

TERMS & CONDITIONS

1) APPLICABILITY OF SMAC TERMS AND CONDITIONS

The terms and conditions below apply to SMAC and its customer for all products and services provided by SMAC.

Unless otherwise agreed in writing and expressly accepted by SMAC, each order shall automatically entail the customer's adherence to our General Terms and Conditions, defined below, which shall prevail over any terms and conditions of purchase (including those printed or written on the buyer's order).

2) UNILATERAL MODIFICATION

All other documents issued by SMAC, including leaflets, catalogues, technical data sheets, are only indicative.

The information, photos, drawings and prices in the catalogues, leaflets and data sheets are not binding on SMAC. SMAC reserves the right to make changes in the layout, form and size of the visuals presenting the goods.

3) ORDERS

All orders are valid and the sales contract is effective only after SMAC has sent an acknowledgement of receipt of the order.

Any order requiring the delivery of goods or services which are not explicitly described in the proposal issued by SMAC or in the current contract will be accepted with additional costs. These costs chargeable to the customer will be determined by SMAC on the basis of the actual additional workload. An example of a scale for additional requirements typically encountered:

- ▶ Manufacture and delivery of an outgoing component with a new drawing version (change of drawing index, without the need to change tooling): €300 excluding VAT.
- ▶ Meeting at a customer site not included in the SMAC offer: minimum €1,500 excluding VAT.
- ▶ First article inspection document (FAI): 400 € excluding VAT.
- ▶ Industrial validation file: minimum of €2,500 excluding VAT.
- ▶ Certificate of conformity (COC): minimum of 85 € excluding VAT/unit.
- ▶ Individual photography of each component delivered: 10 € HT/photograph.
- ▶ Delivery costs: actual cost with a minimum of 50 € excluding VAT.

SMAC is not bound by the commitments that may be made by its directors, agents or employees, unless confirmed in writing by the Managing Director or President of SMAC.

The minimum order amount is €250 excluding VAT. The minimum delivery amount is set at €250 excluding VAT. Orders below these amounts will be rounded up to this minimum value.

4) DELIVERY

The delivery times indicated on any SMAC document, including quotations, offers and order acknowledgements are, unless otherwise agreed in writing, are indicative only.

Consequently, any reasonable delay in the delivery of the products shall not give rise to compensation or cancellation of the order.

5) SUSPENSION OF RIGHTS

SMAC's obligations are automatically suspended without formality in the case of events occurring after the conclusion of the contract and preventing its performance under normal conditions by SMAC.

SMAC is not liable for the consequences of the use of products manufactured in accordance with the requirements specified in the customer's order. SMAC cannot be held responsible for hidden defects which originate from the use of defective raw materials which are not dependent on the manufacturing of SMAC.

6) COMPLAINT PERIOD

Any complaint by the customer concerning the goods and documents delivered must be made within a maximum period of thirty (30) calendar days from the day of delivery, from SMAC's premises.

If the delivered goods or documents are not rejected within this period, the customer will be deemed to have accepted them by default.

7) FORMULATION AND OBSOLESCENCE

Formulations of rubber and materials developed and held by SMAC will remain its sole property and will not be disclosed by SMAC, regardless of the position and status of the requester.

SMAC will endeavor to keep the formulation unchanged but cannot be held responsible for obsolescence of the components. SMAC reserves the right to charge the customer for any additional work required due to obsolescence.

The properties and quality of the rubber compound are defined for the compound itself and not for the parts manufactured with this compound.

8) INTELLECTUAL PROPERTY

SMAC remains the sole owner of its know-how, including ideas, drawings and concepts proposed, used or developed in the context of a technical proposal and / or Services ordered and its previous Intellectual Property Rights that SMAC could use in the above-mentioned frameworks.

These conditions apply with the exception of specific contractual provisions that may bind SMAC and its customer in the context of services covered by a specific order or collaboration contract.

SMAC shall not be liable for, and shall not be subject to any claim by a third party concerning intellectual property in the case of drawings or tools supplied to SMAC by the customer for the manufacturing of parts. The customer warrants that it has the right to use the drawings and tools supplied by it to SMAC.

9) TOOLS

In case of supply of tools by the customer, the customer is responsible for the exact conformity of the tools with the drawings and specifications. SMAC may check this and may have the right to charge the customer for this cost. If SMAC considers it necessary to make changes to the tools for the proper execution of the order, the involved costs will be charged to the customer. If the customer refuses, SMAC has the right to cancel customer's order without compensation, regardless of the form of compensation.

If the customer asks SMAC to manufacture tools, SMAC will manufacture them in accordance with the requirements of its own manufacturing techniques. The costs of manufacturing or remanufacturing the tools shall be borne by the customer.

Unless otherwise stated, the tooling costs to be paid by the customer are only a contribution and do not include the development of the tooling by SMAC or the intellectual property: in particular the contribution of its know-how or design and development knowledge. Thus, the tools remain the property of SMAC.

After execution of the order, the tools remain on deposit at SMAC. If the customer desires, he may take possession of the tools after a written agreement between the two parties. This written agreement will ensure, on the one hand, that the conditions of SMAC's intellectual property are respected and, on the other hand, will specify the financial conditions allowing SMAC to be freed of this tool.

