GENERAL TERMS AND CONDITIONS

Preamble

The website (hereinafter the **"Website"**) is owned by Stappert Noxon B.V. (hereafter the **"Company"**). Stappert Noxon is located at Gerstdijk 4 Helmond, RG 5704 The Netherland and registered by the Dutch Chamber of Commerce with the registration-number: 17069403. The present general terms and conditions (hereinafter the **"General Conditions"**) apply to all product orders (hereinafter the **"Products"**) placed by the client (hereinafter the **"User"**) on this Website. Orders can be placed either (i) by requesting a quote via the Website (hereinafter the **"Quote"**), or (ii) directly by ordering from the online store (hereinafter the **"Webshop"**). The Website also has a customer area allowing access to information relating to the User's orders (hereinafter the **"Customer Area"**).

The Company determines and grants the User authorization to access the Customer Area and/or the Webshop.

The General Conditions are exclusive of any other contractual document, including any purchase order or purchase conditions of the User, with the exception of any Quotation or specific payment conditions previously agreed between the Company and the User as indicated below. The Company reserves the right to modify at any time the General Conditions. In case of modification, the General Conditions applicable are those in force on the day of the request for a Quote or the placing of an order in the sense of the process stipulated below.

Article 1 - Purpose and duration

The General Conditions in force on the day of the request for a Quote or the placing of an online order are those available on the Website, and are intended to govern the ordering of Products and the terms of connection to the Website.

The General Conditions come into force as of their validation by the User when creating his account (hereinafter the **"Account"**), for an indefinite period of time, and apply to any request for a Quotation and any order resulting from a Quotation or online order. Either Party may terminate the Terms and Conditions by sending a registered letter with acknowledgement of receipt to the address mentioned in the legal notice of the Website, subject to a notice period of one (1) month as from the written notification of the termination to the other Party. The Company will then delete the User's Account.

The request for a Quote and/or the placing of an online order on the Webshop, after selection of the Product(s) by the User within the proposed catalog (hereinafter the **"Offer"**), implies the unreserved and automatic acceptance of the General Conditions. These are read, accepted and validated by the User when creating his/her password according to the instructions given by the Company, and are recalled when placing an order, according to the ordering process detailed below. Only an order placed in accordance with the process stipulated below, confirmed by the Company and in compliance with the General Conditions, is valid.

Article 2 - Products

The Products which are the subject of the Quotations and orders are intended solely for professionals, to the exclusion of private individuals and consumers. The Products are intended for the professional activity of the User. The Company declines all responsibility in case of use or distribution of a Product by the User in violation of these General Conditions or not in conformity with the destination of the Product.

The Offer presents the Products offered on the Website, within the limits of available stocks and quantities. The User undertakes to take knowledge of the characteristics of the Product before requesting a quotation or placing an order online, and ensures under his/her sole responsibility that said Product is suitable for his/her needs. The Company disclaims any responsibility in case of non adequacy of a Product to the User's needs.

The photos of the Products on the Website are indicative and not contractual. The conversions proposed on the Website are indicative, the quantities/weights/dimensions of the Products being likely to vary in accordance with the usual margins, which the User acknowledges. The Company reserves the right (i) to modify the content of the Offer at any time, in particular by virtue of changes in stocks, and (ii) to make changes to the Products at any time without notice. Only the Products mentioned in a Quotation or Confirmation are binding on the Company.

The Products are sold, received and accepted in the Company's factories or stores. The User is deemed, unless a special acceptance is expressly stipulated, to have referred to the controls and verifications carried out by the Company, to have accepted them as being valid as final approval of the Products and to have exempted with the Company's obligation to summon the User for this purpose. When a special acceptance is stipulated, all costs incurred by it shall be borne by the User.

The Company's service is limited to the delivery of the Products, to the exclusion of any storage, installation, machining, transformation, integration, connection, control, without this list being limitative.

