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GENERAL TERMS AND CONDITIONS FOR THE SALE OF SPARE PARTS

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Version tracking

Version	Date	Revision / Reason
1.0	01.09.2022	Creation

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1 GENERAL INFORMATION

The purpose of these general terms and conditions of sale of parts (hereinafter referred to as the "General Terms and Conditions") is to regulate the relationship between DÜRR Systems SAS (hereinafter referred to as "DÜRR SYSTEMS") and its customer (hereinafter referred to as "the Customer") for the supply of new equipment (hereinafter referred to as the "Equipment") The Customer shall be entitled to receive a standard exchange (hereinafter referred to as "Standard Exchange Parts") or to repair defective parts (hereinafter referred to as "Repaired Parts") in accordance with the terms of DÜRR SYSTEMS' quotation and as defined in the order (hereinafter referred to as the "Order").

Standard Exchange" means the replacement of a defective part with a repaired part of the same kind.

The sending of the Order signed by the Customer shall imply acceptance by the latter of these General Terms and Conditions of Sale of Parts and shall render its general terms and conditions of purchase or any other similar document unenforceable against the Supplier unless the latter expressly accepts them in writing in the Order acknowledgement.

2 ORDERS AND SUPPLIES

The minimum order value is € 200 excl.

DÜRR SYSTEMS reserves the right to modify at any time certain specifications of its Materials if these modifications do not affect their main characteristics and if DÜRR SYSTEMS substitutes characteristics ensuring equivalent performance and quality.

Unless expressly stated otherwise, the shape, size, weight, performance and specifications of the Materials indicated in the brochures and price lists issued by DÜRR SYSTEMS are indicative.

3 DELIVERY

Delivery times are given as an indication only and depend in particular on the availability of carriers and the order of arrival of orders.

Delays in delivery shall not give rise to penalties for delay or compensation, nor shall they give rise to the cancellation of the order.

DÜRR SYSTEMS reserves the right to make partial deliveries or grouped orders unless the customer expressly requests otherwise when ordering. The customer will be charged for the different transports related to these multiple shipments.

Delivery may be ex works (Incoterms 2020 CCI), unless otherwise agreed, from the Lisses factory.

For deliveries in Metropolitan France, the sale may be made DAP (Incoterms 2020 CCI) unless otherwise agreed upon from the Guyancourt facility.

For deliveries outside mainland France, the sale may be made Ex Works (Incoterm 2020) unless otherwise agreed at the Guyancourt site.

The delivery of Equipment, Repaired Parts or Standard Exchange Parts to the place agreed on the order entails the transfer of risk to the Customer.

The Customer shall then carry out a thorough examination of the Equipment, Repaired Parts or Standard Exchange Parts thus delivered. In the event of damage to the Equipment, Repaired Parts or Standard Exchange Parts delivered or shortages, it is the Customer's responsibility to make all necessary reservations with the carrier. Any product that has not been the subject of reservations by registered letter with acknowledgement of receipt to the carrier within 3 days of its receipt, a copy of which shall be sent simultaneously to DÜRR SYSTEMS, shall be considered accepted by the Customer. The unconditional acceptance of the latter releases DÜRR SYSTEMS from the warranty for apparent defects and from the obligation to deliver compliant Equipment.

No product may be returned to DÜRR SYSTEMS without its prior written consent. In this case, the returns shall be made carriage paid to the address indicated by DÜRR SYSTEMS without any costs and charges for DÜRR SYSTEMS. DÜRR SYSTEMS shall not be liable for any loss or damage of the packages.

4 RESERVATION OF OWNERSHIP

DÜRR SYSTEMS reserves the ownership of the delivered Materials, repaired Parts, Standard Exchange Parts until full payment of the price.

In case of seizure or any other intervention by a third party, the customer shall immediately notify DÜRR SYSTEMS in writing.

5 PRICES - PAYMENT

The prices are exclusive of VAT and are payable in Euros.

Payments shall be made to DÜRR SYSTEMS net and without discount.

In accordance with the law on the modernization of the economy n° 2008-776 of 4 August 2008, the so-called LME, payments shall be made within 45 days of the date of issue of the invoice.

Pursuant to Article L 441.6 paragraph 12 of the French Commercial Code as amended by Law No. 2012-387 of 22 March 2012, any late payment shall automatically render the following payable from the first day following the settlement date shown on the invoice:

- Late payment penalties equal to the refinancing rate of the European Central Bank plus 10 points;
- A fixed indemnity for collection costs in the amount of 40 euros. In accordance with the above-mentioned law, DÜRR SYSTEMS shall also be entitled to claim additional compensation if the collection costs incurred exceed the amount of this fixed compensation.

In the event of a dispute, the customer shall not unduly withhold the amounts due. No penalty or compensation of any kind shall be due by DÜRR SYSTEMS in the event of a delay caused by an event attributable to the customer or to an event of force majeure within the meaning of article 6 below or by a third party or if the customer is not able to prove that the delay has caused him damage.

If the Customer fails to pay DÜRR SYSTEMS the amounts due to DÜRR SYSTEMS on the due date, DÜRR SYSTEMS shall be entitled to reclaim and sell the Equipment, Repaired Parts or Standard Exchange Parts after a notice of default has remained unsuccessful for eight (8) days.

In the event that the Customer is subject to insolvency proceedings, DÜRR SYSTEMS shall be entitled to claim and sell the delivered Materials, Repaired Parts or Standard Exchange Parts in accordance with the applicable legal and regulatory provisions.

