



Terms and Conditions of Sale

DELTA LINE NORTH AMERICA, INC. (DE – USA)

Introduction

Unless otherwise agreed upon in writing by DELTA LINE North America, Inc. (hereafter the “Seller”), the following are the Terms and Conditions of Sale of the Seller which, together with any other terms and conditions agreed upon in writing between the Seller and the Customer (hereafter the “Purchaser”), shall apply to all sales of goods, services and support by the Seller to the Purchaser. In case of placement of purchase orders, the Purchaser declares and agrees to accept and be bound by the present Terms and Conditions of Sale. Any other terms or conditions which may at any time be indicated by the Purchaser, in the Purchaser's order form or otherwise (whether oral, typed, written or printed) shall be null and void and of no effect, even if not expressly objected to by Seller. The Seller reserves the right to modify these Terms and Conditions of Sale from time to time without notice. It is therefore the Purchaser's duty to verify, before placing an order, the content of these Terms and Conditions of Sale, as available online at www.delta-line.com.

1. ORDERS

Orders must be submitted in writing, stating the preferred shipment address, delivery dates, quantities and detailed description of the requested products. Orders may be placed either by post, courier, telefax, e-mail or other electronic means of communications which allow the transmission of orders in written form (for example: our online platform available at <http://shop.delta-line.com/shoponline.html>). Any order of the Purchaser may be accepted by Seller in whole or in part. A partial acceptance by Seller of any such order shall not constitute an acceptance of any other part of the order. No order of the Purchaser will be binding upon Seller, unless accepted by Seller on Seller's form of Confirmation of Order and then only as and to the extent set forth in such Order Confirmation. Any term, condition or provision set forth in Seller's Offer shall be deemed to have been accepted by Purchaser upon delivery of the Purchase Order by same. In the event of conflict between Offer and Confirmation of Order, the latter shall govern and any different terms and conditions set forth in the Confirmation of Order shall be deemed accepted by Purchaser, unless objected to by the Purchaser in writing within twenty-four (24) hours after receipt thereof.

2. PRICE

The quotations or tenders are noncommittal and non-binding in nature. No contract shall arise until a written acknowledgment from Seller accepting the Purchaser's order, is sent by Seller to the Purchaser. Seller will be entitled to adjust agreed prices on the basis of the average change in the cost price of the goods or services to be delivered and/or activities to be performed by the



Seller. The adjustment of agreed prices and rates will apply as of the beginning of the first month after the Purchaser has been notified in writing of the adjustment.

The weights, dimensions, capacities, performance ratings, characteristics and other data on Seller's catalogs, prospectus, circulars, advertisements, price lists and instructions sheets are mentioned only as general information. They are only approximate and shall not bind Seller. Except otherwise stated in the Offer, all prices are exclusive of transportation and shipping charges, insurance costs, value added tax or any other applicable tax, duty, levy or charge in any jurisdiction and the amount of any taxes which the Seller may be required to pay in advance or collect shall be for Purchaser's account and shall be added to each invoice issued by the Seller as separate items. Any cost, expense, tax, duty, levy or charge referable to the transaction which has not been included in the invoice may be invoiced later on by the Seller. Administrative costs for special export documents, procedures, legalizations, inspections, certificates etc. are also not included in the price. Seller's prices may, in Seller's sole discretion, be increased, after Seller's acceptance of the Purchaser's Order, to reflect any increases in Seller's materials, taxes, fees and customs duties, labor or other costs.

3. TERMS OF PAYMENT

The Purchaser shall pay in accordance with the terms stated in the Offer, notwithstanding any claim for any alleged defect, fault or irregularity in the Products. Unless otherwise stated payment for the goods shall be received, by wire transfer, by Seller within thirty (30) days net from the date of the issuance of the invoice.

In the event payment is not received when due, interest shall be due at the rate of one and one-half percent (1.1/2%), or the maximum permitted by law, on the unpaid portion of the invoice sum for each period of thirty (30) days or part thereof from the due date. Seller has the right to refuse to deliver goods or services if Purchaser is past due on any of its debts to Seller. Furthermore, Seller shall have the right to retake all goods immediately unless other written arrangements have been made concerning payment only if Purchaser is past due. Purchaser agrees to make all goods available, shipping ready, for Seller, within five (5) days of receiving notice from Seller of its intention to retake the goods.

