



## GENERAL TERMS AND CONDITIONS OF SALE

1 - GENERAL PROVISIONS These general conditions are written in French in their original version, which alone is authentic and prevails over any other version translated into a foreign language. These general conditions apply in their entirety to all sales of Products (Axles, suspensions and accessories) made by SAE-SMB INDUSTRIES to professional Customers. They constitute the essential and decisive conditions and prevail over any general conditions of purchase or any other document issued by the Customer, whatever the terms. Thus, any order addressed to SAE-SMB INDUSTRIES implies the unconditional acceptance of SAE-SMB INDUSTRIES' prices and these general conditions.

2 - APPLICABLE LAW - ATTRIBUTION OF JURISDICTION Any question relating to these general conditions, as well as the contracts they govern, shall be governed by French law. In the event of a dispute, any disagreement relating to these general conditions, as well as the contracts they govern, shall fall within the sole jurisdiction of the Commercial Court of the registered office of SAE-SMB INDUSTRIES, namely the Commercial Court located at 1 rue de la Comédie - 08202 SEDAN, even in the event of summary proceedings, the introduction of third parties, an incidental claim or multiple defendants.

3 - ORDERS Sales contracts are only validly concluded after written confirmation by SAE-SMB INDUSTRIES of the corresponding orders. Any order form is binding on the Customer as soon as it is issued, regardless of the bearer or signatory.

Any modification made by SAE-SMB INDUSTRIES at the time of its confirmation of the order, shall be deemed accepted in all its terms in the absence of a written objection by the Customer within two working days from the date of its communication and at the latest before its execution. No order may be cancelled, modified and/or transferred without the written consent of SAE-SMB INDUSTRIES.

4 - PRODUCTS The Products will be individualized by SAE-SMB INDUSTRIES when the order is grouped. They comply with the technical specifications.

5 - RETENTION OF TITLE PRODUCTS ARE SOLD UNDER RETENTION OF TITLE UNTIL FULL PAYMENT. IN THIS RESPECT, PAYMENT REFERS TO THE EFFECTIVE PAYMENT TO THE ACCOUNT OF SA- SMB INDUSTRIES, OF THE PRICE OF THE PRODUCTS, THE COSTS RELATED TO THE ORDER AND INTEREST. In the event of non-payment, even partial, of a payment due by the Customer, SAE-SMB INDUSTRIES may in particular claim the resale price of the unpaid Products or take back the unpaid Products at the Customer's expense and risk, the Products in stock with the Customer being presumed to be those unpaid. SAE-SMB INDUSTRIES will keep any advances paid as damages, without prejudice to any other compensation. The modification and/or repackaging of Products that are still unpaid is prohibited. The Customer may under no circumstances pledge unpaid Products, give them as collateral or grant any security on them. Finally, the Customer may only resell the Products under retention of title for the normal needs of its business.

### 6 - DELIVERY

6.1. For all orders to France, SAE-SMB INDUSTRIES shall be deemed to have fulfilled its delivery obligation as soon as the Products are delivered to the Customer's registered office or any other place of delivery agreed with the latter. However, the Customer may freely choose to collect the Products itself, at its own expense and risk. It must then inform SAE-SMB INDUSTRIES when placing the order. The Products shall be deemed to have been delivered when they are made available to the Customer in the factories or warehouses of SAE-SMB INDUSTRIES, or at any place designated by the latter.

6.2. For all orders to a foreign country, unless otherwise specified, the Products will be delivered from the SAE-SMB Industries factory (EXW, Incoterms CCI 2010).

6.3. Delivery times are given only as an indication and their non-respect may in no case give rise to a cancellation of the order or payment of damages. In any event, the Customer may not protest against any delay in delivery if it is not up to date with its obligations towards SAE-SMB INDUSTRIES, in particular with regard to payment, or if SAE-SMB INDUSTRIES has not been in possession in good time of any specifications prior to starting production and/or recording the order, and/or information required for delivery.

