



GENERAL BUSINESS TERMS AND CONDITIONS – OXYMETAL GROUP

INDUSTRIAL CUTTING AND SECONDARY OPERATIONS

The following terms and conditions apply to all the business relationships entered into by our company, OXYMETAL. If a written contract is concluded, the provisions specified in the contract shall prevail over the provisions of these General Business Terms and Conditions (hereinafter also referred to as the **GTC**).

BUSINESS TERMS & CONDITIONS

1. OF A CONTRACT CONCLUSION

The performance of OXYMETAL as the Contractor may only be provided to the Client on the basis of the Contract. Based on the Client's request, the OXYMETAL quotation shall be prepared, which shall include a breakdown of all the individual items regarding the products, goods, and/or services inquired about by the Client, including specification of the works performed, their quality, and also prices. Unless stated otherwise in the quotation, it shall be valid for 72 hours. If, at any time during the term of the Contract, it is necessary for OXYMETAL to provide performance not specified in the quotation, such performance is not included in the price and it is necessary for the Client to order and pay it in addition to the price specified in the original quotation.

If the Client is interested in entering into a contract, the Client shall send an order to OXYMETAL containing an explicit reference to the quotation submitted by OXYMETAL. By sending an order, the Client expresses its consent with the provisions of these General Business Terms and Conditions. Upon receipt of the Client's order, OXYMETAL shall confirm the order and the contractual relationship is entered into only by sending this order confirmation. If the Client's order contains reservations regarding the GTC, the parties have 8 days to resolve such reservations, provided that if no agreement is reached between the parties and the Client does not cancel the order within this 8 day-period, the Client has approved the GTC in all the points regardless of the reservations stated in the order and/or other documents sent by the Client.

In the case of multiple contractual relationships between OXYMETAL and the Client, these GTC shall be deemed to be known to the Client and approved by the Client. By sending a repeated order, the Client expresses its explicit consent to the GTC content.

The Client's business terms and conditions shall not apply to the contractual relationship entered between OXYMETAL and the Client.

2. DELIVERY AND TRANSPORTATION

Unless otherwise expressly agreed between the parties, delivery is deemed to have been made upon delivery of the goods by making them available in our factories, in accordance with the EXW-ExWorks incoterms. It is therefore the responsibility of the Client, unless otherwise stipulated, to ensure the costs and risks of transporting the goods ordered.

Delivery times by carrier are given for information purposes only and OXYMETAL cannot under any circumstances be required to pay compensation in the event of a delay linked to transport.

3. LIABILITY FOR DEFECTS

The Client is required to check the conformity of the goods with the order. Any apparent defect or defect in the goods delivered must be reported to us by registered letter with acknowledgment of receipt within 5 calendar days after receipt by the customer, the date of dispatch being taken as proof, under penalty of foreclosure leading to non-application of the guarantee.

3.1 Warranty Conditions

The goods sold are guaranteed against any defect resulting from a material or manufacturing defect to the exclusion of any other cause, as long as this defect has been mentioned in the reservations expressed by the Client upon delivery of the defect. The guarantee is however excluded if the material is supplied by the customer or the defective design is attributable to him.

3.2 Liability Claims

As soon as the Client asserts defect liability claims as per the conditions provided for in point 3, OXYMETAL undertakes to contact the Client in order to establish with him the existence and origin of the non-conformity, within the framework of a contradictory exchange. As soon as the non-compliance is established as attributable to OXYMETAL, the company will replace the goods concerned free of charge.

This guarantee does not cover labor costs and those resulting from the following operations: dismantling, reassembly, transport to site, etc. which will remain the responsibility of the Client, unless otherwise expressly agreed by the parties.

3.3 Limitation of Liability

By express agreement between the parties, the OXYMETAL's liability is limited to the preceding provisions with regard in particular to immaterial damage and any other form of indirect damage.

3.4 Goods Returns

It is expressly specified that returns of goods are not accepted by our services, unless otherwise agreed in writing during the contradictory exchanges referred to in point 3.2 and only in cases where a return of goods would be necessary for the execution of the guarantee. Acceptance of a return does not constitute recognition of the non-compliance claimed by the customer.

A dispute relating to a delivery cannot under any circumstances be invoked to refuse or defer payment for compliant goods delivered or to be delivered.

PRICE

4. DETERMINATION OF PRICE

Our prices are established according to requests and specifications communicated to us for the preparation of the quote. They are based on the pricing conditions in force at the time of acceptance of the order.

The Client is informed of the fact that the index and/or prices applicable to the raw material of the services provided by OXYMETAL are subject to variations. Consequently, and unless otherwise expressly accepted by OXYMETAL, the Client is informed that price variations may be offered to him until the time of delivery of the goods.

In addition, the following charges will be added to the invoice:

- € 14.80 (or CZK 375 for customer invoiced in CZK) for the provision of a material certificate, or a certificate of conformity or an inspection report

PAYMENT TERMS

Unless otherwise expressly agreed between the parties, our invoices are payable without discount. The deduction of discounts is subject to specific written agreement given by our services. No credit, whether granted as a commercial gesture or as part of the implementation of the guarantee, will be issued for an amount less than the sum of €50 excluding tax.

5. TERMS OF PAYMENT

All our invoices are preferably payable by transfer. The price, due date and payment terms are set before each delivery and appear on the invoices we issue.

