SACRED acts as a subcontractor or processor, the Customer shall bear full responsibility for the design of the parts in accordance with the industrial result it seeks and which it alone is able to define precisely. Accordingly, the Customer shall determine the technical specifications setting out, in all respects, the characteristics of the parts to be manufactured, as well as the nature and procedures of the inspections and tests required for acceptance.

ARTICLE 6.5. SACRED shall not be held liable in the event of a Non-Conformity claim submitted by the Customer in the following cases:

- Failure to comply with appropriate transport and storage conditions, taking into account the temperature sensitivity of elastomer compounds,
- Use of the products after the expiry date indicated on the product identification sheet (elastomer compounds).

ARTICLE 6.6. The conditions specified by SACRED regarding storage, assembly or use of the products shall be complied with by the Customer, who shall in turn advise its own customers and subcontractors accordingly. Failing this, SACRED shall bear no liability.

ARTICLE 6.7. SACRED shall accept no liability for any product or component not supplied by it, in particular for other products or components used by the Customer and incorporated into an assembly. SACRED' liability shall not be engaged where the failure of one of its products is caused by adjacent components or by components with which it has been combined by the Customer.

ARTICLE 6.8. Recall and service campaigns shall be assessed on a case-by-case basis. SACRED and the Customer shall consult and agree on the necessity of any recall or service campaign prior to its launch, as well as on the possibility of implementing alternative technical and commercial solutions.

ARTICLE 6.9. In all cases, compensation for recall and service campaigns, as well as SACRED' liability arising from the manufacture and sale of its products for any damage whatsoever, shall be settled by mutual good-faith negotiation on a case-by-case basis and shall be limited to ten per cent (10%) of the annual net turnover of the relevant SACRED product.

ARTICLE 6.10. SACRED' liability is strictly limited to the obligations expressly defined in the contract. Any penalties or damages provided for therein shall constitute liquidated damages in full and final settlement, to the exclusion of any other remedies, save in cases of wilful misconduct or gross negligence.

- Under no circumstances shall SACRED be liable for indirect or consequential losses suffered by the Customer, including, by way of example only, loss of business, loss of turnover or loss of profit.
- SACRED' total liability, on all grounds combined, shall be limited to the contractual price of the goods or services giving rise to the claim, it being understood that this limitation shall not apply to personal injury.

The Customer expressly waives, on its own behalf and on behalf of its insurers, any claim against SACRED and its insurers for compensation in excess of the limits and exclusions set out above.

CHAPTER 7 – WARRANTIES

ARTICLE 7.1 For products mutually acknowledged to be defective, SACRED undertakes to repair or replace them.



ARTICLE 7.2 Specific provisions applicable to automotive components:

(a) SACRED Original Equipment (OE) products are warranted against all manufacturing and raw material defects for a period of twelve (12) months from the date of first sale of the vehicle to the end customer, with unlimited mileage, or twelve (12) months from the invoice date to the end customer for Original Equipment Spare (OES) products (in which case any excessive storage periods at the Customer's premises, dealership or warehouse affecting OES products shall be taken into account). The warranty shall only cover products whose manufacturing date marking does not exceed eighteen (18) months.

(b) Without prejudice to ARTICLE 7.2(a) above, and unless otherwise required by law, OE products for new applications whose initial purchase order was accepted after 1 July 2003 shall be warranted for twenty-four (24) months or 100,000 km from the date of first sale of the vehicle to the end customer, whichever occurs first.

(c) Any warranty extension offered by the Customer to its own customers shall not automatically result in a corresponding extension of the SACRED warranty. Any such extension shall be subject to SACRED's prior written consent and specific negotiations between the parties.

Any defective product resulting from the transfer of a part intended for a given vehicle to another vehicle, or relating to specifications not validated by SACRED, shall fall outside the scope of SACRED's warranty.

ARTICLE 7.3 Replacement of a product under warranty shall not have the effect of extending the original warranty period.

ARTICLE 7.4 The warranty is strictly limited to reimbursement of costs or to repair or replacement of defective products, and excludes any indemnity whatsoever, including for indirect losses or loss of profit.

ARTICLE 7.5 The decision to repair or replace any defective product shall be taken solely by SACRED. Total reimbursement per claim shall be capped at three (3) times the OES product price.

ARTICLE 7.6 The Customer undertakes to promptly return any allegedly defective product to SACRED for examination.

ARTICLE 7.7 A product shall be deemed defective only if the failure is reproduced during examination and assessed by reference to the applicable contractual specifications.

ARTICLE 7.8 SACRED shall not be liable under its warranty obligations for damage resulting from abnormal conditions of use, improper maintenance, misuse, failure to comply with instructions, inappropriate storage, normal wear and tear, or assembly contrary to SACRED's specifications.

CHAPTER 8 – INTELLECTUAL AND INDUSTRIAL PROPERTY

ARTICLE 8.1. The sale of parts and/or sub-assemblies shall not result in any transfer to the Customer of ownership rights in the design studies. All drawings, documents and confidential information shall remain the exclusive property of the party to whom they belong.

ARTICLE 8.2.

8.2.1. Where SACRED acts as a subcontractor or toll manufacturer, the contracting Customer will indemnify SACRED against any action that may be brought against it on the basis of a patent or registered design or any proprietary right protecting the product being manufactured or processed. In return, SACRED will also in this case indemnify the contracting Customer if this Customer is the subject of an action for the processes and techniques used by SACRED.



8.2.2. In the event of proceedings against the Customer or against SACRED based on any of the claims listed above, the parties owe each other mutual assistance; the party against which the action is brought shall immediately notify the other party; the Customer and SACRED shall cooperate to minimise any harmful consequences that may arise for the party involved in the proceedings. Under this article, the party obliged to indemnify the other party must reimburse the latter in full, on the production of supporting documents, for all sums disbursed for expenses, fees, settlements and/or damages.

ARTICLE 8.3. The parties agree to maintain the secrecy of plans and confidential documents communicated between them and to take all measures to ensure that third parties do likewise. They undertake to use these plans and documents solely on behalf of the party that communicated them.

CHAPTER 9 – HARDSHIP

In the event of an unforeseeable change in circumstances at the time of conclusion of the contract, the party that has not agreed to assume the risk of excessively onerous performance may request a renegotiation of the contract in accordance with the provisions of Article 1195 of the French Civil Code

CHAPTER 10 – FORCE MAJEURE

SACRED shall incur no liability where non-performance results from a Force Majeure event, defined as any event beyond its reasonable control preventing performance, including natural disasters, strikes, shortages, fire, war, embargo, riots or transport disruptions.

CHAPTER 11 – CONFIDENTIALITY

ARTICLE 11.1. SACRED undertakes to implement the necessary means to ensure the security of customer information transmitted to it.

ARTICLE 11.2. Upon express agreement between SACRED and the Customer, a cybersecurity protocol may be concluded between the parties.

CHAPTER 12 – MISCELLEANOUS

In the event of contradiction or ambiguity, a specific document shall prevail over a general document.

CHAPTER 13 – ATTRIBUTION OF JURISDICTION – APPLICABLE LAW – CONTRACT LANGUAGE

ARTICLE 13.1. The Commercial Court of Paris and its International Chamber shall have exclusive jurisdiction over all disputes relating to these GTCS and contracts with Customers, including in cases of third-party proceedings or multiple defendants.

ARTICLE 13.2. These GTCS and any resulting transactions shall be governed by French law. They are drafted in French. In the event of translation into one or more languages, only the French version shall prevail in the event of dispute.