6 FORCE MAJEURE

If the performance of a contractual obligation is prevented, restricted or delayed due to force majeure, i.e. any external, unforeseeable cause, including but not limited to natural disasters, acts of God, war, hostilities, labour disputes at DÜRR SYSTEMS or its suppliers, shortage or delay in the supply of raw materials or capital goods, fire, explosion, accident, pandemic, which the party whose performance of the contract is impaired could not overcome with reasonable care, this party shall be exempted from any liability, compensation, penalty, due to the impediment, restriction or delay and the time limits for performance shall be extended accordingly.

The Party that invokes the case of force majeure must immediately inform the other Party of their occurrence and of their cessation by email and registered letter with acknowledgement of receipt. In the absence of information on the occurrence of the circumstances in question, the interested Party shall not be able to avail itself of this unless the circumstances also prevented the information.

In the event that it is impossible to perform due to the occurrence of an event of force majeure as defined above for a period of more than three (3) months, the parties shall negotiate the terms and conditions for adapting the Contract in order to nevertheless allow the total or partial achievement

of the objective pursued. If this is not achieved, the Contract shall be terminated without formality and the Customer shall pay DÜRR SYSTEMS the price corresponding to the Equipment delivered or in the process of being delivered or manufactured.

7 WARRANTY

The contractual warranty of DÜRR SYSTEMS covers defects in design, material or workmanship of the goods for a period of 6 months from delivery. The contractual warranty is limited, at DÜRR SYSTEMS' discretion, to the replacement or repair of the defective part to the exclusion of any other service or compensation.

The parts to be replaced or repaired under the warranty shall be the property of DÜRR SYSTEMS and shall be returned by the customer at his own expense to the place indicated by DÜRR SYSTEMS so that the latter may proceed with the ascertainment and expertise of the defect.

The new replaced or repaired part shall be sent by DÜRR SYSTEMS according to the Incoterm 2020 CIP for the service performed by the Lisses plant.

The replaced or repaired part shall be returned by DÜRR SYSTEMS from the Guyancourt plant for delivery in Metropolitan France according to Incoterm 2020 DAP and for delivery outside Metropolitan France according to Incoterm 2020 ex work

Unless otherwise agreed, the warranty does not include the replacement of any fluid, wearing part or consumable product.

The warranty is conditional, on the one hand, on the customer's notifying DÜRR SYSTEMS without delay of the occurrence of the defect together with all available information on the defect and, on the other hand, on DÜRR SYSTEMS' analysis.

However, DÜRR SYSTEMS shall not be liable to warranty the Customer in the following cases:

- Repaired parts ;
- Standard exchange as defined in article 1;
- Defects resulting from products or materials, such as fluids, paint or any other product, the supply of which is the responsibility of the Customer and which are used in combination with the Equipment to ensure the operation of the installation comprising said Equipment;
- Interventions on the Hardware by the Customer himself or by third parties under conditions not previously approved in writing by DÜRR SYSTEMS;
- Defects or damage caused either by the fault or negligence of the user of the Equipment or by an event of Force Majeure or an act of God;
- Non-compliance with the instructions of DÜRR SYSTEMS, in particular if the Hardware is not used in accordance with its intended purpose and/or the operating mode of the Hardware or of the installation incorporating the Hardware, in particular with regard to maintenance;

- Normal wear and tear of the Equipment;
- Exposure of the Equipment to the weather or to an environment that is likely to damage it.

The replacement or repair of a part during the warranty period shall not have the effect of extending the warranty period.

The Client may not take advantage of the warranty to suspend or defer payments.

8 RESPONSABILITY

The liability of DÜRR SYSTEMS is strictly limited to the obligations expressly mentioned in the Agreement and can only be called into question within the framework of French common law.

DÜRR SYSTEMS shall under no circumstances be liable to compensate for operating losses, production losses, profits, contracts, revenues, losses of a financial or economic nature and, more generally, immaterial or indirect losses or damages, of which the Customer may be the victim in connection with the Contract.

Any penalties or damages provided for in the Special Conditions shall be in the nature of liquidated damages and shall be exclusive of any other penalty relating to the events that led to their application.

Except in the case of personal injury, the total liability of DÜRR SYSTEMS under the Contract shall be limited, for all causes and all damages, to the price of the Contract excluding any amendments thereto.

The Customer shall be responsible for the waiver of recourse by his insurers against DÜRR SYSTEMS beyond the limits and exclusions mentioned in this article.

9 NON-PERFORMANCE BY DÜRR SYSTEMS

The customer, who claims non-performance by DÜRR SYSTEMS, may not decide to reduce the contract price and/or suspend its execution.

10 TERMINATION

10.1 In case of non-performance by either party

In the event of non-performance by one of the parties of one of its substantial contractual obligations, the contract may be terminated by operation of law and without judicial formality,

without prejudice to the damages that the party owing the obligation may claim within the limits of Article 8 above.

The termination shall take effect 15 days after the party owing the obligation has sent a formal notice to perform to the other party by registered letter with acknowledgement of receipt, which has remained without effect.

The party owing the obligation that has been breached may:

- if it is DÜRR SYSTEMS; notify the Customer of the termination of the Contract, demand payment of the Services already performed, of the Equipment delivered or in progress, the balance of the Contract amount, and the return of all documents transmitted to the Customer without prejudice to damages;
- in the case of the Customer; to notify DÜRR SYSTEMS of the termination of the Contract and to pay to DÜRR SYSTEMS, on the basis of supporting documents, the amount of the Materials delivered or in progress.

10.2 In case of termination of the main contract

In case of termination of the main contract between the Customer and his own customer, the contract between DÜRR SYSTEMS and the Customer shall continue to exist unless otherwise agreed.

11 SETTLEMENT OF DISPUTES - APPLICABLE LAW

Any dispute that may arise between the parties concerning the validity, interpretation, performance or termination of the Contract, and which could not be settled amicably, shall be submitted to the Commercial Court of Paris.

The Contract shall be governed by and interpreted in accordance with French law.