

1. GENERAL POINTS

1.1. The purpose of these general terms and conditions is to define the conditions under which Oerlikon Balzers France (hereinafter referred to as "Oerlikon") provides a business customer (hereinafter referred to as "Customer"), who requests it, with a surface treatment service and/or a contract coating service (hereinafter referred to as "Service").

1.2. These general terms and conditions apply to all contracts concluded between Oerlikon and a Customer for the provision of one or more of these Services. These contracts, whatever their form, are therefore by their very nature classified as contracts of enterprise.

1.3. Any order (including orders placed in the context of an "open order") and any contract concluded with Oerlikon shall imply the Customer's unreserved acceptance of and full and complete adherence to these general terms and conditions, which shall prevail over any other document (orders, correspondence, etc.) of the Customer, and in particular over any of the Customer's general terms and conditions, unless the parties have agreed otherwise in advance in writing.

Any deviation from these general terms and conditions shall be subject to the prior express written acceptance of Oerlikon.

1.4. For the purposes of these general terms and conditions, the following definitions apply:

- "writing" means any document in paper form, by fax or by electronic means,
- "Part" means the property which is entrusted by the Customer to Oerlikon and on which the ordered Service is to be performed,
- "Material" means the Material applied by Oerlikon to the Storage Unit for the purpose of performing the ordered Service,
- "Part" means the Part on which the requested Service(s) has been performed.

1.5. the fact that Oerlikon does not avail itself at a given moment of any of the clauses of these general terms and conditions shall not constitute a waiver of the right to avail itself of these same clauses at a later date.

1.6. If any provision of these general terms and conditions is found to be invalid, this shall not affect the validity of the other provisions of these terms and conditions, and the disputed provision may be replaced by a provision of equivalent nature and effect.

1.7. The information contained in our catalogues, brochures, advertisements, price lists, notices and quotes, as well as the statements made by our representatives, agents and servants, are for information purposes only and are not contractually binding, and are therefore subject to change.

1.8. In the event of any discrepancy between these general terms and conditions and any special terms and conditions contained in Oerlikon's quotes, it is expressly stipulated that the provisions of the special terms and conditions shall prevail and take precedence over the provisions of these general terms and conditions.

2. CONTRACT CONTENT

Only the following documents are contractually binding and therefore form part of the contract concluded between Oerlikon and a Customer under these general terms and conditions:

- the quote drawn up in writing by Oerlikon when it has been accepted in writing by the Customer and the order, placed by the Customer to express their acceptance, has itself been accepted by Oerlikon under the conditions defined in these general terms and conditions,
- any technical studies and documents expressly referring to Oerlikon's quote or to which the quote expressly refers and which are communicated before the contract is formed and accepted in writing by both parties,
- the special conditions expressly accepted in writing by both parties, in particular the technical specifications when they have been accepted,
- the order confirmation sent by Oerlikon to the Customer, under the conditions defined in these general terms and conditions, to express its acceptance of the said order,
- the invoice,
- the delivery note,
- these general terms and conditions,
- the Customer's order as accepted by Oerlikon under the conditions defined in these general terms and conditions.

3. CONCLUSION OF CONTRACT

3.1. - Technical specifications

The Customer shall indicate, in the form of technical specifications which must be communicated in writing to Oerlikon before any quote is drawn up, all elements useful for the performance of the Service requested, such as in particular the designation of the Parts to be treated, their number, their dimensions, the material code, any pre-treatments to which the Parts may already have been subjected, the nature of the material used and any treatments already carried out on the latter, and the instructions concerning the surfaces to be coated.

Any call for tender, any order from the Customer, must be accompanied by these technical specifications

Any changes to the technical specifications and/or the sample parts submitted for testing, if any, will result in a new quote being issued.

3.2. - Quote

Quotes are issued in writing by Oerlikon and are valid for two months from the date of issue. They are free. Oerlikon's services shall be limited exclusively to the items expressly stipulated in its quote, unless otherwise agreed in writing.

Without prejudice to the provisions of article 3.1 of these general terms and conditions, quotes are only for information purposes and do not entail any commitment on the part of Oerlikon. Oerlikon's quotes shall constitute an invitation to the Customer to submit a binding offer in the form of an order with a view to concluding a contract.

3.3. - Order

The written acceptance of our quote by the Customer is equivalent to an order. All orders must be in accordance with the corresponding quote previously sent by Oerlikon. It constitutes a firm offer of a contract within the meaning of Article 1114 of the French Civil Code.

As soon as Oerlikon receives the order transmitted by the Customer, this order may no longer be modified by the Customer unless Oerlikon gives its express written consent.

