

# GENERAL TERMS AND CONDITIONS

## 1. GENERAL

The following general terms and conditions of sale govern relations between Poppe+Pothhoff France, a French *société par actions simplifiée unipersonnelle* with a share capital of 4 000 000 euros, whose registered office is located at SCIONZIER (74950), 780 rue César Vuarchex, registered with the Trade and Companies Registry of Annecy under number 605 720 630 ANNECY (hereinafter the "Supplier") and the client (hereinafter the "Client"); the Supplier and the Client are referred together or alone as the "Partie(s)", in connection with the supply of automotive components and parts (hereinafter the "Products"), intended for the car industry.

Any order implies acceptance without reserves of the following general terms and conditions that exclusively govern all of the Supplier sales, to the express exclusion of the Client's general terms and conditions or any other document issued by it, unless negotiated and agreed in writing in advance. The Client is hereby notified of the Supplier's express rejection of any terms inconsistent with these Terms and Conditions or to any other terms proposed by the Client. Neither the Supplier's subsequent lack of objection to any terms, nor the delivery of the Products, shall constitute an agreement by the Supplier to any such terms.

The fact that the Supplier does not prevail itself at any given time of any provision of these general terms and conditions of sale may not be considered as a waiver of implementing any such terms and conditions on a later date.

The invalidity of one or several provisions of the current general terms and conditions shall not impair the validity of the other provisions

## 2. CONTRACTUAL DOCUMENTS

The Contract consists of the following documents, in a decreasing order of priority: (i) the Order issued by the Client and accepted by the Supplier, (ii) Particular Conditions, (iii) these general terms and conditions.

The Contract constitutes the entire agreement between the Parties and supersedes all prior, express or implied, written or verbal, representations and/or agreements. Amendments of the Contract must be in writing and must be validly signed by both Parties

## 3. ORDERS

### 3.1. Order placement

The Client shall place any order of Product in writing, using electronic communication methods. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Unless otherwise agreed, Products will be shipped six to twelve months from the date that the Supplier accepts the purchase order. All orders placed by the Client are subject to acceptance by the Supplier, who will be the only Party able to determine the foreseeable delivery dates. Orders may not be cancelled or rescheduled without the Supplier's written consent.

### 3.2. Firm orders

Firm orders define fixed quantities of Products, prices and an estimate shipment date.

Open orders may be combined with firm orders.

### 3.3. Open orders

After a negotiation period, the Parties may agree on the terms of an open order. Such orders define all requisite characteristics of the Product and/or contractual services, with the exception of certain particulars including delivery dates or exact delivery quantities, and which provides that delivery dates and exact delivery quantities determined according to the Client's needs and the Supplier's production capacity.

Open orders must provide for:

- The duration of the contract, which is necessarily limited in time,
- The characteristics of the Product,
- The method used to determine the price for the Product, including indexation of costs,
- The minimum and maximum quantity of the Product to be ordered by the Client for the duration of the contract as well as the handling of remaining stocks due to minimum viable orders on purchasing and production,
- The estimated production delay,
- Indicative terms of delivery,
- The restocking obligation duration.

Any and all adjustments made by the Client of more than 15% to the quantities and delays set down in the open order will trigger a meeting between the Parties to evaluate the consequences of the variation likely to impact the balance of the contract and to determine the necessary provisions to reestablish said balance.

When the variation takes place upwards, the Supplier shall use his best endeavors to meet the Client's requirements within quantities and delivery times compatible with his capabilities (production, transport, outsourcing, manpower, financial, etc.)

#### 3.4. Order changes

The Client may request that small changes to the Product be made to consider any technological evolution.

Upon such request, the Supplier shall temporarily stop the manufacturing of the Product and review the feasibility and the technical and commercial effects of the changes and transmit a written offer to the Client concerning implementation of the changes. The offer will detail the effects of the changes (particularly with respect to the quality, the safety, the costs, and/or the delivery dates of the Products).

If the Client accepts the Supplier's offer, the Parties shall undertake all necessary adjustments to the Contract in writing prior to implementation of the changes. This shall apply especially to the adjustment of the technical characteristics, the drawings, the Price, the delivery dates and/or other time periods. Any Products manufactured by the Supplier prior to the implementation of this change is payable.