Article 3 - Account opening

The User fills in the form to open his Account (available online). The Company then sends the User an identification number allowing him to connect to his Account. The User creates his password and must validate the General Conditions. The User's identification number and password (hereinafter the **"Access Codes"**) must be filled in by the User at each connection. The Access Codes are strictly personal and confidential. The User is solely responsible for any action or order placed using the Access Codes assigned, as evidenced by the Company's logs and records. In case of loss, the User can generate a new password via the procedure proposed online. In case of theft or fraudulent use of the Access Codes, the User is required to alert the Company without delay so that it can disable the said Access Codes and the User can generate a new password via the procedure proposed online. The Company disclaims all liability in case of use of the Website by a third party using the Access Codes assigned to the User.

The User's Account allows him/her, depending on the authorizations obtained when opening his/her Account or at any time thereafter, (i) to view the history of his/her Orders placed with the Company, both online and offline, as well as the related invoices and documents via the Customer Area, (ii) to access the Webshop for the purpose of placing online orders. Each User may only hold one Account on the Website, which may be used by several different natural persons provided that they are part of the User's staff and/or are authorized

by the User. The Company reserves the right to refuse to open an Account at its own discretion, in particular for the following reasons: (i) the User is not the representative or employee of a legal entity; (ii) the User is an individual and/or a consumer within the meaning of consumer law; (iii) certain information provided by the User is erroneous, falsified or dubious.

Article 4 - Ordering process / Request for Quote

The User accesses the Offer on the Website, and searches for and selects the Product(s) he/she wants. The User selects the Product and reads the characteristics and availability of the Product on the Product sheet, then the User (i) makes a request for a Quote, or (ii) adds the Product to his online basket, if he has been authorized to access the Webshop.

- In the event of an online request for a Quote, the Company will contact the User at the address he/she has provided in order to characterize his/her needs, and then send a Quote. The Company reserves the right to include additional conditions in the Quotation, which will be sent to the User in writing and will be the subject of a subsequent order in accordance with the stipulations of (i) the Quotation and (ii) the General Conditions. The order may not contradict or modify the provisions of the Quotation. Where applicable, the provisions of the Quotation drawn up by the Company shall take precedence over those of the General Conditions with which it forms the **"Contract"**.
- In the case of an online order via the Webshop, the User (i) finalizes his selection and displays his shopping cart, (ii) completes the requested information including the delivery address, and (iii) checks the summary of the Products, prices and quantities selected before clicking to send his online order. This order is received by the Company which generates an order form (hereinafter the **"Work Order"**), associated with the General Conditions with which it forms the Contract. The User receives (i) an automatic email reminding him of his online order, then (ii) an email confirming the online order (hereinafter the **"Confirmation"**) from the Company. The online order is deemed firm and the Contract concluded as of the sending of the Confirmation by the Company, subject to the possibilities of price variation stipulated in article 8 below. An online order that has been confirmed cannot be cancelled.

Regardless of shipping costs and taxes, a minimum order amount may be stipulated, depending on the Product concerned. If applicable, this minimum amount is indicated on the Product sheet. A warning is displayed when the minimum is not reached, with the possibility to add Products to reach the minimum order amount. If the User does not wish to add products, additional administrative costs are added to the order to reach this minimum, which the User acknowledges.

In case of unavailability of a Product presented in the Offer, its online order is impossible on the Website, and the User must contact the Company at the contact details indicated on the legal mentions in order to plan with it the subsequent delivery of the Product, within the framework of a Work Order.

Article 5 - Availability / Shipping of orders

Any delivery time indicated by the Company is indicative and is not subject to any guarantee. The Company shall make its best efforts to ensure the delivery of the Products within the time limits indicated, but any

delay shall not justify the cancellation of the order or the reduction of the price, nor the payment of damages or penalties for delay of any kind.

Unless otherwise agreed in writing between the Company and the User, the Company chooses the carrier and the means of transport. The Products are delivered to the address indicated by the User in the Work Order, and the transfer of risks takes place, regardless of when the transfer of ownership takes place, by the Company handing over the Products to the carrier. Consequently, the Products travel at the User's risk, even when they are shipped carriage paid or with the User's contribution to the transport costs. All transport, insurance, customs and handling operations are at the User's expense and risk.