Except in special cases, the tools remain stored, free of charge, on SMAC's premises for a period of 8 (eight) years and/or a maximum of 5000 pieces produced. The fulfilment of one of the two conditions is decisive. Except for normal use which may justify SMAC request to the customer to reindustrialization a tooling to maintain the quality of production, the toolings are being maintained by SMAC.

After this period, and upon SMAC's unilateral decision, SMAC reserves the right to either destroy the tooling, without the customer being able to claim compensation, or to keep the tooling with payment of storage by the customer.

SMAC cannot be held responsible for the costs of reindustrialization, repair or reconditioning of tools beyond the supply of the quantities or the life span provided above.

10) TOLERANCES

Unless otherwise agreed in writing, rubber parts manufactured by SMAC comply with the tolerances given in the ISO 3302-1 Category 3 - Commercial standard.

11) TRANSPORT AND ACCEPTANCE

The products are sold EX WORKS LA GARDE according to INCOTERMS unless otherwise stated.

The transport risk is entirely at the customer's expense.

In the case of missing or damaged goods during transport, the client must ensure that a precise inventory of these shortages is drawn up and stipulated on receipt of the said goods. These reservations must also be the subject of an email written and sent to SMAC or by registered mail within five (5) days of receipt.

12) QUANTITY

Unless expressly stated otherwise in writing, the tolerance on the quantities delivered is +/- 5%.

13) PRICE

The price invoiced shall be the price in force at the time the goods are available. All prices indicated are, except in special cases, NET, excluding duties and taxes. This concerns unpackaged goods leaving SMAC LA GARDE (EXW). All these charges will be invoiced to the customer at cost price.

SMAC guarantees to invoice the goods at the price indicated on the acknowledgement of receipt of the order received.

14) PAYMENT

Payment of invoices is made in accordance with the conditions defined by Article L441-6 of the Commercial Code. Under certain conditions specific to SMAC, SMAC reserves the right to require partial or full payment of the order, upon receipt of the order or before delivery of the products.

No discount will be granted for cash payment.

Orders of €2000 or less must be paid for at the time of placing the order in order to be processed.

Payment is deemed to have been made when SMAC has full availability of funds. Bills of exchange or promissory notes must be received 10 days after the date of receipt of the invoices.

If payment is not made within this period, a penalty of 3 (three) times the legal interest rate will be applied. The legal interest rate is that in force on the date of delivery of the goods. Failure to pay by the due date will trigger late payment.

The costs incurred by SMAC to recover unpaid invoices will be charged to the customer.

This penalty is calculated on the amount including VAT of the outstanding amount and runs from the due date of payment.

Any invoice not paid on its due date shall automatically entail the payment of a fixed sum of forty (40) euros due for collection costs.

15) RESERVATION OF OWNERSHIP

SMAC retains ownership of the goods until payment of the total price in principal and accessories. Non-payment may lead to reclamation.

The handing over to SMAC of a promissory note, a draft or a cheque can only be considered as payment if the sums are credited to SMAC's bank account.

The customer is solely responsible for any damage caused by the goods ordered and manufactured by SMAC.

Any cancellation or waiver clause shall be deemed invalid and unenforceable when the order has been acknowledged by SMAC and the ordered parts have been put into production.

In the event of non-compliance by the customer with the payment deadline, SMAC, without losing any of its rights, may request, by registered letter with acknowledgement of receipt, the return of the goods and documents delivered.

16) LIMITATION OF LIABILITY

Notwithstanding anything contrary to these terms and conditions, SMAC's cumulative liability arising from the sale of products by SMAC to the customer under a purchase order shall in no event exceed, in respect of the products covered by that purchase order, the amount paid by the customer to SMAC.

SMAC accepts no liability for any damage resulting from:

- ▶ The use of a product in a manner for which it was not intended;
- ▶ Incorporation of a product into a final product for which it was not designed or authorized to be used;
- ▶ Total or partial non-performance, poor performance or delay in the performance of contractual obligations, as well as non-compliance, lack of performance of the product or service provided.

SMAC will in no case be liable for the following losses or damages, whatever their origin: immaterial damages, operating loss (of income or sales, loss of business, loss of profits or contracts), loss of expected savings, loss of data, loss of work or management time, image damage, moral damage...

17) WARRANTY

SMAC warrants and guarantees to the customer that the goods and services supplied :

- ▶ Conform to the applicable specifications, drawings and other descriptions
- ▶ Are marketable;
- ▶ Are manufactured in accordance with applicable standards.

SMAC's liability under this warranty includes, without limitation, all parts and labour costs for repair or replacement. Transportation costs, should the goods be returned to SMAC, are the responsibility of the customer.

The foregoing warranties shall be deemed to be performance warranties, the period of which is :

- ▶ As provided by applicable law, or ;
- ▶ Twelve (12) months after delivery of the goods.

18) DISPUTES

In the event of a dispute concerning a provision or its settlement, the Commercial Court of Toulon has sole competence, regardless of the conditions of sale and the method of payment accepted, even in the event of an appeal or multiple defendants.

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