3.3.1. Closed order

Without prejudice to the foregoing, the closed order shall specify the quantities, prices, deadlines and logistical conditions in a binding manner.

3.3.2. Open order

Without prejudice to the above, or to the conditions defined by Article 1304-2 of the French Civil Code, the open order must also meet the following conditions:

- It is limited in time by the period agreed by both parties.
- It defines the characteristics and price of the products.
- At the time of the confirmation by Oerlikon of the open order, the maximum and minimum quantities and the completion deadlines must have been agreed upon by the parties.
- Delivery scheduling defines specific quantities and deadlines that fall within the range of the open order. If the corrections made by the Customer to the provisional quantitative estimates of the schedule of the overall open order or of the delivery orders deviate by more than 15% of the amount of the said estimates, the parties shall consult each other in order to find a solution to the consequences of this deviation assessed by Oerlikon. In the event of an upward variation, the conditions, in particular the deadlines, shall be reviewed and Oerlikon shall do its utmost to satisfy the Customer's request in quantities and deadlines compatible with its capacities (of production, transport, subcontracting, personnel, financial, etc.).

3.4. - Acceptance of the order

The contract between Oerlikon and the Customer shall only come into being subject to and after express written acceptance of the order by Oerlikon - such acceptance taking the form of an order confirmation sent to the Customer in writing by Oerlikon. The contract thus concluded between Oerlikon and the Customer shall be concluded and shall come into force on the date on which Oerlikon issues this order confirmation.

3.5. - Contracts concluded by electronic means

When the contract between Oerlikon and the Customer is concluded by electronic means, Oerlikon and the Customer, who are both acting in a professional capacity, expressly agree, in application of the option offered to them by Article 1127-3, paragraph 2 of the French Civil Code, to derogate from the provisions of 1° to 5° of Article 1127-1 of the French Civil Code, as well as from the provisions of Article 1127-2 of the French Civil Code relating to the conclusion of contracts by electronic means.

3.6. - Modification and cancellation of orders

Once the contract between Oerlikon and the Customer has been concluded by Oerlikon sending an order confirmation, the order can no longer be cancelled or modified by the Customer unless the following cumulative conditions are met:

- The Customer has sent Oerlikon a written request to cancel or modify their order,
- Oerlikon has given its express written consent to the Customer's request for cancellation or modification,
- And the Customer has paid to Oerlikon a compensatory indemnity, by way of damages, as compensation for the loss suffered as a result of the cancellation or modification of its order, in an amount equal to 30 (thirty) % of the total amount inclusive of tax of the cancelled or modified order, without prejudice to Oerlikon's right to obtain compensation for the entire loss caused to it by the modification or cancellation of the order. By express agreement between the parties, in the event that a deposit has been agreed between them, this deposit shall be automatically acquired by Oerlikon as a penalty and shall not give rise to any reimbursement, without prejudice, here again, to the right of Oerlikon to obtain compensation for all the loss caused to it by the modification or cancellation of the order.

4. PRICES

4.1. The Services are provided at the prices stated in our quote.

In the absence of agreement on a price by both parties, before the execution of the Service or Services requested, the price shall be invoiced by Oerlikon on the basis of its quote.

4.2. The prices are in euros, excluding taxes, VAT at the rate in force at the time of the generating event, excluding packaging costs, excluding transport costs and excluding environmental management costs.

4.3. The price corresponds exclusively to the Services specified in the quote, excluding all accessory costs such as: transport costs, packaging costs, environmental management costs, costs of special controls, costs relating to any certificates of conformity, specific insurance costs, taxes, etc.

4.4. Any taxes, duties, customs clearance fees or other charges or duties or other services that would be payable in application of the applicable regulations in force, are the exclusive responsibility of the Customer.

4.5. A minimum invoice amount shall be charged by Oerlikon for each order placed by the Customer. The Customer shall be informed of this minimum invoice amount in the quote drawn up by Oerlikon beforehand.

4.6. Unless otherwise agreed in writing between the parties, payments shall be made in euros.

4.7. If the quote provides for a contractual price revision formula, a supplementary invoice to that made at the time of delivery of the work will be drawn up according to the date of publication of the indices to which the quote refers.

5. DELIVERY TIMES

5.1. The delivery time is the time required to perform the requested Services.

5.2. The delivery period begins on the latest of the following dates:

- date of acceptance by Oerlikon of the Customer's order,
- date of arrival at the site responsible for carrying out the Services of the Parts to be processed, as well as of all the documents and technical information or material elements necessary for carrying out the work and which are to be provided by the Customer,
- date of acceptance by the Customer of the prototype parts if the production of such parts has been previously agreed in writing by both parties,
- date of receipt by Oerlikon of any agreed advance payment.

