

The General Terms and Conditions of Sale of NOF METAL COATINGS EUROPE SA ("MCEU") are subsequent to the issuance of a quote from MCEU, signed by the recipient of **the TESTING LABORATORY service** ("customer"), and confirmed by the client's order, which implies the customer's unconditional acceptance of these terms ("**GTC**").

1-Services : The services provided by MCEU to the client are TESTING services, in accordance with specific methods, standards, and requirements ("performance of standardized tests"), the references for which shall be requested from and provided by the client for this purpose.

2-Price and payment: The price of the service will be agreed in Euros, exclusive of tax. The customer undertakes to pay the amount due within 30 days of the invoice date. Payment will be considered complete upon credit to MCEU's bank account. No reduction, rebate, discount, or allowance may be applied without the prior written agreement of MCEU. Any delay in payment will give rise to a penalty calculated based on the ECB (European Central Bank) rate plus 10%, calculated from the day following the payment due date, without prior notice, as well as the payment of a fixed fee for collection costs (40 Euros). The customer shall refrain from any unlawful practice, such as debiting or invoicing MCEU for sums not recognized by it as due.

3-Delivery times and deliverables: The service will be performed within the timeframe specified in the quotation, following receipt of the part(s) from the customer, and at the latest, within 15 working days after the completion of the TESTING phase, the customer will receive a digitized test report, or, where applicable, a test certificate. This document will reflect the observed results, with appropriate caution, within the limits of the methods, standards, and specifications applied, while taking into account relevant factors but without MCEU being obligated to mention any facts or circumstances that fall outside this specific framework. If necessary, MCEU will include reservations in the report provided to the customer. MCEU cannot be held liable for any deviation in the application of the method caused by an event beyond its control or a case of force majeure (Art. 6). Any specific mentions requested by the customer must be included in the quotation, agreed upon with MCEU, and, where applicable, subject to special terms and conditions of sale.

4-Obligations of means: MCEU is responsible for the obligation to put in place the resources necessary for the proper performance of the service, and in compliance with the contractual documents (quotation, order, GTC).

5-Samples or parts: The customer undertakes to make available to MCEU, free of charge, the samples or parts necessary for the performance of the service. It is the customer's responsibility to deliver the samples or parts, at its own expense and under its sole responsibility, in conditions that ensure their integrity. If necessary, MCEU will notify the customer of any damage noted on the parts prior to the performance of the service.

6- Limit of liability, force majeure: MCEU shall under no circumstances be held liable for the deterioration of samples or parts caused solely by their packaging, transport, or delivery; and it shall not be held liable for the deterioration of parts related to the performance of the TESTING service. In all cases, the parts may only be returned to the customer in their condition after TESTING. The customer will have a period of 2

months after receipt of the report to ask MCEU to return the part(s) tested, at its expense, and under penalty of destruction by MCEU without possible recourse for the customer. MCEU will be excused for delays or defects in the performance of the service and the delivery of the report due to reasons beyond its control, in particular in the event of force majeure, acts or omissions by the customer, strikes or social unrest, fires, floods, delays in transport, or delays in the supply of materials or equipment necessary for the proper performance of the service. In such cases, performance or delivery deadlines will be extended accordingly.

7-Safety: The customer undertakes to guarantee that the parts made available for TESTING are not dangerous.

8-Communication and use of results: In accordance with Article 3, the results of the TESTING service are communicated in the form of a report and belong to the client after full payment of the service. The result documents are issued on MCEU's letterhead, in the name of the client. Certified copies will be invoiced and can be transmitted for a maximum of two years after the initial transmission. Only original documents and certified true copies are considered valid for third parties. Any other form of reference to MCEU's service must be subject to prior written agreement from MCEU.

9- Confidentiality, GDPR, impartiality: MCEU commits (a) not to provide results considered confidential to third parties, unless required to do so by applicable legal or regulatory provisions, or if the client requests it in writing and MCEU agrees to it; (b) to destroy, upon the client's request, any information provided by the client as part of the service; (c) to process all personal data of the client in compliance with the GDPR; (d) to perform its services with complete impartiality and not to use the analysis results for any purpose other than to deliver them to the client as part of the analysis service ordered and paid for by the client.

10- Intellectual Property: No provision of this document shall have the effect of transferring intellectual property rights to the client.

11- Breach by the Client: The contractual documents (quotation, order, GTC, report, or certificate) will be sent to the client in digital form. It is the client's responsibility to formally specify the email address(es) of the recipient(s). MCEU cannot be held liable for any delivery error compromising the confidentiality of data and/or results (Art. 9). In the event of non-payment for the service by the client, MCEU reserves the right to initiate any necessary action.

12- Hierarchy, jurisdiction, applicable law: These GTCs (i) take precedence over any general purchasing conditions of the client, (ii) will be provided to any client upon request, and (iii) may be amended at any time by NOF MCEU. They are governed by French law and, in the event of a dispute, fall under the jurisdiction of the Commercial Court of Paris.