Whatever the mode and conditions of transport, in the event of damage or shortages, the User is required to make precise reservations on the carrier's delivery receipt, to have the carrier note all damage and shortages for which the latter could be responsible, and to confirm them by registered letter within three (3) working days to the delivering carrier as of delivery. In case of missing items, the User cannot refuse the partial delivery and send a claim.

Article 6 - Title retention clause

The Products remain the property of the Company, wherever they may be, including the User's own stores, warehouses and premises, until full payment of the invoices due in principal and accessories. Until such time, the Products may not be moved from their usual storage locations or undergo modifications or alterations without the Company's prior written consent, and under no circumstances may the User dispose of them. By express agreement, the Company may exercise its rights under this title retention clause, for any of its claims, on all of its Products in the possession of the User, the latter being conventionally presumed to be those unpaid, and the Company may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to terminate sales in progress. The User undertakes to insure the Products sold against all risks of loss, theft or damage, at its own expense, with a solvent company as of the date of delivery and shall bear the risks that may arise as of the date of transfer of risks, as defined in the General Conditions.

Article 7 - Complaints

No claim is admissible in case of use of a Product that does not comply with its description, its destination or its rules of maintenance or use, nor in case of normal wear and tear, modification by the User or by a third party whatsoever. In the event of non-conformity proven by the User in relation to the order, claims shall only be accepted by registered letter with acknowledgement of receipt, accompanied by all proof of the alleged non-conformities, and must be sent to the Company within a maximum period of seven (7) working days following receipt of the Product by the User, under penalty of forfeiture and without prejudice to the notification to the carrier stipulated above. The date of receipt is the date indicated on the carrier's delivery receipts. No claim after the aforementioned period shall be taken into consideration by the Company. At the end of this period, the deliveries are irrefutably deemed to be in conformity with the order and in good condition, regardless of the User's claims. In the event of a hidden defect, assessed according to the state of scientific and technical knowledge at the time the Product is sold, the complaint must be sent to the Company by registered mail with acknowledgement of receipt within three (3) months.

No return of Product is accepted without written validation from the Company. If applicable, returns shall be made at the User's expense and risk, within thirty (30) business days following acceptance of the return by the Company. If the Company recognizes the reported non-conformity or latent defect and has authorized the return of the Product, the Company may, at its discretion and as compensation only, to the exclusion of any compensation whatsoever, (i) send a replacement Product or (ii) credit the price of the disputed Product to the User's account and or issue any necessary credit.

Article 8 - Price and payment of orders

The prices of the Products are indicated on the Offer as an indication. The prices may be modified by the Company without prior notice, only the prices summarized in the Confirmation being authentic, subject to the possibilities of price variation stipulated below. The prices of the Products are exclusive of costs, in particular delivery costs. The Website allows the display of the price per unit and the price of the order, as well as any additional costs such as certificates, packaging, management fees if the minimum order amount is not respected, etc. Delivery charges and additional charges are set forth in the Confirmation issued by the Company.

The prices indicated in the order, both from the economic point of view and from the point of view of exchange, customs duties, Value Added Tax (VAT) and other possible taxes, are indicative insofar as, in the event of modification of one or more of these elements during the execution of the order, the prices are revised accordingly. Moreover, as the production of the Products is launched after the order has been registered, and in accordance with the practices of the Products' reference markets, variations in quantity and price are possible between the stipulations of this order and the quantity/price finally delivered/invoiced, which the User acknowledges. The User therefore agrees to pay the price (in Euro) shown on the invoice on the day of delivery.

The Company reserves the right to increase the selling price shown on the Offer by the amount of any increase in any taxes, customs duties or other levies imposed by any national or local government, either directly or indirectly, if incurred prior to the date of the Confirmation, within the limits of the regulations in force at the time of the sale.

The Website does not offer online payment. The terms of payment are indicated in the Confirmation or agreed upon in a separate document between the Company and the User. By default, invoices for orders are sent by mail to the User, are due within thirty (30) days from the date of the invoice, and are paid by bank transfer to the address indicated by the Company, unless separate payment terms or deadlines have been agreed upon elsewhere in writing between the Company and the User, if the Company has agreed that such specific terms apply to orders placed by the User via the Website. The Order Confirmation shall state the agreed payment terms.

