

These general terms and conditions of sale (*hereinafter the "GTC"*) apply to any purchase made by a legal entity with professional status (*hereinafter the "Customer"*), on the website: <https://www.metafram-metagliss.com/> (*hereinafter the "Site"*) from OPM, a simplified joint stock company with a share capital of 400 000,00 euros, registered with the Pau Trade and Companies Register under number 877 964 973 00037 and whose registered office is at ZI DE LEGUGNON, RUE DU PIC D'AYOUS, 64400 OLORON-SAINTE-MARIE ; e-mail: contact@metafram.fr (*hereinafter "OPM"*).

The purpose of these General Terms and Conditions is to govern the sale and delivery of Products ordered by Customers from OPM via the Site.

They are accessible and printable at any time via a hypertext link available at the foot of the page on the Site.

IMPORTANT

Any order placed on the Site implies the Customer's unreserved acceptance of these GTC.

ARTICLE 1. DEFINITIONS

The terms used hereinafter have the following meanings in these GTC:

- **"Customer"**: refers to the co-contractor of OPM who guarantees to be a professional as defined by French law and jurisprudence. As such, it is expressly provided that the Customer is a natural person or legal entity, public or private, acting within the scope of its commercial, industrial, artisanal, liberal or agricultural activity.
- **"Order"**: refers to the purchase of Products by a Customer on the Site.
- **"Account"**: refers to the space dedicated to the Customer and associated with all the data provided by the Customer and hosted on the Site. Access to the Account is via the Customer's Identifiers.
- **"Identifiers"** refers to the email address and password chosen by the Customer, required to access his/her Account on the Site.
- **"Delivery"**: refers to the first presentation of the Products ordered by the Customer at the delivery address indicated by the latter when placing the Order.
- **"Products"** refers to all products sold by OPM on the Site.

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00037

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- Customized products are excluded.
- **"Site"**: refers to the OPM website accessible at the following address:
https:
- **"Territory"** refers to Metropolitan France and, more generally, to all countries worldwide, with the exception of the following non-exhaustive list:

Syria, Iran, Myanmar, North Korea, Cuba, Sudan, Democratic Republic of Congo, Russia, Ukraine, Belarus, Somalia, Zimbabwe

ARTICLE 2. PURPOSE

The present General Terms and Conditions govern the sale of Products marketed by OPM via the Site.

The Customer is fully informed and acknowledges that the Site is intended for professionals.

Consequently, these General Terms and Conditions of Sale apply solely to the sale of Products marketed on the Site to professionals.

Any purchase of Products made by the Customer via the Site undertakes to purchase them for his own account.

It is expressly stipulated that all Products purchased on the Site may not be resold by the Customer to his end customers.

ARTICLE 3. ACCEPTANCE OF GTC

The Customer undertakes to read and expressly accept these General Terms and Conditions of Sale before proceeding with the payment of any Product Order placed on the Site.

These General Terms and Conditions of Sale can be consulted on the home page of the Site by means of a link accessible at the following address: <https://www.metafram-metagliss.com/terms-and-conditions-of-sale/> must be consulted before placing an Order. The Customer is invited to read them carefully, download them, print them and keep a copy.

OPM reserves the right to modify GTC at any time. Therefore, the Customer is invited to consult them for each new order. The latest version of these GTC will apply, as of its update, to all new Product Orders.

Before proceeding with the payment of his/her Order, the Customer acknowledges having read and accepted, without limitation or condition, the General Terms and Conditions applicable on the date of his/her Order.

ARTICLE 4. PURCHASING PRODUCTS ON THE SITE

The Customer acknowledges that he/she has full legal capacity and is a professional in order to place an Order on the Site.

For any purchase of a Product on the Site, the Customer must, depending on the choice made, request the creation of a Customer account via the "request form" on the Site or provide the personal and professional information required to place an Order as a guest.

4.1. procedure

All Customers have the option of requesting the creation of an Account on their first visit to the Site in order to place their first Order. Customer registration on the Site is free of charge.

To apply to open an Account, the Customer must :

- Complete the information required by the Site; and
- Choose a password.

Any incomplete registration request will not be validated, which the Customer acknowledges and accepts.

The information that the Customer provides to OPM when requesting registration must be complete, accurate, up-to-date, sincere and must not be flawed or misleading.

OPM reserves the right to ask the Customer to confirm by any appropriate means his identity, his eligibility and the information communicated.