The delivery times indicated by Oerlikon are purely indicative and without obligation on the part of Oerlikon.

5.3. In any event, in the event of any delay in delivery, Oerlikon and the Customer expressly agree:

(a) that such delay shall not give rise to any penalty, compensation or damages whatsoever. Without prejudice to the foregoing, such delay may, however, give rise to penalties for delay on condition that and only if Oerlikon has previously, expressly and in writing, given its specific agreement to the Customer to the application of such penalties.

(b) that, notwithstanding the foregoing, Oerlikon shall be released by operation of law from any possible commitment to apply late payment penalties that Oerlikon may have agreed to take, expressly and in writing, and thus from any possible subsequent liability:

- in the event that the Customer has not complied with his obligations relating to the payment of the agreed price,
- in case of modification of the order by the Customer before the delivery of the products under the conditions referred to in article 3.6 of these general terms and conditions,

- in the event of a case of force majeure as defined in article 14.1 of these general terms and conditions preventing Oerlikon from performing its obligation, (c) that, in derogation of Article 1223 of the French Civil Code, the Customer may not notify Oerlikon of a proportional reduction of the price, nor, if he has already paid this price, ask the judge to reduce it, (d) that, notwithstanding Article 1217 of the French Civil Code, the customer may not:

- cause, nor claim the resolution of the contract having for object the Services concerned by the delay,
- refuse to perform, suspend or modify the performance of its own obligation to pay the price of the Services affected by the delay,
(e) and the Customer may neither withhold any invoices relating to orders other than the one affected by the delay, nor cancel his other orders placed with Oerlikon.

5.4. If the Parts, after performance of the agreed Service(s), are not collected by the Customer within one month after notification by Oerlikon that they are available, Oerlikon shall charge the Customer a storage fee and they shall be kept at the Customer's risk. If these Parts are not collected within two months after Oerlikon has notified them to be made available, the Customer shall be required to pay Oerlikon a penalty equal to 100 (one hundred) euros per day until the day of collection of said Parts, in addition to the storage costs, by way of damages, without prejudice to Oerlikon's right to obtain compensation for all the loss caused to it by the failure to collect.

6 TRANSPORT

6.1. Generally speaking, unless otherwise expressly agreed in writing between the parties, the Services offered by Oerlikon shall apply to Parts which are deposited and then taken back by the Customer at the site responsible for performing the Services designated by Oerlikon. The Parts travel at the Customer's expense and risk, regardless of the origin of the packaging or the mode of transport. This provision applies to the various shipments, i.e., to the Parts arriving at or departing from the site in charge of the execution of the Services, regardless of the places of dispatch or destination.

6.2. If the Customer sends the Parts to Oerlikon, this shall be done carriage paid, unless the parties have agreed otherwise in writing. The weight or quantity of the Parts stated on the dispatch notes shall only be deemed to be correct after receipt by Oerlikon.

6.3. Packaging: unless otherwise stipulated, the Customer must deliver its Parts suitably packaged to avoid any deterioration during transport. This packaging must be able to be reused for the return of the Parts after treatment. In case of damaged or insufficient packaging, Oerlikon shall be entitled to replace it and to invoice it to the Customer, the Customer having been notified in advance.

6.4. Upon return of the processed Parts, it shall be the Customer's responsibility to carry out, upon receipt, all weight and quantity checks and to formulate any reservations with the carrier, without this justifying any delay in the payment of Oerlikon's invoices.

6.5. If Oerlikon is commissioned to carry out the dispatch of the Parts or to have it carried out, it shall only act as the Customer's agent, in particular with regard to payment. Oerlikon shall then be entitled to invoice the Customer for all its outlays and its own costs relating to this shipment.

6.6. The Customer, when he has called upon the services of a carrier or a commission agent, or when he has appointed such a carrier or commission agent, shall be responsible for the solvency of such carrier or commission agent and shall indemnify Oerlikon against the consequences of their default.

6.7. In the event that the Customer has used a commission agent or carrier to collect the goods for a third party:
- this third party will have the status of recipient within the meaning of Article L 132-8 of the French Commercial Code,
- and the Customer shall have the status of sender within the meaning of this article and undertakes to sign the consignment note.

7 CONDITIONS OF EXECUTION AND ACCEPTANCE

7.1 - Conditions of execution

7.1.1. Oerlikon undertakes to perform the requested Services in accordance with the contract concluded with the Customer in compliance with the rules of the trade applicable to its profession and in accordance with the conditions of intervention specified herein.