The opening of an Account and the placing or execution of orders (in response to a Quotation or as part of an online order via the Webshop) may be subject by the Company to the User's proof of solvency. Any alteration of this solvency will authorize the Company to subordinate the execution of the orders even in progress to a cash payment or to the supply of a sufficient guarantee. In the event of collective proceedings against the User, all deliveries shall be subject to cash payment.

Non-payment of all or part of an invoice on the due date shall render all invoices due, including those not yet due, immediately payable. In case of disagreement on all or part of an invoice, only the amount contested in a complaint addressed to the Company in accordance with the article "Complaints" may be temporarily excluded from the settlement. In the event of an amicable settlement of the dispute, the outstanding amount

shall become immediately payable by the Company.

Any delay in payment shall automatically generate, as of the day following the due date indicated on the invoice, a fixed indemnity of 40€ (art. 6:96 (4) Dutch Civil Code) and interest equal to the REFI rate of the ECB increased by 10 points, without prejudice to the payability of the debt. An additional indemnity may be claimed, on proof, when the collection costs incurred are higher than the fixed indemnity. This clause is without prejudice to the Company's right to request the cancellation of the sale.

Article 9 - Operation of the Website

The Company strives to ensure optimal accessibility of the Website, subject to (i) security updates and (ii) technical maintenance. The User is warned of the technical hazards inherent to the Internet and the slowdown or interruptions of access that may result. In addition, the User is solely responsible for the effectiveness of his web connection. Consequently, the Company does not provide any commitment or guarantee of permanent availability or performance of the Website. The Company has set up state-of-the-art security measures relating to the User's data and orders, but the User is nevertheless warned of the risks inherent in the use of the Internet (including piracy). As a result, the Company cannot under any circumstances guarantee the permanent availability, performance or security of the Website, which is provided as part of an obligation of means.

Article 10 - Intellectual Property

The Website and its contents (texts, images and visuals, videos, data, databases, product illustrations and descriptions, and software) are the exclusive property of the Company, as well as the "Stappert" trademarks and logos within the meaning of the Italian Intellectual Property Code and applicable international agreements. Any reproduction, representation, extraction, modification, distribution or exploitation, in whole or in part, of the Website or of any of its elements, including product data sheets, references and illustrations, and software components, is strictly prohibited without the Company's express prior authorization. Any unauthorized reproduction of any element of the Website, as well as any extraction of product sheets or other data from the Website, is liable to legal proceedings for counterfeiting, unfair competition or image infringement in particular.

With regard to the use of the Website by the User for the purpose of creating an Account, the Company grants the User a personal, non-exclusive, non-transferable right to use the functionalities of the Website in strict compliance with these General Terms and Conditions, for the duration of the General Terms and Conditions and for the Netherlands. Any other use is prohibited. The Company reserves the right to suspend or delete the User's Account in case of fraudulent use observed or suspected by the Company, without notice or compensation.

Article 11 - Personal data

The Company is responsible for processing the personal data entered by the User in the context of his use of the Website (including the information communicated by the User, on a contractual basis, for the purposes of creating and connecting to his Account). This data is also collected for security purposes, in order to comply with the legal and regulatory obligations incumbent, if any, on the Company. It may be reused for commercial prospecting purposes. The User's personal data is not subject to any cross-border data flow or any automated individual decision. The User's data is kept for the duration of the Contract, plus any legal limitation periods. In accordance with applicable regulations, the User has the right to access, rectify, delete, limit, oppose and port data, subject to the requirements of the performance of the Contract or the Company's legal obligations. The User may assert these rights by contacting: compliance@jacquetmetals.com with proof of identity. In the event of a dispute, the person concerned has the right to refer to the supervisory authority. All relevant details of the personal data processing carried out by the Company can be found in the Personal Data Privacy Policy, available here https://shop.stappert.nl/personal-data-privacy-policy.

Article 12 - Liability - Force Majeure

The use of the Website is under the responsibility of the User. As such, the User is responsible for damages of any kind, caused to the Company, its partners or a third party, by his use of the Website (including his employees) or resulting from a disclosure of his Access Codes. The User shall indemnify the Company against any action or claim brought by a third party on the grounds that his use of the Website would infringe his rights or cause damage.