The Customer is hereby informed and accepts that the information entered for the purposes of creating or updating his/her Account shall constitute proof of his/her identity. Consequently, the information entered by the Customer is binding as soon as it has been validated.

In addition, in the event of modifications, the Customer undertakes to update, without delay, the information entered in his Account so that it complies with the aforementioned conditions.

The creation of a Customer Account allows him/her to :

- Place an Order via the Products catalog available on the Site;

- Consult and manage Orders placed on the Site;
- Update personal information and delivery addresses;
- Download invoices for your orders ;

Account creation requests are handled by the OPM Sales Administration department. Once the request has been processed by the department, the Customer will receive an e-mail at the e-mail address provided to confirm his registration and provide him with a Customer ID and associated password which will enable him to connect to his Account.

The Customer will be able to connect to his Account in order to modify the password

We recommend that you change your password regularly.

Customers can access their Account at any time by logging in using their Identifiers.

OPM undertakes to keep securely all contractual elements whose retention is required by law or regulation.

4.2 management

The Customer shall be solely responsible for the use of his Identifiers or actions taken through his Account.

In the event that a Customer discloses or uses his Identifiers in a manner contrary to their intended purpose, OPM may terminate access to the Account without notice or compensation.

Under no circumstances will OPM be held responsible for any impersonation of a Customer. All access and actions carried out from a Customer's Account will be presumed to be carried out by this Customer, insofar as OPM has no obligation and does not have the technical means to ensure the identity of persons accessing the Account.

Any loss, misappropriation or unauthorized use of a Customer's Identifiers and their consequences are the sole responsibility of the Customer, who must notify OPM without delay by e-mail to the following address: contact@metafram.fr

4.3. Unsubscrib

The Customer may request the closure of his Account at any time by sending an e-mail to the following address: contact@metafram.fr

Once received, OPM will proceed with the deactivation of the Account as soon as possible and will send the Customer an e-mail confirming the closure.

In the case of open Orders, these must be paid for by the Customer and delivered by OPM.

ARTICLE 5. ORDERS

5.1 Specifications

The detailed price of the Products required to execute an Order is given on the Quotation.

The Customer acknowledges that his request for a quotation has been made with full knowledge of the various characteristics of the Products to meet his requirements and needs.

Once the request for quotation has been sent, the Customer may no longer modify the nature of the Products agreed upon. In the event of a modification requiring a price change, the Customer must request a new quotation before ordering the new Products.

Each quotation is accompanied by these General Terms and Conditions of Sale. The quotation is valid for thirty (30) days from the date it is sent, and is issued free of charge

Validation of the quotation and transmission of the Customer's Order to OPM will confirm the Customer's acceptance of these General Terms and Conditions of Sale.

This order must be placed in writing or sent by e-mail to the attention of OPM, directly to the sales contact or to the following e-mail address: contact@metafram.fr

Any signed Order or quotation implies acceptance of the prices and descriptions of the characteristics of the Products offered.

5.2. characteristics

OPM undertakes to present in a clear, legible and comprehensible manner the essential characteristics of the Products and the compulsory information that the Customer must receive by virtue of the applicable law.

These characteristics and information appear on the product sheets on the Site.

These sheets contain the description, details (reference, availability, technical data and specific references) and price of the Product.

The Customer undertakes to read this information carefully before placing an Order on the Site.

All Products sold by OPM comply with current European legislation and standards applicable in France.

5.2. procedure

Orders for Products are placed directly on the Site. To place an Order, the Customer must follow the steps described below (*please note, however, that depending on the Customer's start page, the steps may differ slightly*).

5.2.1. Product selection and options

The Customer must select the Product(s) of his/her choice by clicking on the Product(s) concerned and choosing the desired quantities. Once the Product has been selected, it is placed in the Customer's basket. The Customer may then add as many Products as he/she wishes to his/her basket, subject to availability.

5.2.2. Command

Once the Products have been selected and placed in the shopping basket, the Customer must click on the basket and check that the contents of the Order are correct (*including the quantity, characteristics and references of the Products ordered, the billing address, the means of payment and the price*) before validating its contents.

Once the contents of the basket have been validated and the Customer has been identified/registered, or if he/she wishes to place an order "as a guest", he/she will fill in the information required for the Order and will be invited to provide information concerning the delivery address and delivery method.

The Customer may then proceed with payment for the Products selected, according to the chosen method of payment, by following the instructions on the Site and providing all the information required for invoicing. It is

hereby specified that the Customer may not proceed with the payment of his/her Order without having first accepted, without reservation, the present General Terms and Conditions of Sale.