7.1.2. Oerlikon reserves the right to subcontract all or part of the execution of the requested Services.

7.1.3. In order to carry out the operations for the execution of the Services and in agreement with the Customer, Oerlikon reserves the right to proceed, if necessary, with the destruction of Parts for the purpose of adjustment or control.

7.1.4. During the time the Parts are in the hands of Oerlikon and in particular during the performance of the Service, Oerlikon's liability shall, unless otherwise provided for in these general terms and conditions, be governed by Articles 1789 et seq. of the French Civil Code.

7.1.5. Pursuant to Article 1790 of the French Civil Code, if the Part entrusted to Oerlikon was affected by a defect and perished or was damaged as a result of its poor quality, the Customer shall remain bound to pay Oerlikon the price of the Service(s) requested for this Part. More generally, if the Parts delivered by the Customer to Oerlikon have defects in configuration or material, Oerlikon's liability shall be excluded for all damage, of whatever nature (deterioration or loss), which may affect these Parts.

7.2 - Acceptance conditions

7.2.1. If a special acceptance has been provided for following the execution of the Service, the conditions of this acceptance must have been specified by the parties by mutual agreement and in writing at the latest when the order was placed. Failing this, acceptance shall be carried out in accordance with the conditions set out below.

7.2.1.1. Acceptance at the Oerlikon site (or that of its subcontractor) which carried out the work

Acceptance will take place at this site on the date agreed between the parties concerned. If the Customer does not attend or is not represented at the acceptance tests, the acceptance shall nevertheless be deemed to have been carried out by both parties.

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7.2.1.2 Receipt at the Customer or at the Customer's customer from Oerlikon

However, at the Customer's prior written request, acceptance may be carried out at the Customer's premises or at the premises of the Customer's own final recipient of the Parts processed, provided that Oerlikon has given its written consent.

7.2.1.3 - Acceptance of finished parts, after coating or treatment

No acceptance test may take place after machining, assembly or installation of the Parts after the execution of the Service (coating or treatment), the machined, assembled or installed Parts being considered as accepted and accepted without reservation by the Customer.

However, Oerlikon and the Customer may agree in writing to deviate from this rule in the event that any defect that may affect the Part after performance of the Service is only practically detectable through machining, assembly or installation of the Part. If during these operations

(machining, assembly or installation of the Part), no defect has been detected, the Part will be considered as accepted and accepted without reservation by the Customer and no claim will be admitted.

7.2.2. After acceptance, Oerlikon's liability shall be excluded for any apparent defect affecting the accepted Part - it being understood that, by express agreement between the parties, defects shall also be deemed to be apparent if they should normally have been detected by the inspection means used during the examination of the Part.

7.3 - Control of the Parts after delivery on the Customer's site or on the site of the latter's customer

7.3.1. When no contradictory acceptance has been provided for, the acceptance shall be deemed contradictory and accepted without reservation by the Customer at the end of a period of 48 hours after delivery of the Parts concerned to its site or to that of its own customer and, in any event, before their use or their machining, installation or assembly in an assembly or subassembly.

7.3.2. After the expiry of this period of 48 hours, Oerlikon's liability shall be excluded for any apparent defect affecting the Part - it being specified that, by express agreement between the parties, defects shall also be deemed to be apparent if they could have been detected by the inspection means normally used in this field or by the special means employed by the Customer.

8. COMPLAINTS

8.1. All complaints must be made in writing immediately after the discovery of the possible defect. The Customer shall give Oerlikon every opportunity to verify the existence of the alleged defect and, if necessary, to limit the consequences of this defect.

8.2. Without prejudice to the foregoing, the burden of proof of the existence of the alleged defect and of its direct causal link with the Service(s) performed by Oerlikon shall be on the Customer.

8.3. A complaint shall not entitle the Customer to repair the defective parts themselves or to have them repaired by a third party, unless Oerlikon has given its prior written consent.

8.4. In the event of a dispute arising between them with respect to a claim for any defect whatsoever, the Parties agree to endeavour to resolve such dispute by seeking in good faith an amicable settlement.

9. FORCED PERFORMANCE IN KIND – PROPORTIONAL REDUCTION OF PRICE

9.1. As an express derogation from the provisions of Article 1222 of the French Civil Code, in the event of a failure by either of the Parties to fulfil its obligations, the Party suffering the failure may not itself have the obligation performed by a third party, at the expense of the defaulting Party, except with the prior written agreement of that Party, nor may it request in court that the defaulting Party advance the sums necessary for such performance.