Purchaser shall pay all of Seller's costs of collection of any amounts past due, including, but not limited to attorneys' fees, court costs, witness fees, travel and lodging, etc.

Seller will be entitled to apply payments made by Purchaser first to pay those claims it deems appropriate, including interest, late charges, costs of collection, etc.

Purchaser, or its affiliates or assignees, will not be entitled to suspend its payment obligations to Seller, claim any right to compensation and/or to offset its payment obligations with any obligations of Seller to Purchaser, with such obligations being those set forth in these Terms or other purchase contract between the Purchaser and Seller. If Purchaser does not fulfill its payment obligations to Seller completely or within the applicable payment period, Seller will be entitled to suspend its obligations to Purchaser completely and/or not to perform them.

4. DELIVERY TERMS

All Seller's obligations shall be fulfilled at Seller's premises (EXW Incoterms 2020). The Seller shall deliver the goods to the Purchaser or to its representatives or auxiliaries (namely, the transportation company or courier or the post) at the date stated on the Confirmation of Order.



Failing such indication, the products shall be delivered when the Seller is ready to deliver, being understood that the date and time of delivery must be communicated to the Purchaser with a prior notice of at least five (5) calendar days in case of personal delivery to the Purchaser. Any delivery dates indicated by the Seller are non-binding and based on the conditions prevailing at the time the order is placed and under the assumption of normal supply and manufacturing conditions. In no event the Seller shall be liable for any damages to the Purchaser or other persons due to delay in delivery or non-delivery. Except in case of termination by the Purchaser in accordance with the present Terms and Conditions, delay in delivery shall not relieve Purchaser of its obligation to accept delivery thereof and pay for the products. If delivery is not performed within 180 calendar days from the due date of delivery, the Purchaser shall be entitled to terminate the contract and obtain full reimbursement of the price paid. Reimbursement shall take place within 10 calendar days from the date of receipt by the Seller of the termination notice. An order is deemed to be executed by the Seller when delivery is offered at the Place of Delivery in accordance with the contract.

Purchaser may not cancel an order once such order has been accepted by the Seller.

Unless otherwise specified by the parties in writing, the goods are to be delivered "ex-works", at Seller's place of business (as "ex-works"/ EXW is defined by Incoterms 2010). The method and agency of transportation and routing will be designated by the Seller. In the event the Purchaser requests alternative shipment or routing, the resulting alternative packing, shipping and transportation charges will for the Purchaser's account.

5. TRANSFER OF RISK AND PROPERTY, COMPLIANCE WITH FOREIGN LEGISLATIONS

The risks of loss and damage shall pass to the Purchaser on the delivery date at the Place of Delivery. Unless otherwise specifically agreed by Seller in writing: (i) all risk of loss or damage to the Products shall pass to the Purchaser upon delivery of the Products by Seller; (ii) Seller shall not be required to procure insurance to cover the Products during transportation in shipment; (iii) any shipping arrangements made by Seller with carriers or forwarding agents at the Purchaser's request shall be made solely on the Purchaser's behalf and at the Purchaser's sole cost and risk; (iv) any agent appointed for such shipment shall be solely the Purchaser's agent for all purposes; (v) the Purchaser shall be responsible for all the unloading and receipt of the Products at its destination; and (vi) any claim for loss or damage shall be made by the Purchaser solely against the carrier. Confiscation, seizure, block or destruction of, or damage to products shall not release, reduce or in any way affect the liability and / or obligations of the Purchaser therefore. In particular, before placing an order, the Purchaser shall be responsible to verify that the products may be imported and consumed in his/her/its Country of Residency having regard to any applicable foreign or domestic laws. Applying for any other local approvals, if necessary, shall be the exclusive responsibility of the Purchaser at its own costs.

In order to protect and secure payment of all debts due and owing from Purchaser and until Seller has been paid in full, Purchaser hereby grants to Seller a security interest in the Products, and all proceeds and all accounts receivables resulting from the sale of the Products. In connection therewith, Purchaser hereby authorizes Seller to take all necessary steps to file such financing statements and exhibits with the proper authorities, including the filing of a UCC-1 financing statement.