6. DEFAULT

Should the Client be in default with the payment of the price, OXYMETAL is entitled to demand payment of default interest in the amount stipulated by law. Furthermore, the Client undertakes to pay OXYMETAL a contractual penalty in the amount of 0.05% of the amount due for every day of delay or a part thereof. The Contracting Parties further agreed that if OXYMETAL sends the Client a justified reminder for payment of the due amount, OXYMETAL shall be entitled to reimbursement of expenses related to administration of such reminder in the amount of EUR 40.00 excl. VAT. The claim of OXYMETAL to be reimbursed for the expenses related to the application of the receivables via a legal representative in the amount stipulated by law shall not be affected.

GUARANTEES

7. CHANGE OF THE CLIENT'S SITUATION

The Contracting Parties have agreed that if OXYMETAL has reasonable doubts about the Client's solvency after the conclusion of the Contract, OXYMETAL shall be entitled to demand from the Client guarantees for the fulfillment of the Client's obligation to pay OXYMETAL the contractual price, e.g., in the form of an advance payment or a bank guarantee. If the Client fails to provide OXYMETAL with guarantees for fulfillment of the obligation, OXYMETAL shall be entitled to withdraw from the concluded contract or contracts. If several contracts are concluded and the Client is in default with payment of the contractual price, even if only partially and even for one of the concluded contracts, it shall apply that the condition of justified doubts about the Client's solvency has been fulfilled.

8. ORDER LINKAGE

If the contract concluded between OXYMETAL and the Client concerns performance where the Client is a subcontractor for a higher-level supplier, the Client shall be obliged to ensure that the higher-level supplier provides OXYMETAL with guarantees for fulfillment of the Client's obligation to pay OXYMETAL the contractual price. If the Client fails to ensure that the higher-level supplier provides OXYMETAL with guarantees for fulfillment of the Client's obligation to pay OXYMETAL the contractual price, then OXYMETAL shall be entitled to withdraw from the concluded contract or contracts.

9. RIGHT OF RETENTION

As soon as the Client has several orders in progress and has not paid the due payment for an order already delivered, we reserve the right to exercise a right of retention on orders in progress, until full payment has been made. Unpaid debts, these general conditions of sale creating, where applicable, a conventional link of connectivity between the different Client orders.

RESERVATION OF OWNERSHIP

The Contracting Parties have agreed that the title to the delivered products/goods shall be transferred to the Client upon full payment of the contractual price for all the products/goods delivered under the concluded contract. However, the risk of damage to the delivered products/goods shall be borne by the Client from the moment of takeover of the delivered products/goods. Until the moment the title to the delivered products/goods is transferred to the Client, the Client shall bear the custodian obligations.

The Contracting Parties have agreed that the Client shall be entitled to resell the delivered products/goods in the course of business before the transfer of ownership to the Client; however, the Client must inform its customer that the reservation of title in favour of OXYMETAL exists. Until the transfer of title of the delivered products/goods to the Client, the Client is not entitled to burden the delivered products/goods in any way.

WITHDRAWAL FROM OR TERMINATION OF THE CONTRACT

10. WITHDRAWAL FROM THE CONTRACT

OXYMETAL shall be entitled to withdraw from the Contract in case of Client's delay in payment of the contractual price for more than 30 days and in other cases specified in the Contract or these GTC.

If OXYMETAL uses its right and withdraws from the Contract concluded with the Client due to the Client's delay in payment of the price and the Client has already accepted the delivered products/goods from OXYMETAL, the Client undertakes to return the delivered products/goods back to OXYMETAL at the Client's expense immediately after receiving the withdrawal from the Contract. If the Client is unable to fulfill its obligation to return the delivered products/goods, the Client undertakes to pay a contractual penalty in the amount of 50% of the total amount of the contract value of the non-returned products/goods, in addition to the price of the delivered products/goods.

11. TERMINATION OF THE CONTRACT BY THE CLIENT

In the event of cancellation of the Contract by the Client, even though it had been confirmed, or in the event of termination of the Contract due to the Client's fault, the Client must pay termination compensation corresponding to 10% of the price excluding tax set for the order, without being less than €50 excluding tax.

The Client will also be liable for the means incurred by OXYMETAL for the execution of his order thus cancelled or resolved.

Consequently, the termination costs and compensation are established as follows:

	Material supplied by OXYMETAL	Material supplied by Client
Production not yet engaged	Full cost excluding tax of the material to be supplied for the order + 10% of the price excluding tax of the order as termination compensation	10% of the order price excluding tax as termination compensation
Production engaged	100% of the order price excluding tax + 10% of the order price excluding tax as termination compensation	100% of the order price excluding tax + 10% of the order price excluding tax as termination compensation

SETTLEMENT OF DISPUTES

The Contracting Parties have agreed that their contractual relationship shall be governed by the French law (except for OXYMETAL CZ s.r.o for which Czech law would apply), excluding the application of the Vienna Convention on the International Sale of Goods.

Any disputes arising from the Contract and/or in connection with these GTC shall be preferentially settled in an amicable manner. Only then will any dispute be referred to the competent court, which is the OXYMETAL general court.

APPROVAL BY ACCEPTANCE OF TERMS AND CONDITIONS

The Client confirms that it has become familiarised in detail with the content of these General Business Terms and Conditions (GTC), which is confirmed by the Client's authorised representative's signature.

In..... on.....

Name, surname
Business company
Position