9.2. By way of express exemption from the provisions of Article 1223 of the French Civil Code, the Customer may not, in the event of imperfect performance by Oerlikon, notify Oerlikon of a proportional reduction in the price relating to its service, nor, if it has already paid this price, request the court to reduce it.

10. LIABILITY OF OERLIKON

10.1. In the event of loss of or damage to Parts during the performance of the Service(s) requested or of scrap exceeding the scrap rate agreed in the quote, or of defects affecting the Parts after coating or treatment, caused by a faulty performance duly proven by the Customer and recognised by Oerlikon, Oerlikon shall, at its option, be obliged either to establish a credit note for an amount equal to the price (exclusive of taxes and incidental expenses) of the Service(s) requested for the Part concerned, or, where possible, to re-perform, at its own expense, in accordance with the appropriate terms and conditions agreed by the Customer, such Service(s) using, where possible, the original Parts, otherwise with new Parts to be supplied by the Customer. In any event, should Oerlikon be held liable under the conditions defined above, Oerlikon's liability, unless otherwise expressly agreed in writing, shall, subject to mandatory legal provisions, be limited, irrespective of the nature of the damage and of all losses, to an amount at most equal to the value before tax expressed in cost price of the Part lost, damaged or affected by a defect under the conditions referred to above, and which, in any case, shall not exceed twice the price before tax and excluding incidental expenses of the Service(s) requested for the said Part (maximum compensation limit).

10.2. In any event, Oerlikon's liability shall be strictly limited to compliance with the Customer's specifications stipulated in the technical specifications expressly accepted in writing by both parties and/or in any other contractual document as listed in article 2 of these general terms

and conditions. In fact, the Customer is in a position, due to their professional competence in their speciality and according to the industrial production means at their disposal, to define with precision all the specifications necessary for the execution of the Services he requests, according to their own industrial data or those of their own customers and according to the type of material to be processed, and the use he intends for the Part and the industrial result.

10.3. Unless expressly agreed otherwise in writing by Oerlikon, Oerlikon's liability shall be strictly limited to the obligations thus defined in article 10 of these general terms and conditions and Oerlikon shall not be held, as a result and subject to mandatory legal provisions, to any other obligation or compensation for any reason whatsoever.

10.4. When the contract between Oerlikon and the Customer has been concluded by electronic means, Oerlikon and the Customer expressly agree that in the event of non-performance by Oerlikon of any of its contractual obligations, the provisions of article 15 of French Act No. 2004-575 of 21 June

2004 for confidence in the digital economy relating to the contractual liability of the electronic trader shall not apply.
10.5 Oerlikon and the Customer expressly agree that any contractual liability claim against Oerlikon shall lapse within two years from the occurrence of the contractual non-performance giving rise to the liability.

11 EXCLUSION OF LIABILITY

11.1. In any event, all liability of Oerlikon shall be excluded, subject to mandatory legal provisions, in case of indirect damage, consequential damage or incidental damage such as material damage caused to goods other than the Part, as well as in case of immaterial damage (whether consequential or non-consequential), such as loss of income, loss of profit, loss of earnings, loss of business, loss of enjoyment, financial costs, loss of order, loss of contract, increase in operating costs, expenses incurred as a result of the non-performance of the contract such as costs for the purchase of energy (of any kind) and costs for possible dismantling or assembly, any commercial disturbance, and any other commercial or

financial loss, etc. - the Customer waiving, both in their own name and in the name of their insurers, any recourse against Oerlikon and Oerlikon's insurers.

11.2. Oerlikon's liability is also excluded in the following cases:

- if it turns out that the Part supplied by the Customer is defective, does not conform to the one announced or is not adapted to the Service imposed by the Customer;

- if Oerlikon has not been in control of or informed of the processing carried out on the Part before it was handed over to it by the Customer for the performance of the requested Service;

- in the event of a defect arising either from the geometry of the Parts supplied by the Customer, or from a coating or treatment imposed by the Customer, or from improper use or storage or handling of the treated Parts after they have left the Oerlikon site (or that of its subcontractor).

11.3. In no case shall Oerlikon be held responsible for the costs caused by non-conforming Parts, sent to the Customer or to the Customer's customer of Oerlikon without having been previously checked and received by the Customer before being sent.

11.4. Oerlikon does not make any commitment and declines any responsibility with regard to the performance of a Service on prototype or test parts for which the Customer takes full responsibility.

11.5. At the Customer's request, Oerlikon can make proposals for treatment or coating. The Customer shall check that these recommendations are compatible with the use for which the Parts are intended and of which Oerlikon has no control. The responsibility for the verification of this compatibility, as well as for all the consequences and direct and indirect prejudices which could result from a possible incompatibility, rests exclusively with the Customer.