The Company executes the Contract and operates the Website under an obligation of best efforts. The Company shall not be liable, whether in contract, tort (even in case of negligence) or otherwise, for any consequential damages that the User may suffer (including loss of business, data, profits, turnover, activity, opportunities, customers, reputation or business interruption, loss of profit, loss of opportunity or cost of product substitution), resulting from the use of the Website or in case of failure by the Company to perform its obligations.

The Company cannot be held responsible in the event that the Product does not comply with the legislation of the country in which it is used, it is the sole responsibility of the User to ensure that he/she has the right to order/import/use the Product in the country concerned. The Company cannot be held responsible for any direct or indirect damage suffered by the User or third parties in the event of non-compliant installation or use, nor in the event of force majeure. The Company is not responsible either in case of use of the Product by the User for a specific purpose, the User being solely responsible for the choice of the Product and the final use for which it is intended. The Company shall not be liable for the consequences of any use of the Product other than for its intended purpose or normal use, or resulting from the User's inappropriate choice, nor for any damage resulting from mixing the Product, handling it, incorporating it into an assembly or third-party products, transporting it or storing it. The Company's sales representatives are not authorized to provide consulting or study services and cannot engage the Company's responsibility in this respect.

In the event that the Company's liability is engaged, it is strictly limited to the replacement or refund of the returned Product under the conditions of the article "Complaints" of the General Conditions, to the exclusion of any other indemnity or direct or indirect material or immaterial damage. The replacement Product is shipped under the conditions of the article " Availability / Shipping of orders ". In any event, and whatever the basis of its liability, the Company shall in no case be required to compensate either immaterial damages, or indirect damages, or damages unforeseeable at the time of the conclusion of the Contract. The Company's

liability for all types of damages is limited to the amount of the Products in question.

In the event of force majeure, the order may be suspended, modified or cancelled. It is understood that under no circumstances may the User invoke force majeure with respect to the payment of orders.

Article 13 - Termination

In the event of non-performance by the User of all or part of any of its obligations or of late payment, the Company may, at the end of a period of seven (7) days after sending the User a formal notice to remedy its breach by registered letter which has remained wholly or partly without effect, unilaterally terminate the Contract without further formality. The Products delivered or handed over must be returned to the Company on first request, at the expense and risk of the User, who is obliged to do so without prejudice to any damages due to the Company. The Company's reliance on this clause shall not affect the Company's rights to recover accrued interest and penalties under the General Conditions in full discharge of its obligations.

Article 14 - Miscellaneous

The User declares that he/she (i) has the power to commit himself/herself and his/her company within the framework of the General Conditions; (ii) is a professional and has the capacity to act. The User undertakes to (i) comply with the laws and regulations in force concerning the exercise of a commercial activity (in particular registration, accounting, social and tax obligations) and (ii) comply with the regulations applicable to him in his capacity as a professional and in particular any restrictions on export or import applicable to the Products.

The User acknowledges that any electronic action and communication carried out within the framework of the Website shall have the same evidential value as a paper document, in particular orders sent via the Website and information entered in the User's Account, it being specified that the Company ensures that electronic actions and communications on the Website are archived. In the event of a dispute, the Company may validly administer the proof of any request, information, order or action made by the User via its connection and operation logs, which alone will be authentic, which the User acknowledges.

The Company may use any supplier and subcontractor of its choice, as well as any carrier for the purpose of delivering the Products.

In the event that one or more of the stipulations of the General Terms and Conditions are considered null and void or unenforceable by a competent court, this stipulation shall be deemed unwritten without affecting the validity and enforceability of the other stipulations. The General Terms and Conditions will be adjusted, if necessary, to give maximum effect to the economy of the latter, including in the event of a gap.

The General Conditions are subject to French law. The Parties declare their intention to seek an amicable solution to any difficulty that may arise during the execution of the General Conditions. In the absence of such an amicable solution, any dispute between the Parties will be subject to the exclusive jurisdiction of the courts of Lyon.

Date of last update: 06.2021