

ACCEPTANCE OF GTC

All purchase orders, orders, contracts and design work placed with MODEL'ALP automatically imply the customer's acceptance of all our general conditions relating to our services, unless otherwise agreed. Purchase orders shall specify the technical, commercial and administrative conditions agreed between MODEL'ALP and the customer. These special conditions shall prevail over the present general conditions insofar as the former contradict the latter. Any changes made to an accepted order shall be subject to an addendum.

If required to do so, MODEL'ALP may change, update or rectify these conditions to take into account legislative, regulatory, jurisprudential and/or technical developments.

CONTRACTS AND ORDERING

Contracts are effective from the date on which the estimate is signed. All orders must be made out to MODEL'ALP in writing. Your order will be definitively registered on receipt of our acknowledgement of receipt confirming the acceptance of your order. Orders placed verbally or by telephone will only be processed after written confirmation is received from the customer. Any changes made by the customer to any item of data on the order will only be binding on MODEL'ALP after its prior express written acceptance. Changes made to an order at the customer's request may result in changes to delivery times and product prices. If an order accepted by MODEL'ALP is cancelled, the portion of the order already completed or in the procurement process on the date of receipt of the written notice of cancellation shall be paid for by the customer. Furthermore, MODEL'ALP may either keep any deposit paid as damages or claim damages from the customer in compensation for its loss.

PURPOSE OF THE AGREEMENT

The General Terms and Conditions of Sale described below specify the rights and obligations of MODEL'ALP and its customer relating to the sale of services or production of goods by MODEL'ALP.

The purpose of the contract may be the provision of consulting services, the acquisition of data used to create 3D or 2D digital models, the use, processing or creation of digital data, assistance in the management of digital data relating notably, but not exclusively, to 3D modelling and digitisation. The contract also includes, but is not limited to, the production of parts resulting from additive manufacturing and duplication. If any documents of any kind whatsoever are entrusted to MODEL'ALP by the customer, it is up to the customer to make arrangements, if necessary, against the risk of loss or damage by keeping a duplicate of all the items handed over to MODEL'ALP. MODEL'ALP shall under no circumstances be held liable in the event of damage or total or partial destruction of one of these documents. The purpose of the contract is stated in the written confirmation of the order by the Customer in the signed estimate. Any service completed by MODEL'ALP therefore implies unreserved acceptance of these general terms and conditions of sale.

PERFORMANCE OF THE SERVICE PROVISION

The customer undertakes to provide MODEL'ALP with all the accurate, sincere and up-to-date information essential for the performance of the service provision ordered. In the event of defective, erroneous or missing information provided by the customer, the latter remains solely responsible for any malfunction directly or indirectly related to the information provided by the customer to MODEL'ALP.

To perform the work contracted to it and on account of the level of complexity of this work, MODEL'ALP shall rely on the skills of its staff and may subcontract the performance of certain services to external service providers. In all events, the subcontractor shall be jointly and severally liable with MODEL'ALP for the flawless performance of the service(s) to be provided. The customer and MODEL'ALP will jointly manage the project, notably with regard to:

- The definition and specifications of the work to be performed,
- the methods, and the resource strategy.

The client will take all necessary action to follow up on the proposals and suggestions provided by MODEL'ALP. Only the deadlines stated in the relevant estimate shall be binding on MODEL'ALP.

In the event of a delivery delay imputable to MODEL'ALP, only the damage actually sustained by the customer, proven and assessed, may give rise to a claim for compensation which may, in any event, only be implemented

after negotiating with MODEL'ALP and after the agreement of both parties. Failing an agreement, the prejudice suffered will be assessed by an expert appointed by the President of the Commercial Court of Annecy, at the request of the most diligent party. The delivery times stated are automatically suspended by any event beyond the control of MODEL'ALP resulting in late delivery, and in particular in the event of force majeure, as defined in the article FORCE MAJEURE hereinafter.