Orders must include all the information required to process the order.

5.2.3. Acknowledgement of

Once all the steps described above have been completed, a page appears on the Site acknowledging receipt of the Customer's Order. A copy of this acknowledgement is systematically sent to the Customer by e-mail, provided that the e-mail address provided is correct.

It is specified that the summary of the Order as well as the confirmation e-mail may be kept and printed by the Customer.

5.2.4. Billin

During the ordering process, the Customer must enter the information required for invoicing. The sign (*) indicates the mandatory fields that must be filled in for OPM to process the Customer's Order.

In particular, the Customer must clearly indicate all information relating to the Delivery, in particular the exact Delivery address, as well as any access code to the Delivery address.

The Customer must also specify the means of payment chosen.

Neither the order form that the Customer draws up online, nor the acknowledgement of receipt of the Order that OPM sends to the Customer by e-mail, constitute an invoice. Whatever the method of order or payment used, invoices for Products ordered will be accessible and printable at any time from the Customer Account

In any case, the Customer may also obtain the invoice related to his Order by e-mail upon request to OPM.

5.3. date

The order date is the date on which OPM acknowledges online receipt of the order. The delivery times indicated on the Site only begin to run from this date.

5.4. Price

For all Products, the Customer will find prices displayed on the Site in Euros or in US Dollars excluding VAT. Applicable delivery charges, including packaging, will be calculated in addition according to the Delivery address and the carrier or mode of transport chosen.

All prices are inclusive of value-added tax (VAT) at the rate applicable on the order date. Any change in the applicable rate may have an impact on the price of the Products from the date on which the new rate comes into force.

The applicable VAT rate is expressed as a percentage of the value of the Product sold.

As the prices of raw materials used in OPM' Products are subject to change, the prices displayed on the Site may be adjusted accordingly. Prices quoted remain valid, barring any gross or technical errors.

The price applicable to any Order is that indicated on the Site on the day the Order is placed by the Customer.

5.5. availability

OPM undertakes to deliver the Products ordered on the date or within the period indicated on the day of the Customer's Order, unless the Parties have agreed otherwise.

The unavailability of a Product is indicated on the page of the Product concerned.

In any case, if unavailability was not indicated at the time of the Order, OPM undertakes to inform the Customer without delay in the event that the Product is unavailable.

If the Customer decides to partially cancel an Order containing unavailable Products, he/she will be reimbursed for all sums paid for the unavailable Products, no later than thirty (30) days following the date on which the Order for said Products was cancelled.

OPM reserves the right to include the Customer's name and/or logo on a list of references or a sales and/or marketing brochure and/or document of any kind whatsoever, whether in paper or electronic form.

ARTICLE 6. PAYMENT

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6.1. methods

The Customer may pay for Orders placed on the Site through the means offered by OPM, listed below:

- The STIPE application using a bank card;
- SEPA direct debits.

In the case of payment by direct debit, the Order can only be dispatched once the funds have been received in OPM's bank account.

The Customer guarantees OPM that he/she holds all the authorizations required to use the chosen means of payment.

OPM will take all necessary measures to guarantee the security and confidentiality of data transmitted in connection with the payment of Orders made on the Site.

It is hereby specified that all payment information provided on the Site is transmitted to the Site's bank and is in no way processed by the Site.

6.2. date

In the case of a single payment by credit card, the Customer's account will be debited as soon as the Product Order is placed on the Site.

In the event of partial Delivery, the total amount of the Order will be debited from the Customer's bank account, at the earliest when the first parcel is dispatched.

If the Customer decides to cancel an Order for unavailable Products, the refund will be made in accordance with the last paragraph of article 5.5 of these GTC.

6.3. Refusal of

In the event that the Customer's bank refuses to debit a card or other means of payment, the Customer may contact OPM Customer Service in order to pay for the Order by any other valid means of payment accepted by OPM.

In the event that, for any reason whatsoever, it proves impossible to transmit the flow of money owed by the Customer, the Order will be cancelled and the sale automatically terminated.

ARTICLE 7. TRANSFER OF OWNERSHIP

OPM remains the owner of the delivered Products until full payment has been received from the Customer.

The above provisions do not prevent the transfer to the Customer, at the time of receipt by him, or by a third party designated by him other than the carrier, of the risks of loss or damage to the Products subject to retention of title, as well as the risks of damage they may cause.