6.4. We have the right to determine the shipping method (including shipping companies and shipping route) and packaging (material and type) at our sole discretion, with all due care and diligence. Pallets, racks, wooden shims and other reusable packaging materials remain our property under consignment, and the customer must return them at its own expense to our delivery location. Non-reusable packaging materials are invoiced at cost price

7 - TRANSFER OF RISKS By express agreement, the products shall be deemed to be in the custody of the Customer from the date of their delivery as defined in Article 6 above. Therefore, as from said delivery, the Customer shall bear alone the risks that the Products may suffer or cause, for any reason whatsoever, even in the event of force majeure, fortuitous events or the actions of a third party.

8 - COMPLIANCE - ACCEPTANCE The conformity of the Products (condition, absence of defect, number, etc.) must be checked by the Customer upon receipt, in the presence of the carrier, if applicable; the costs and risks related to the verification of the Products being borne by the Customer. If the Products are collected by the Customer, any reservation or dispute relating to an apparent lack of conformity of the Products must be entered on the withdrawal form and must be confirmed to SAE- SMB INDUSTRIES by registered letter with acknowledgement of receipt, within three days of their collection. In the event that SAE- SMB INDUSTRIES organises the transport of the Products to the Customer's premises, any reservation or dispute relating to an apparent lack of conformity of the Products must be entered on the delivery note and confirmed to the carrier, as well as to SAE-SMB INDUSTRIES, by registered letter with acknowledgement of receipt sent within 3 working days of receipt of the Products. A written Derogation may be provided by the Spare Parts Department, in the case of delivery of mixed bulky products.

Failing compliance with these conditions, the Products shall be deemed to be in conformity and SAE-SMB INDUSTRIES' liability cannot be incurred in this respect, the Customer being held liable for any damage suffered by SAE-SMB INDUSTRIES as a result of non-compliance with this procedure. The Customer shall be required to prove the existence of missing parts, defects and/or anomalies concerning the Products. The appearance of the samples best reflects that of the Products. Also, no claims for insignificant differences in appearance with the samples will be accepted.

9 - RETURNS - RECOVERY No return of Products will be accepted without the express prior agreement of SAE-SMB INDUSTRIES and without presentation of the original invoice. The returned Products must be in perfect condition, must be returned in their original packing or packaging and must not have been used and/or modified. Any return accepted by SAE-SMB INDUSTRIES will result in an exchange or credit note, at its discretion, after qualitative and quantitative verification of the returned Products, excluding any damages for any reason whatsoever. In the absence of a proven defect in the products, they will be returned to SAE-SMB INDUSTRIES at the Customer's sole risk and expense. A discount on the selling price will

systematically be applied to returned products according to the following procedures: 35% discount within 3 months after delivery, 50% discount within 6 months after delivery and 75% discount within 9 months after delivery.

10 - WARRANTIES SAE-SMB INDUSTRIES contractually guarantees the conformity of its Products on their design and in the context of normal use. The duration of the warranty is stated on each Product Service Manual and applies from the time of resale to end users. This warranty does not apply in particular:

- to Products not paid in full;
- to apparent defects not reported before or during the installation of the corresponding Products;
- to deliberate damage or damage caused by normal wear and tear, negligence, improper storage, accident, fortuitous event or force majeure;
- in the event of installation or use of the Products that does not comply with the SAE-SMB INDUSTRIES recommendations indicated in our maintenance manual;
- in case of insufficient maintenance;
- under normal conditions of use defined in the technical specifications initially validated by the parties;
- in the event that the Customer or user has repaired the defective Products himself or has had them repaired by a third party (except for operations necessary for maintenance purposes);
- to the deterioration of the finish (varnish, oil, stain, etc.) due to use that does not comply with the initial specifications agreed between the two parties. This warranty is limited to the replacement of defective Products by the supply of identical or similar products, excluding removal costs, additional installation costs, and any damages.

11 - PRICES The Products are invoiced at the price in force on the date the corresponding order is placed. Products made to specification are however sold and invoiced on quote, issued for a period indicated on the quote. Transport costs are either covered by SAE-SMB INDUSTRIES or invoiced in addition, under the conditions specified in the price list in force on the day of the corresponding order or by the Incoterm agreed between the parties. Unless otherwise stipulated, taxes, duties and any customs clearance costs are the responsibility of the Customer.