Until the Purchaser has paid for the Products in full, Purchaser shall not pledge, mortgage, encumber, or create or suffer to exist a security interest in the Products in favor of any person

other than Seller unless written approval of such other security interest is given by Seller. Additionally, Purchaser agrees to keep the Products insured to their full value until payment is received by Seller. In the event Purchaser sells the goods to a third party before payment in full is received by Seller, Purchaser agrees to secure its security interest in the goods at the time of sale to its customer in order to protect Seller's interests to the greatest extent possible.

In the event Seller retains a collection agency to collect any amount owed by the Purchaser, or institutes proceedings to collect such amount or to enforce any right under the Contract, including enforcement of any security interest granted to Seller, Purchaser shall reimburse Seller for all collection agency fees and costs, or all costs incurred in such legal proceedings, including reasonable attorneys' fees.

6. ACCEPTANCE/RETURNS

Any claim by the Purchaser of any and every kind must be made in a writing dispatched to Seller, by registered mail, return receipt requested, not later than five (5) business days of the date of delivery of the products with respect to which the claim is made. Failure to make any claim in such manner or within such five-day period shall constitute an irrevocable acceptance of the Products and an admission by the Purchaser that the products fully comply with all the terms, conditions and specifications of the contract.

The Purchaser may not accept only a part of the products delivered. Acceptance of any part of the products ordered shall constitute acceptance of all of the ordered products, whether or not the products is all tendered in one shipment.

No products may be returned by the Purchaser without the prior written authorization of the Seller. All returns shall be subject to verification on arrival at the location specified, in such written authorization, for the return of the products. Claims concerning defects that could not be discovered by receipt despite accurate inspection of the goods must be made in writing and received by the Seller within five (5) calendar days from discovery of the defects within the limited warranty period.

7. STORAGE OF PRODUCTS

Storage of the Seller's products, both before and after title has passed to the Purchaser, must be in accordance with the requirements stated in the leaflet inserted into each package or box and / or in the Offer or Confirmation of Order.

8. LIMITED WARRANTY

Seller's warranty is as set forth in its Limited Warranty. Seller does not authorize Purchaser to provide any other warranties to end users beyond that granted in Seller's Limited Warranty. Purchaser shall indemnify, defend and hold Seller and any affiliated companies harmless against any claims made by third parties based on any representation or warranty made by Purchaser that differs in any way from Seller's Limited Warranty.

9. LIMITED LIABILITY

In no event will Seller be liable for any incidental, special, indirect or consequential, punitive damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of

such damages. Except in case of gross negligence or willful misconduct, any liability of the Seller under this Contract shall be limited to the price paid by Purchaser for the Products with respect to which the claim has been brought. Except to the extent permitted by applicable law, these limitations and exclusion shall apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law or otherwise.

10. **FORCE MAJEURE**

No liability shall result from delay in performance or non-performance by the Seller caused by serious and unforeseeable circumstances beyond its control, including, for example, acts of God, fire, flood, explosions, riots, wars, perils of the sea, labor troubles, machinery breakages, government actions or prohibitions, shortage of raw materials or energy and/or traffic stoppages.

11. **INTELLECTUAL PROPERTY**

The Purchaser shall abstain from using, directly or indirectly, except when authorized by the Seller in writing, any trademark, trade name, service mark, domain name, brand, product name and images, company description, logo and the like which is (or will be) registered, used or owned by the Seller. The registration, holding and/or managing, either directly or indirectly, of a domain name or social media profile shall be deemed as use of the above-mentioned distinctive signs.

The Purchaser shall be responsible to avoid, in any communication or materials made available online, any risk of confusion between its own name / activity and that of the Seller; when such a risk exists, even only potentially, the Purchaser shall abstain from the purported communication / publication / activity and apply for a specific written authorization by the Seller.

Any use of Seller's trademarks without the prior written consent of the Seller is illegal and shall be prosecuted. The copyright over all Seller's images, logos and texts is the exclusive property of the Seller and is fully reserved. Copying, hiring, lending, distributing of copyrighted materials is prohibited and shall be prosecuted.