FORCE MAJEURE

MODEL'ALP shall not be held liable for delays or obstacles relating to the performance of this contract in the event of the occurrence of any event beyond its control preventing or delaying the performance of the service(s) stated in the previous article, and which is deemed an event of force majeure. Force majeure shall be construed to mean any external, unforeseeable and overwhelming event within the meaning of Article 1148 of the Civil Code. Force majeure events include, but are not limited to, the following:

- war (declared or undeclared), civil war, riots or revolutions, acts of piracy,
- sabotage, requisition, confiscation, embargo or expropriation,
- natural cataclysms such as violent storms, cyclones, earthquakes, floods, lightning strikes.
- Epidemics,
- glass breakage,
- equipment breakage,
- explosions or fires,
- transport interruptions or delays,
- supply chain rupture, shortage of raw materials, defectiveness or poor quality of raw materials,
- boycotts, strikes and lockouts in any form, work-to-rule, occupation of premises,
- acts of public authority, whether lawful or unlawful, arbitrary or otherwise,
- or any other event beyond the control of MODEL'ALP.

PERFORMANCE AUDIT

The Customer shall clearly and unambiguously inform MODEL'ALP of its general decisions, choices, and more generally its observations of any kind. At the request of either party, progress meetings may be held to assess work progress and the implementation of the projects underway. In the event of a dispute, the Customer must state its disagreement by ordinary letter within one month of delivery of the service provision. Source file quality: For ethical and legal reasons, MODEL'ALP undertakes to use software updated on a regular basis.

MODEL'ALP undertakes to deliver the parts as specified in the file supplied by the customer, or produced by MODEL'ALP and validated by the customer, and in accordance with the precision of its machines.

The accuracy of the parts guaranteed by MODEL'ALP meets the standard

"NF T58-000". The content of this standard is available on our website www.modelalp.com in the documentation section.

DELIVERY:

Delivery is made:

- either by direct delivery of the goods to the purchaser;
- or by sending a notice of availability to the purchaser;
- or to the place stated by the buyer on the purchase order.

The delivery time stated when the order is accepted is given for information only and is not guaranteed in any way.

Therefore, any reasonable delay in the delivery of the products shall not result in the following:

- the award of damages to the purchaser;
- cancellation of the order.

The transport risk is borne in full by the purchaser. In the event of goods lost or damaged in transit, the purchaser must, on a compulsory basis, make all the necessary reservations

- on the carrier's delivery note at the time of delivery and notify them to the latter by registered letter with acknowledgement of receipt within a maximum of 3 days
- on the purchase order upon receipt of said goods. In addition, these

reservations must also be confirmed in writing within five days of delivery, by registered letter with acknowledgement of receipt.

CANCELLATION

Any order suspended at the Customer's request for more than 2 (two) months will be invoiced for an amount equal to the costs incurred on the day of suspension. Any cancellation of the order by the Customer after MODEL'ALP has presented its proofs shall result in an invoice for the costs incurred as well as compensation for interruption in production, the amount of which shall be set at an all-inclusive and irreducible sum of 30% of the order total before VAT.

PRICE, FEES AND COSTS

The price that the Customer undertakes to pay to MODEL'ALP for the services provided shall be stated in the estimate signed with the Customer. The prices of the goods sold are those applicable on the day the order is placed. They are stated in euros and calculated exclusive of VAT. Consequently, VAT at the applicable rate and transport costs applicable on the day of the order will be added to the price. MODEL'ALP reserves the right to modify its prices at any time. However, it undertakes to invoice the goods ordered at the prices stated when the order was placed. Related costs are invoiced additionally as specified in the estimate. The pricing terms of the offer made by MODEL'ALP to the Customer or its representative shall be valid for 30 (thirty) days from the date of issue of the offer.

INVOICING AND TERMS OF PAYMENT

Orders are paid by bank transfer only.