#### 3.5. Order cancellation

Orders placed with and accepted by the Supplier may not be canceled except with the Supplier's written consent prior to shipment. Any deposit made by the Client in context with the cancelled order will be acquired by the Supplier, without prejudice to any damages specified below, and will not give rise to any refund.

In case of the absence of deliveries to the Customer within 24 months, the Supplier could declare an order cancellation. The Customer will be notified within twenty (20) working days in written form.

Furthermore, the Client will be subject to the Supplier's cancellation charge, which shall protect the Seller against all costs and losses that are not covered by the Client's deposit, which will include, but not be limited to, the purchase by the Supplier of non-refundable raw materials, supplies, machines, or any components specific to the Order.

#### 3.6. Restocking procedures

The period during which the Supplier is obliged to supply the Customer after the end of a Contract shall be determined by mutual agreement and may not exceed ten (10) years. The terms and conditions will be negotiated at the time of the exclusive restocking order, according to the quantity of Products ordered, the delivery date required, the cost of raw material and labour, as well as the cost of any additional investments made by the Supplier that would be triggered by this restocking order. However, if a change of supplier is the reason for the termination of a Contract, the Supplier shall under no obligation be required to supply the Product to the Client.

In case of a double sourcing from the Client, the Supplier shall under no obligation be required to supply the Product to the Client.

### 4. SHIPMENT AND TRANSFER OF RISKS

- 4.1. Unless expressly agreed in writing otherwise by the Seller and the Customer, the Products are delivered EXW (ICC Incoterms, 2020). Therefore, risks are transferred to the Client upon shipment, without prejudice to the Supplier's entitlement to claim his rights under the reservation of title clause or to apply his possessory lien.
- 4.2. Delivery dates indicated in the Contract or the Order's confirmation are indicative and not binding and shall not constitute an obligation for Supplier. Furthermore, the delivery period will be automatically extended in the following events:
  - 4.2.1. The fulfilment of the Order requires the use of material or components that are commonly difficult to procure;
  - 4.2.2. Delays imposed by a supplier chosen by the Client to the Supplier;
  - 4.2.3. Changes made to the Order or applicable specific conditions;
  - 4.2.4. Client's failure to provide the Seller with adequate information, approval or any other instructions that are relevant to the performance of the Order;
  - 4.2.5. In case of *Force Majeure*, as defined in article 12 below.

### 5. QUALITY CONTROL AND VERIFICATION OF PRODUCTS

- 5.1. The Client shall inspect the Products upon delivery. The Client will be deemed to have accepted the Products unless it notifies the Supplier in writing of any nonconforming or missing Product within twenty (20) working days following delivery. Such notification must mention the references of the Order/Contract and of the Client, the delivery slip date and any written evidence or other documentation required by the Supplier.
- 5.2. Allegedly nonconforming Products shall be returned to the Supplier at the Client's costs and risk. If the Supplier's inspection reveals, to the Supplier's reasonable satisfaction, that the Products are nonconforming or missing, the Supplier shall, at its expense, repair or replace nonconforming Supplies or provide missing Supplies. The Supplier shall ship to the Client, at its expense and risk, the repaired, replaced or missing Products.

5.3. Any claim made under the provisions of this article 5 shall not give right to the Client to a price reduction for the related Product.

## **6. QUANTITIES DELIVERED**

- 6.1. From the quantity point of view, the number of Products quoted in the Contract shall prevail. However, a certain margin will be tolerated with regard to the number of Products produced, delivered and invoiced and this aspect shall be agreed between the Supplier and the Client during contract negotiations. In the absence of any prior agreement, the generally accepted margin is between + 10 and - 5% in respect of the number of products quoted in the contract.
- 6.2. Unless otherwise agreed between the Parties, when the Product count is carried out by weight, particularly in the case of a mass production delivery, it will be the weight of the actual Product established on the basis of a representative sample that will prevail when establishing quantities.
- 6.3. No dispute on the quantity of Products will be taken into consideration by the Supplier if it has not been notified to the Supplier within a maximum of 48 hours from the time the Products were checked.
- 6.4. The Customer may be required to supply blanks or materials to enable the Supplier to perform its task. Unless otherwise specified, blanks or materials supplied by the Customer for production purposes shall only be eligible for reimbursement if the margin of 5% of the quantity supplied is exceeded. The parties shall jointly determine the method of reimbursement.