12. **MISCELLANEOUS**

Whenever possible, each provision of these Terms and Conditions of Sales shall be interpreted in such a manner as to be effective and valid under the applicable law. The determination by any Court of competent jurisdiction that one or more of the sections or provisions of these Terms and Conditions of Sales are unenforceable shall not invalidate the Terms and Conditions of Sales, and the decision of such Court shall be given effect so as to limit to the extent possible the sections or provisions which are deemed unenforceable. Purchaser shall not assign its rights or delegate its performance without the prior written consent of the Seller. This Terms and Conditions of Sales cannot be orally changed, modified, amended or discharged, in whole or in part. Any change, modification, amendment or discharge, to be effective, must be in writing, signed by an officer or employee of Seller duly authorized to sign on behalf of Seller.

13. **APPLICABLE LAW AND JURISDICTION**

This Terms and Conditions of Sales shall be governed by and construed in accordance with **Delaware law**. The Vienna Convention on the international sale of goods dated as of November 4th, 1980 (CISG) shall not be applicable.

14. DISPUTE RESOLUTION

Subject to the Parties' rights to bring claims, in the event of any dispute, controversy or claim arising out of or relating to this Terms and Conditions or the performance by any of the Parties of their obligations hereunder or thereunder (in each case, a "Dispute"), the Parties and/or their attorneys shall attempt in good faith to resolve such Dispute by the procedures set forth in this Section 14 and shall not submit such Dispute to mediation (except in accordance with this Section 14), litigation or any other dispute resolution procedure. If a Dispute cannot be resolved in a timely manner in the normal course of business, then at the written request of either party, a meeting shall be held between the Parties and/or their attorneys at a mutually agreed to time and mutually agreed to place (or by teleconference), attended by a senior representative of each Party and/or their attorneys who has full decision-making authority regarding such Dispute, to attempt to negotiate a prompt and equitable resolution of such Dispute. Unless otherwise agreed to by the Parties, such meeting shall take place within ten (10) days after the request for such meeting pursuant to this Section. If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of such Dispute, then either Party may pursue such Dispute pursuant to and in accordance with the mediation procedures set forth.

Mediation. Subject first to the dispute resolution procedures above, the Parties shall attempt in good faith to resolve any Dispute by mediation before such Dispute may be submitted to litigation in accordance with this Section. For any Dispute submitted to mediation under this Section, the mediation shall be held in Chicago, Illinois, USA. The mediation shall be by a mediator that is mutually acceptable to both Parties who has experience in international commercial transactions and who is not then a current employee of any of the Parties, their respective Affiliates or then a current employee of any direct competitor of any of the Parties (the "Mediator"). Mediation shall be conducted in English. The mediation process with respect to any Dispute shall be initiated by a Party filing a request for mediation (a "Mediation Request") with the other Party or Parties. Within thirty (30) days following the Mediation Request, the Parties shall choose the Mediator. If the Parties cannot agree on the choice of Mediator, then the Mediator shall be chosen by the Party not initiating the dispute resolution, within thirty (30) days of receipt of demand for dispute resolution by the other Party. If such party fails to appoint a certified Mediator within such thirty (30) days, the Party initiating the dispute resolution shall have the right to appoint the Mediator. Thereafter, the Parties shall use commercially reasonable efforts to promptly commence and conduct such mediation and shall participate in at least one in-person mediation session with the Mediator. If after the fifteenth (15th) day following such in-person mediation session with respect to a Dispute one of the Parties believes that such Dispute cannot be resolved through mediation, then such Party may submit the Dispute to litigation as set forth by filing a complaint in state court or federal courts in Chicago, Illinois, and thereafter the Parties shall promptly discontinue such mediation. The fees and expenses for the Mediator and such mediation session(s) shall be shared equally by the Parties.

Litigation. Any Dispute submitted to litigation under this Section shall be exclusively submitted to and shall be binding under the state or federal courts in Chicago, Illinois. All Parties hereto hereby expressly submit to the sole and exclusive jurisdiction over their persons of the state or federal courts in the State of Illinois and waive any objection based on jurisdictional grounds to any action brought in the State of Illinois. Each Party shall pay its own costs, expenses and fees incurred in such dispute resolution proceedings; provided, however, that if the court deems it more equitable to otherwise divide the costs, expenses, attorneys' fees and proceeding fees among the Parties, then the court shall designate in its award which Party or Parties are entitled to recover all or a portion of its/their costs necessarily incurred in the litigation procedures.