## 12 - PAYMENT TERMS

12.1. With regard to national sales, the Products are payable in Euros at the registered office of SAE-SMB INDUSTRIES by bank transfer, cheque or commercial bill:

- in cash for any first order;
- 30 days on the 15th of the month or 60 days from the invoice date for subsequent orders if credit insurance. In the event of payment by bank draft, the Customer must return the accepted bill of exchange within 8 days. No discount will be granted for early payment.

12.2. For international sales, unless otherwise agreed, payment will be made in cash, in the currency agreed between the parties, on delivery by swift transfer or, at the simple request of SAE-SMB INDUSTRIES at the time of receipt of the order, by documentary credit under the conditions specified by the latter. No discount is granted for early payment.

12.3. In any event, in the event of the risk of the Customer's insolvency and/or in the event of collection difficulties, and/or any other reason of a similar nature, SAE-SMB INDUSTRIES may require any guarantee, a down payment, a reduced payment period and/or cash payment before the orders are executed. Payment is deemed to have been made when the funds are made available to SAE-SMB INDUSTRIES, i.e. on the day the amount is credited to one of the latter's accounts.

13 - PAYMENT: LATE PAYMENT OR NON-PAYMENT In the event of payment after the due date, late penalties will be applied and calculated from the due date until the date of actual payment at a rate equal to the interest rate applied by the European Central Bank plus 10 percentage points under the conditions specified in Article L441-6 of the French Commercial Code. In addition, any late payment will automatically lead to the suspension of the execution of pending orders, the cancellation as a penalty of the Customer's rights to price reductions and the immediate payment of all receivables of SAE-SMB INDUSTRIES. In the event of non-payment, fifteen calendar days after the first presentation of a formal notice that remains unsuccessful, SAE-SMB INDUSTRIES may terminate the corresponding orders, as well as any unpaid orders and/or contracts, whether delivered/executed or in the

process of being delivered/executed and whether or not their payment is due. SAE-SMB INDUSTRIES will then retain any deposits paid without prejudice to any other damages and other costs. The payment of the price will effectively be made when the funds are made available to SAE-SMB INDUSTRIES and will be made by the Customer to the registered office of SAE-SMB INDUSTRIES or at the place designated by the latter. The Customer shall refrain from using a claim against SAE-SMB INDUSTRIES as grounds to defer payment of an amount due, in whole or in part. SAE-SMB INDUSTRIES reserves the right, at any time, to set or reduce the Customer's outstanding amount and to adapt its payment terms. The Customer shall reimburse all costs incurred as a result of non-payment on the due date, resulting in a return of unpaid commercial bills or cheques, and for the recovery of sums due, including the fees of judicial officers and court officers. In this respect, SAE-SMB INDUSTRIES will reserve the right to automatically invoice the debtor for a fixed compensation of €40 as referred to in Article L. 441-6 of the French Commercial Code for recovery costs, without prejudice to the claim of any additional compensation for recovery costs on presentation of supporting documents.

14 - LOGO and TRADEMARK: The content of the company's website(s), sign, trademark and logo are the property of SAE-SMB INDUSTRIES and are therefore protected by French and international intellectual property laws. Any total or partial reproduction of this content is strictly prohibited and may constitute an offence of infringement. Any commercial act commits the customer not to alter the identification of the SAE-SMB INDUSTRIES logo affixed to the products, and to request written authorisation for prior use for each project or agreement with a distributor and/or agent.

15 - FORCE MAJEURE Considered as force majeure vents with regard to SAE-SMB INDUSTRIES obligations are events beyond its control that it cannot reasonably be expected to foresee, insofar as their occurrence makes the performance of its obligations more difficult or costly. This shall also apply in all circumstances, even if they do not fall within the aforementioned definition, in particular in cases of war, explosion, acts of vandalism, riots, civil commotion, acts of terrorism, machine breakage, fire, storm, water damage, strike, lockout, acts of government, embargo, shortage of raw materials, changes in the regulations applicable to the Products, occurring in the factories and/or premises of SAE-SMB INDUSTRIES and/or at SAE-SMB INDUSTRIES' suppliers and/or service providers.