## **7. PRICE**

- 7.1. Price of Products will be determined by unit. Any price reduction is subject to negotiation and will be mentioned in the specific conditions of the order. Unless otherwise agreed upon between the Parties in this respect, the price mentioned on the order acceptance are firm and non-revisable and are to be understood in Euro, net, plus VAT when applicable.
- 7.2. The prices are exclusive of all taxes, sales, use and excise taxes, including value added tax and any other similar taxes, duties and charges of any kind imposed by any governmental authority which shall be paid by the Client.
- 7.3. Prices may be adjusted by Supplier, upon notice to the Client at any time prior to shipment and regardless of the acceptance or issuance of a sales confirmation, to reflect any increase of more than [10%] in the Supplier's cost of production, which includes raw materials, components (e.g., steel, aluminium, electronic components), inability to secure Products, energy prices, changes in law, labour, taxes, duties, tariffs or quotas, inflation, increase in freight rates, acts of Government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. This increase of price will be notified to the Client prior to shipment.

## **8. PAYMENT**

### *8.1. Payment deadlines and penalties*

The whole price shall be paid within thirty (30) days following the date of issue of the invoice, in accordance with article L.441-10 of the French Commercial code. The payment made by the Client shall be considered as definitely made after the actual cashing in of the amounts due.

If any portion of the payment is received by the Supplier after the payment deadline set forth above, or if any portion of the payment is received by the Supplier in funds that are not immediately available, then a late payment penalty shall be due to the Supplier. The late payment penalty shall be the portion of the payment not received on the day following the payment deadline, multiplied by a late factor. The late factor shall be equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

Furthermore, in compliance with the provisions of articles L. 441-6 and D. 441-5 of the French Commercial code, any payment delay shall give rise to an additional charge of 40 Euros for the Client, intended to cover collecting costs. An additional fee may be claimed against receipt if the collecting costs claimed for are higher than the additional charge.

### *8.2. Terms of payment*

Unless otherwise agreed between the Parties, the price shall be payable in euros, by bank transfer (SWIFT or SEPA).

## **9. PREPARATORY ORDER WORK AND SECONDARY TASKS**

#### *9.1. Drawings, studies, specifications*

All drawings, studies, specifications, technical documents, or quotations submitted to the other Party are loaned for the purpose of evaluating and discussing the Supplier's commercial proposal. These elements shall not be used by the other party for any other purposes. The Supplier shall retain all intellectual and material property rights to the documents loaned. These documents must be returned to the Supplier at his first request. The same shall apply to studies submitted by the Supplier with a view to improving the quality or cost price of the parts through an original modification to the specifications. These modifications accepted by the Client shall not constitute a transfer of liability to the Supplier.

Any assignment of intellectual property rights or know-how must be covered by a contract between the Supplier and the Client.

#### *9.2. Part design*

9.2.1. Unless otherwise expressly agreed, the Supplier is not the designer of the parts he manufactures. His role is that of an industrial subcontractor. The design which produces the complete definition of a product may, however, form all or part of the subcontract providing that the Client ultimately assumes total responsibility with regard to the industrial result sought. This particularly applies to parts manufactured by the Supplier, at the Client's request and on the basis of specifications or a working drawing given by the latter.

9.2.2. Should the Supplier be the sole designer and supplier of parts intended for the clientele of the Client, this case must be covered by a separate special contract.

#### *9.3. Initial samples*

Initial samples and associated documents forwarded to the Client must be covered by the strictest confidentiality. They may not be disclosed to any third party other than the end Client without the Supplier's explicit approval.

No order for mass produced parts may be commenced until the Client has validated the initial samples. The Supplier shall not be held responsible for any late delivery ensuing on the lack of or late validation of these samples.

#### *9.4. Prototypes*

Models and prototypes, when not covered under the contract entered, must be covered by a specific order.

#### *9.5. Tools*

9.5.1. Some tools may be provided by the Client. In such cases, it is compulsory for them to visibly bear plates indicating that they are the Client's property and they must be supplied free of charge to the site specified by the Supplier. The Client is responsible for checking that the tools are appropriate to the operation or to the product to be manufactured.

In all cases, should the tools received by the Supplier fail to be suitable for the use that could be reasonably expected of them, the Supplier reserves the right to procure said tools and to invoice them on to the Client.