12. REGULATION

12.1 - Payment terms and conditions

In accordance with the legal provisions, the period agreed between the parties to settle the sums due may not exceed sixty days net from the date of issue of the invoice. Unless otherwise expressly agreed in writing, payments shall be made on the 30th day following the date of issue of the invoice. The contractually agreed payment dates may not be unilaterally challenged by the Customer under any pretext whatsoever, including in the event of a dispute.

Unless otherwise agreed in advance in writing, Oerlikon does not grant any discount for payment before the date shown on the invoice or within a period shorter than that stated in these general terms and conditions

Invoices issued by Oerlikon shall be payable at the place of its registered office in full and in cash and exclusively by bank transfer.

12.2 - Late payment

12.2.1 Any late payment shall automatically become due and payable on the first day following the date of payment shown on the invoice:

- Late payment penalties calculated by applying a rate equal to the refinancing rate of the European Central Bank increased by ten points, which may not however be less than three times the French legal interest rate.

- A fixed indemnity for collection costs, amounting to 40 euros. If the collection costs incurred exceed the amount of this flat-rate compensation, Oerlikon shall also be entitled to demand additional compensation where this is justified.

12.2.2 In the event of late payment, Oerlikon shall be entitled to exercise its right of retention on all Parts entrusted to it by the Customer and which are in its possession (or in the possession of its subcontractor) and to suspend deliveries.

12.2.3 Failure to pay shall entail, after a formal notice by registered letter with acknowledgement of receipt from the Customer to fulfil their payment obligation has remained unsuccessful, the obligation for the Customer to pay to Oerlikon, by way of damages, a penalty equal to 15% of the sums due, without prejudice to the right of Oerlikon to obtain compensation for all the damage caused to it by the non-payment. The payment of this penalty shall be due by operation of law at the end of the period of time allowed to the Customer to perform as stipulated in the said notice of default.

12.2.4 In the event of late or non-payment, even partial, of an invoice after the due date by the Customer, Oerlikon further reserves the right, without the Customer being able to claim any compensation whatsoever for any reason whatsoever:

- to suspend the execution of its obligations arising from the same contract as the payment obligation not performed by the Customer,

- and / or to suspend the execution of its obligations arising from all other contracts concluded with the same Customer when it is expressly agreed between the parties that, by the effect of their will, the obligations arising from different contracts concluded between them are considered as being interdependent;

- and / or to declare that the term of the contract has expired and consequently that any sums still due to Oerlikon on any grounds whatsoever shall become immediately payable; these sums must then be paid to Oerlikon by the Customer without any summons or formality,

- and/or to cancel, by registered letter with acknowledgement of receipt addressed to the Customer, the contract that gave rise to the obligation to pay that was not performed by the Customer - it being expressly agreed between the parties that the Customer, debtor of an obligation to pay, will be validly put in default by the mere fact that the obligation is due, in accordance with the provisions of Article 1344 of the French Civil Code.

12.3 - Prohibition of offsets

12.3.1 The Customer shall not be entitled to set off the sums owed to Oerlikon by the Customer under the contractual relationship against sums which the Customer considers to be owed to him by Oerlikon on any grounds whatsoever, nor to make any automatic deduction from such sums, unless Oerlikon expressly acknowledges in writing that such sums are owed to the Customer, for example, on account of a liability incurred by Oerlikon towards the Customer. Non-payment, in whole or in part, by the Customer of Oerlikon's invoices in disregard of this prohibition shall constitute an outstanding payment and shall give rise to the application of the provisions of article 12.2 hereof relating to late payment.

12.3.2 Reciprocally, any compensation that Oerlikon may intend, for whatever reason, to make between on the one hand the sums that Oerlikon may owe to the Customer and on the other hand the sums that the Customer owes to Oerlikon by virtue of their contractual relationship, shall be excluded, unless Oerlikon and the Customer have agreed otherwise in writing and in advance.

12.4 - Changes in the Customer's situation

12.4.1 In the event of a deterioration in the Customer's situation, such as a deterioration in their credit rating as evidenced by financial information and late payment, Oerlikon reserves the right to demand immediate cash payment from the Customer before any delivery of all orders in progress.