When the order is recorded, the buyer shall pay the total invoice amount on receipt of the goods or 30 days end of month for key accounts. Except for the "new customer" procedure, the customer must forward to us:

- A certificate of incorporation
- Contact details of the Accounts Department
- The first payment must be sent to us inclusive of VAT by bank transfer at the time of order. Prototypes will be put into production only after MODEL'ALP has accepted the order. This procedure must be observed for all initial production launches. No discount will be granted for early payment.
- For any order less than 200 € HT (excluding delivery and packaging costs), an administrative fee of 50 € HT will be invoiced

In the event of total or partial non-payment of the goods delivered on the day of receipt, the purchaser shall pay MODEL'ALP a default penalty equal to three times the legal interest rate. The legal interest rate applied is the rate applicable on the day of the delivery of the goods. As of 1st January 2015, the legal interest will be revised every 6 months (Court order n°2014-947 dated 20 AUGUST 2014). This penalty shall be calculated on the basis of the outstanding amount including VAT and shall run from the due date without the need for any prior formal notice. In addition to the default payment penalties, any sum, including the deposit, not paid by its due date shall automatically result in the payment of a flat-rate penalty of 40 euros for collection costs. Articles L. 641-2 and D. 441-5 of the Commercial Code In the event of non-payment of one or more invoices, MODEL'ALP shall send the Customer formal notice by registered letter with acknowledgement of receipt. Failing compliance within eight days of receipt of the above-mentioned formal notice, MODEL'ALP shall suspend the performance of the service until the unpaid invoices are settled, without this suspension being considered as termination of the contract by MODEL'ALP, notwithstanding any damages to which MODEL'ALP may be entitled as a result of non-payment and consequential losses as well as the payment of the above-mentioned late payment penalties. The VAT rate and applicable duties are those of applicable legislation at the date of invoicing. If MODEL'ALP has to hire a third party to collect a debt, the collection costs incurred shall be borne by the Customer.

Failure to pay will make the retention of title clause immediately enforceable, even if not formally notified.

TERMINATION CLAUSE

If, within eight days of implementing the "Late payment" clause, the buyer has not paid the outstanding amounts, the sale will be automatically cancelled and may result in the award of damages to MODEL'ALP.

RETENTION OF TITLE AND INTELLECTUAL PROPERTY

MODEL'ALP retains title to the goods sold until full payment of the price in principal and accessories. MODEL'ALP is

the owner of all intellectual property rights on 2D or 3D data delivered by MODEL'ALP as well as the parts it produces. In this respect, the Customer undertakes to comply with all MODEL'ALP's intellectual property rights, which it fully understands and accepts. It is understood that if changes are made to the files or parts delivered by the Customer or a service provider external to MODEL'ALP, MODEL'ALP is released from any liability as to the operation of the files delivered. The files received by MODEL'ALP are the property of the customer and remain confidential. These files are kept on back-up media for a limited period of one year and/or may be deleted at the request of the customer.

In the event of any non-payment whatsoever, the customer:

- Undertakes to return, at MODEL'ALP's first request, all the items in its possession.
- Shall refrain from disclosing any information relating to this design study and notably from filing patents and/or model registration insofar as it is not the owner of the commercial rights to the results of the design studies carried out by MODEL'ALP, under penalty of damages.

NON-DISCLOSURE

Both parties undertake to keep confidential all information and documents of any kind whatsoever relating to the other party to which they may have had access during the performance of the contract. The parties shall take all necessary measures with regard to their staff to ascertain the non-disclosure of such information and documents. The Agreement entered into by and between MODEL'ALP and the Customer including its addenda are deemed confidential and as such may not be published or communicated to third parties without the written permission of the parties. Nevertheless, MODEL'ALP reserves the right to mention, by way of reference, the existence and purpose of this agreement in its commercial documents distributed notably to its Customers and prospects.

NON-SOLICITATION CLAUSE

Both parties undertake not to employ the staff of the other party having participated in the performance of the contract between the parties, for the entire duration of said performance and for one year following the termination of the contractual relations resulting from these General Terms and Conditions of Sale.

APPLICABLE LAW AND ASSIGNMENT OF JURISDICTION

This contract is governed by French law, even if the service is provided for a customer based outside of French territory. Should a dispute relating to the contract arise between the parties, express jurisdiction is attributed to the Commercial Court of Annecy, notwithstanding in the event of multiple defendants or a third party claim. This jurisdiction clause shall apply even in the case of summary proceedings.

JURISDICTIONAL COMPETENCE

Any dispute relating to the construction and performance of these general terms and conditions of sale is governed by French law.