9.5.2. The Client will make a financial contribution, to be invoiced separately, to costs incurred by the Supplier in respect of the design and production of a tool and of manufacturing development

As the tools have been designed by the Supplier and adapted to his methods and equipment, they remain his property and shall be kept in his workshops.

The Client's contribution to tool costs only entitles him to use said tools in the Supplier's workshops. The Client's contribution does not entitle him to any material or intellectual property rights or know-how.

### **10. CHARACTERISTICS AND STATUS OF THE PRODUCTS ORDERED**

#### *10.1. Product end usage*

The Client is sole responsible for the use made of the product under normal foreseeable utilization conditions and in accordance with the safety and environment legislation in force at the place of their use and with his trade's recognized good practices.

In particular, the Client is sole responsible for selecting a product that meets his technical requirements and, if necessary, for checking with the Supplier that the product is suitable for its intended application.

Therefore, the Supplier shall not be liable for any omission or error contained in the elements supplied by the Client.

#### *10.2. Product protection and packaging*

10.2.1. Containers, frames, pallets and any other recoverable equipment that are the property of the Supplier must be returned by the Client in good condition and carriage paid within no later than forty (40) days from their receipt, failing which, they will be invoiced by the Supplier.

10.2.2. When this equipment is the property of the Client, the latter shall deliver it in good condition, no later than on the date previously agreed with the Supplier and to the site specified by the latter. Any delay on the Client's part in delivering the packaging must be notified to the Supplier and shall not, under any circumstances, result in any penalties whatsoever against the Supplier.

The Client may require the parts to be provided with special protection. As this requirement is imposed by the Client, its costs will be allocated to the Client by the Supplier.

## **11. Sub-Contractors**

The Supplier may sub-contract all or part of the order and remains liable for the quantity, quality and the delivery date of the sub-contracted Products towards the Client.

## **12. FORCE MAJEURE**

A Party shall not be liable for any failure or delay in performing any term of an Order, if such failure or delay is caused by or results from force majeure events. The Party shall within seven (7) days after the start of the force majeure event notify the other Party and the additional time required for the fulfilment of the Order.

For the purposes of this section, a force majeure event means any event that is beyond the reasonable control of a Party, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable and prevented a Party from performing its obligations under the Order. The following events, without limitation, shall be deemed to be force majeure events: acts of God, including but not limited to any natural disaster (e.g. flood, drought, earthquake...), any labour or trade dispute (including but not limited to internal or external strikes, industrial action or lockouts), shortage or delay in raw material or equipment supplies, fire, explosion or accident, machine, tooling or equipment breakdown any law or any action taken or lack of action by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemic or pandemic, civil war, civil commotion or riots, terrorist attack, imposition of sanctions, embargo, or breaking off of diplomatic relations, public nuisance, and interruption or failure of utility service.

Should the case of force majeure last beyond 10 working days, the parties shall come together within 5 working days from the expiry of the 10 working day period to establish, in all good faith whether the contract should be pursued or halted.

If the force majeure event prevents, hinders or delays the performance of the obligations of a Party for a period of more than [3 months], either Party may terminate the Order by giving a ten (10) days written notice to the other Party.

## **13. WARRANTY- EXCLUSIONS**

### *13.1. Nature of the Warranty*

Unless otherwise agreed upon in the special conditions of the Contract, the Supplier is a sub-contractor and is not the designer of the final product sold by the Client. Therefore, the Client is sole responsible for the Product design and technical end use, and the Supplier will in no case be responsible for a defect in conception or usage. If the Products are designed by the Client, he will remain sole responsible for the compliance of the Products ordered from the Supplier with the regulation applicable in the country where said Products are to be used and/or sold. The Supplier's responsibility shall be strictly limited to the compliance of the Product with the specifications of the Client provided for in the contract. The Supplier will in no way be held liable for omissions or mistakes of the features provided by the Client.

It is the Client's responsibility to establish that the Product is defective and inform the Supplier of it within twenty (20) days as of the day said defects have been discovered or notified. In such event, the Parties undertake to jointly define the corrective actions needed and the appropriate solution to resolve the defectiveness of the Product, which may namely consist in:

- replacing the defective Products;
- or in undertaking the necessary steps to ensure the compliance and the usage of the Product.