12.4.2 Pursuant to Article 1220 of the French Civil Code, Oerlikon shall be entitled to refuse, as a precautionary measure, to perform its obligation, even though it is due, if it is clear that the Customer will not perform its obligations on the due date and that the consequences of such non-performance are sufficiently serious for Oerlikon, which is the victim of the default. By express agreement between the parties, this exception of non-performance as a precautionary measure may also be used by Oerlikon to suspend the performance of its obligations arising from all contracts concluded with the same Customer, provided that it is expressly agreed between the parties that, by the effect of their will, the obligations arising from different contracts concluded between them are considered to be interdependent. The suspension of performance shall take effect immediately, upon receipt by the Customer presumed to be in default of the notification of the intention to apply the exception of preventive non-performance until the Customer performs the obligation for which a future default is evident, served by registered letter with acknowledgement of receipt.

12.4.3 The Customer may not assign or transfer, in whole or in part, whether free of charge or against payment, in any form whatsoever (in particular by transfer of goodwill, contribution to a company, transfer of securities, etc.) and to any person whatsoever, its contracts concluded with Oerlikon without the prior written consent of Oerlikon.

13. APPLICATION OF THE ACT ON SUBCONTRACTING

When the contract concluded between Oerlikon and the Customer is part of a chain of business contracts within the meaning of French Act No. 75-1334 of 31 December 1975, the Customer shall be legally obliged to have Oerlikon accepted by its own Customer. He shall also be obliged to have Oerlikon's terms of payment accepted by him. The Customer, if he is not himself the final Customer, undertakes to require the latter to comply with the formalities required by the 1975 Act. In accordance with Article 3 of this law, the absence of presentation or approval shall make it impossible for the Customer to invoke the contract against Oerlikon. This impossibility concerns, in particular, challenges relating to possible defects in conformity with the specifications. However, in accordance with the said article, the Customer shall remain bound to Oerlikon, its subcontractor, to perform its contractual obligations. Furthermore, if the Customer is aware of the existence of a subcontractor, it must give notice to the contractor to comply with the obligations arising from the law. If he fails to do so, he is liable under article 14-1 of the 1975 Act. For the purposes of these general terms and conditions, the 1975 Act is considered to be the international act applicable through the Customer to End Customers, regardless of the country in which they are established.

14. FORCE MAJEURE

14.1 Any event beyond the control of Oerlikon, which could not reasonably be foreseen at the time of the conclusion of the contract with the Customer and the effects of which cannot be avoided by appropriate measures, shall be deemed to be force majeure preventing Oerlikon from fulfilling its obligation. Furthermore, by express agreement between Oerlikon and the Customer, events such as lock-outs, total or partial strikes; epidemics; pandemics; war; requisition; shortage of raw materials, fuel, energy or labour; unavailability of specialised personnel; fire; floods; frost; interruption, reduction or significant delays in transport; any other cause leading to total or partial unemployment for Oerlikon or for its suppliers or subcontractors; any other cause leading to the loss of the right to use the goods; unavailability of specialized personnel; fire; floods; frost; interruption, reduction or significant delays in transport; any other cause leading to total or partial unemployment for Oerlikon or its suppliers or subcontractors; legal changes in working hours; accidental stoppage of production; riots; import or export bans or embargoes, etc. which would have an influence on the execution of the requested Services - including in the event that these same events occur at its subcontractors or suppliers.

14.2 In the event of the occurrence of a case of force majeure as defined in article 14.1 of these general terms and conditions preventing Oerlikon from performing its obligation, Oerlikon shall notify the Customer in writing as soon as possible of the occurrence of the event. The contract between Oerlikon and the Customer shall be suspended by operation of law, without compensation, as from the date of occurrence of the event. If the event lasts for more than three months from the date of its occurrence, the contract between Oerlikon and the Customer may be terminated by the more diligent party, without penalty and without either party being entitled to claim damages, and the parties shall be released from their obligations.

15. UNPREDICTABILITY

15.1 Notwithstanding the provisions of Article 1195 of the French Civil Code, Oerlikon and the Customer expressly agree that if a change in circumstances (economic, legal, commercial, monetary, etc.), unforeseeable at the time of the conclusion of the contract binding them, makes the performance of the contract excessively onerous for one or other of the two parties, the said party may ask its contracting partner to renegotiate the contract. This request must take the form of a registered letter with acknowledgement of receipt relating all the data that justify it. Each party then undertakes to renegotiate the contract in good faith, so as to reach an agreement which, by adjusting the terms of the original contract, will have no novatory effect.

15.2 If, despite the efforts of the parties, no agreement has been reached within three months of the receipt by the other party of the request for

renegotiation, each party may then freely terminate the contract concerned, without penalty or compensation, by registered letter with acknowledgement of receipt. The termination of the contract will then take effect at the end of a period of three months from the date of receipt of the said letter.

15.3 During the entire period of negotiation, the contract shall continue on the terms originally agreed.

16. CONFIDENTIALITY

16.1 The Customer and Oerlikon acknowledge that all technical, commercial and financial information, other than advertising information, communicated by one to the other between the time of the negotiations for the conclusion of a possible contract and the time of the execution of the contract, and during the execution of the contract, is of a confidential nature and shall not be disclosed to third parties, nor shall it be used for any purpose other than that for which it was intended, without any time limit, even if the contract has not been concluded after the negotiations. Consequently, the Customer and Oerlikon undertake to respect this obligation of confidentiality with respect to such data and to ensure that it is respected by all members of their staff concerned.

16.2 Notwithstanding the foregoing, the prohibition on disclosure to third parties of the information referred to in Article 12.1 hereof shall not apply where the recipient of the disclosure is another company of the Group to which the Customer or Oerlikon belongs or one of their subcontractors, and where such disclosure is necessary for the performance of their contract, provided that the party making the disclosure has ascertained in advance that the recipient of the disclosure is bound by the same obligation of confidentiality.

17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Oerlikon retains all intellectual property and know-how related to the sequences or processes it implements. In this respect, Oerlikon shall remain the owner of all intellectual property rights on the studies, drawings, models, prototypes, test pieces, etc., carried out (even at the Customer's request) with a view to the provision of the Services and of all industrial property rights relating thereto. The Customer shall therefore refrain from any reproduction or exploitation of the said sequences, processes, studies, drawings, models and prototypes, test pieces, etc., without the express, written and prior authorisation of Oerlikon, which may make such authorisation conditional on payment of a financial consideration.

18. APPLICABLE LAW - LANGUAGE

18.1 These general terms and conditions are governed exclusively by French law.

18.2 All disputes relating to the application or interpretation of these general terms and conditions, as well as all disputes relating to the formation, interpretation, performance and termination for any reason whatsoever (including for gross breach of an established commercial relationship) of the contracts concluded between Oerlikon and the Customer, shall be subject exclusively to French law.

18.3 These general terms and conditions are written in French. In the event that they are translated into one or more languages, only the French text shall be deemed authentic in the event of a dispute.

19. LITIGATION

19.1 Mandatory prior mediation clause

In accordance with Article 1530 of the French Civil Code, the Parties agree that any disputes relating to the application or interpretation of these general terms and conditions, or to the formation, interpretation, performance and termination for any reason whatsoever, of the contracts concluded between Oerlikon and the Customer, shall be submitted, prior to any legal proceedings, to mediation by a person who shall be chosen by mutual agreement by the Parties with a view to finding an amicable solution. If the Parties fail to agree on the choice of mediator, the disputes shall be submitted, at the request of the most diligent Party, to the Médiateur des Entreprises (<https://www.economie.gouv.fr/mediateur-des-entreprises>).

The Parties undertake to participate in at least one mediation meeting by delegating a person with decision-making authority.

The costs of the mediation shall be borne by each of the Parties in equal shares.

If the mediation procedure fails, the Parties shall have the option of taking legal action in accordance with the provisions of Article 19.2 of these general terms and conditions.

19.2 JURISDICTION CLAUSE

ALL DISPUTES RELATING TO THE APPLICATION OR INTERPRETATION OF ALL DISPUTES RELATING TO THE APPLICATION OR INTERPRETATION OF THESE GENERAL TERMS AND CONDITIONS, AS WELL AS ALL DISPUTES RELATING TO THE FORMATION, INTERPRETATION, PERFORMANCE AND TERMINATION FOR ANY REASON WHATSOEVER (INCLUDING FOR GROSS BREACH OF AN ESTABLISHED BUSINESS RELATIONSHIP) OF CONTRACTS CONCLUDED BETWEEN OERLIKON AND THE CUSTOMER, AS WELL AS ALL DISPUTES RELATING TO LIABILITY INCURRED AS A RESULT OF AN INFRINGEMENT OF COMPETITION LAW, SHALL BE BROUGHT EXCLUSIVELY BEFORE THE COMPETENT COURT IN WHOSE JURISDICTION THE REGISTERED OFFICE OF OERLIKON IS LOCATED, EVEN IN THE EVENT OF SUMMARY PROCEEDINGS, INCIDENTAL CLAIMS, WARRANTY CLAIMS OR MULTIPLE DEFENDANTS, SUBJECT TO THE JURISDICTION OF THE SPECIALIZED COURTS. IN THE LATTER CASE, THE SPECIALIZED COURTS DESIGNATED FOR THE JURISDICTION OF THE COURT OF APPEAL OF THE PLACE OF OERLIKON'S REGISTERED OFFICE SHALL HAVE JURISDICTION.