The Products, which have been replaced for the Client or reworked by the Supplier for the purposes of compliance shall be returned to the Client at his cost. All changes or reworks for the purposes of compliance directly performed by the Client without the Supplier's consent regarding both the method and the cost implies the waiver of any claims or liability towards the Supplier.

### *13.2. Warranty Exclusions*

No warranty may be enforced against the Supplier for apparent defects or compliance faults, which would not have been notified to him in the conditions mentioned in article 13.1. Are further excluded all defects and deteriorations caused by improper, inappropriate, or non-compliant use of the Product or of the end product sold by the Client and in which the Product has been incorporated, as well as normal wear and tear of the Product.

More generally, any negligence or fault of the Client, including unforeseen modifications of the Product which have not been specified to the Supplier, alterations due to improper storage conditions, mistake in assembly, non-observance of the technical datasheets, as well as events of force majeure shall be excluded from warranty.

Furthermore, the Supplier's liability shall be excluded for malfunction originated by any material provided by the Client, or flaws in the design made by the Client or a third party appointed by him.

### 13.3. Scope of Warranty

The Supplier may only be held liable only if it is proven that the defect or the incident was caused by his negligence in the manufacture of the Product. Moreover, the following damages and/or prejudices shall in no way give rise to compensation, regardless of whether they might have been reasonably foreseen or not: shortfall, loss of turnover, loss of customers, prejudice to image and/or reputation.

The third-party liability of the Supplier for all events related to an Order, except for gross negligence or personal injuries, may be enforced only within the limits of a compensation under or equal to the amount invoiced and cashed in by the Supplier in the scope of said Order.

The Customer undertakes to hold the Supplier or his insurers harmless of any recourse by his insurers or third parties in contractual relationship with him beyond the limits mentioned above and exclusions.

## 14. LIABILITY

In no event shall the Supplier be liable for consequential, indirect, incidental, special or exemplary damages, such as (without limitation) lost profits or revenues, loss of use or diminution in value, arising out of or relating to any breach of an Order or Contract. The Supplier's total liability to the Client arising under or in connection with an order shall in no circumstances exceed fifty percent (50 %) of the price of concerned order.

The Client waives, for his own account and that of his insurers, any rights against the Supplier, his insurers, subcontractors, and suppliers, for indemnification arising out of damages caused by the Supplier, his subcontractors and suppliers, above the limitations and exclusions set forth in these general terms and conditions. The Supplier shall be entitled to benefit from the limitations of liability which the Customer applies to the successive purchasers of the Products.

## 15. CONFIDENTIALITY

15.1. All information concerning the Supplier, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing disclosed by the Supplier to the Client, is strictly confidential and may not be disclosed to third parties or copied unless previously authorized by the Supplier in writing. Any disclosure of information by the Supplier shall not be construed as a license or other transfer of right, title or interest whatsoever on such information.

15.2. The confidentiality obligations contained in this section shall survive any termination of the contractual relationship between the Parties for a period of twenty (20) years. Upon termination of the Order and/or the end of the contractual relationship between the Parties, the Client shall promptly return to the Supplier all copies of the Supplier's information, or, upon the Supplier's request, destroy said information.

## 16. Intellectual property

16.1. Each Party shall remain the sole and exclusive owner of all information (and any embedded intellectual property rights) that it developed or acquired prior to the Contract. The Supplier shall be the sole and exclusive owner of all right, title, and interest in and to all information or results of any nature whatsoever (and any embedded intellectual property rights) that are created by the Supplier individually or jointly with the Client during the Contract, unless otherwise agreed in writing between the Parties.

Payment of the price by the Client shall not be construed as a transfer of right, title, or interest whatsoever on the information and results owned by the Supplier, unless specified otherwise by the Parties.

16.2. In case the Products are manufactured in accordance with any plans, drawings or specifications provided by the Client, the latter shall indemnify and hold the Supplier harmless against any claims and damages resulting from any alleged or effective infringement of any third party's intellectual property rights.

16.3. The Customer shall not alter, obscure, or remove any of the Supplier markings placed on the Products, including (without limitation): serial number, Supplier's trademark...

## 17. SUSPENSION – TERMINATION

17.1. Should the Client be in breach of any of its contractual obligations (including in case of non-disclosure to the Supplier in time of any necessary information to the performance of an Order, in case of non-payment of partial payment of an invoice, in case of failure to obtain in time the relevant authorizations for the performance of the Order including export licenses, in case of breach of article 16 "INTELLECTUAL PROPERTY" and/or in case of breach of confidentiality obligations), then the Supplier shall, with immediate effect by giving written notice to the Client, be

entitled to :

17.1.1. suspend performance of its contractual obligations (including ongoing or future deliveries) or

17.1.2. terminate the Order, if the Customer's breach is not cured within 30 days after written notice of such breach by Seller. In this occurrence, the total amount due to the Seller by the Customer shall be immediately paid without limiting any other rights or remedies the Seller may have, including the right to claim damages to the Customer caused by the breach of the Customer.

- 17.2. If Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, the Supplier shall be entitled (subject to applicable laws and regulations) to immediately terminate all or part of any orders and/or other Contracts, after having given a written notice to the Client.
- 17.3. Upon termination of the Order and/or contractual relationship between the Parties, the Supplier shall have the right to request the Client to return all of the Supplier's documents in relation to any orders, Contract, past or present, in its possession. The Client shall immediately return such documents upon Seller's request.
- 17.4. Customer shall be liable and compensate Seller for all costs (including non-amortized non-recurring costs) and damages incurred by Seller due to the termination of an order or a Contract.

#### **18. HARDSHIP**

- 18.1. Notwithstanding article 1195 of the French Civil Code, should an unforeseen event occur that alters the balance of the relationship between the Parties, resulting in an excessive burden being placed on the Supplier, the Parties shall in good faith amend the terms of the Contract to remedy the consequences of such event. The foregoing shall apply, without limitation, in the following circumstances: changes in the prices of raw materials, customs duties modifications, currency rates fluctuations, changes in laws and regulations.
- 18.2. Should the Parties fail to agree on the changes made to the Contract within 30 days following written request issued by the Supplier, the Supplier shall be entitled, without incurring any liability, to terminate the affected Order(s) by sending a 30 days prior written notice to the Client.

#### **19. PERSONAL DATA PROTECTION**

The Supplier shall collect and process all Personal Data in accordance with the regulations in force applicable to the protection of such Data and, in particular, with Law 2018-493 of the 20<sup>th</sup> of June 2018, and the European Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016. The Personal Data collected by the Supplier shall be limited to the necessary information needed to the process and execution of the Order. The Client is informed that Personal Data is collected for the following purposes: the execution of the Contract; the fight against money laundering and the financing of terrorism; the processing of requests for information and complaints; the production of statistics. These processing operations are necessary for the fulfilment of the Contract and/or Order, and to comply with the legal obligations to which the data controllers are subject. Personal Data will not be transmitted to third parties without the express consent of the concerned Client. However, the Client is informed that his personal data may be transmitted to subcontractors of the Supplier, for the purposes mentioned above. The Client may access the list of subcontractors to whom its personal data has been transmitted to by sending such request to the Supplier. The Supplier shall ensure that its subcontractors take all necessary measures to preserve the security and confidentiality of Personal Data. In the event of the occurrence of a Data breach (loss, intrusion, destruction, etc.) involving high risks for the concerned Client, the latter will be informed. The Supplier reserves the right to disclose personal data at the request of a legal authority to comply with any applicable law or regulation. Personal data processed by the Supplier within the framework of the Order shall be kept for the time necessary to fulfill the Order. Unless otherwise provided by law and regulations, the data will not be retained beyond the effective date of termination of the Order. It is specified that Personal Data relating to identification is kept for a period of five (5) years from the end of the contractual relationship, pursuant to the regulations applicable to the fight against money laundering and the financing of terrorism. Clients have the following rights over their data, in accordance with the conditions set out in the regulations: right of access, right of rectification, right of opposition, right of deletion, right to limit processing and right of portability. A Client may, at any time, exercise its rights by contacting the Supplier at the following address [precision-components@poppe-pothhoff.com](mailto:precision-components@poppe-pothhoff.com)

#### **20. APPLICABLE LAW**

These General Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any Order), shall be governed by, and construed in accordance with the law of France.

In the absence of any amicable settlement, it is expressly agreed that a ruling on any dispute concerning the contract will be the exclusive province of the competent courts for the area where the Supplier has his head offices (Court of Annecy), even in the event of a claim under guarantee or of several defendants. This contract shall be construed exclusively under French law.