ARTICLE 8. TRANSFER OF RISK

Unless otherwise specifically agreed between the Parties, the transfer to the Customer of the risks of theft, loss, deterioration or destruction occurs at the time of delivery or, in the case of handover to a carrier, at the time of handover of the goods to the first carrier.

ARTICLE 9. DELIVERY

It is impossible to place an Order to any delivery address outside the Territory.

The times for preparing an Order and drawing up the corresponding invoice before dispatch of Products in stock are mentioned on the Site. These times do not include weekends or local public holidays.

An e-mail will automatically be sent to the Customer upon shipment of the Products to the e-mail address provided in the registration form.

9.1 times & costs

During the ordering process, OPM indicates to the Customer the possible delivery times and shipping methods for the Products ordered.

Shipping costs are calculated according to the delivery method chosen, the weight of the parcel and the delivery address.

The amount of these charges will be payable by the Customer in addition to the price of the Products purchased.

Delivery times and costs are detailed on the Site.

9.2 terms

The terms of delivery of the Products allow the Customer to choose between two options, listed below:

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- A shipment made by OPM' logistics department; or
- A shipment made via the Customer's carrier.

OPM Products are sold and shipped EXW in accordance with INCOTERMS® CCI 2020 from Oloron Sainte-Marie, France.

The customer is responsible for customs formalities, the payment of duties and taxes due on importation and the unloading of goods at destination.

9.3 problems

The delivery time indicated at the time of ordering is given as an indication only and is in no way guaranteed.

Consequently, any delay in the provision of products shall not give rise to :

- Awarding damages;
- Allocation of penalties;
- Order cancellation.

It is the Customer's responsibility to check the delivered Products as soon as they are delivered.

In the event of missing or damaged Products or apparent non-conformity, the Customer must make all necessary reservations on the delivery slip upon receipt of said Products.

Failing this, the Customer is deemed to have accepted the Products without reservation.

OPM reserves the right to proceed, directly or indirectly, with any observation and verification. The return of non-conforming Products is subject to prior acceptance by OPM. Failing this, the Customer is deemed to have accepted the Products without reservation.

In case of renunciation by the Customer of his order or in case of non withdrawal of the Products within the time limit, OPM reserves the right to reclaim the delivered Products.

ARTICLE 10. PACKAGING

The Products will be packaged in accordance with current transport standards in order to guarantee maximum protection for the Products during Delivery.

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ARTICLE 11. WARRANTY AGAINST HIDDEN DEFECTS

OPM is liable for any hidden defects in the Products sold which render them unsuitable for their intended use or which impair this use to such an extent that the Customer would not have purchased them, or would have paid a lower price for them, had he been aware of them (**Article 1641 of the French Civil Code**)

This guarantee allows the Customer, who can prove the existence of a hidden defect, to choose between reimbursement of the price of the Product if it is returned, or to keep the Product and have part of the price returned. (**Article 1644 of the French Civil Code**)

The action resulting from redhibitory defects must be brought by the Customer within two (2) years of the discovery of the defect. (**Paragraph 1^{er} of Article 1648 of the French Civil Code**)

ARTICLE 12. LIABILITY

OPM may not be held liable in the event of non-performance or improper performance of contractual obligations attributable to the Customer, in particular when entering his Order.

OPM shall not be held liable or considered to have failed to comply with these GTC, for any delay or non-performance of one of its obligations described in these GTC, when the cause of the delay or non-performance is linked to a case of force majeure as defined in article 15 of these GTC.

Except as otherwise provided by law, OPM shall not be liable for any damages whatsoever resulting directly or indirectly from the use of or inability to use the Products, including without limitation :

- OPM shall not be liable for any special, indirect or consequential damages, such as, but not limited to, loss of production, loss of profits, even if the Customer has been advised of the possibility of such damages or losses;
- OPM shall not be liable for any loss or destruction of any property, damage or expense arising directly or indirectly from the Customer's use, misuse or inability to use the Product, either independently or in combination with any other Product;
- OPM shall not be liable for any commercial loss whatsoever;

Under no circumstances shall the contractual liability of OPM, as it may be incurred in application of these GTC, exceed the amount of the sums paid

or still to be paid by the Customer for the purchase of the Product in question.

OPM has no control over websites linked directly or indirectly to the Site. Consequently, OPM accepts no liability for the information published on these sites. Links to third-party websites are provided for information purposes only, and no guarantee is given as to their content.

ARTICLE 13. FORCE MAJEURE

OPM may not be held liable if the non-performance or delay in the performance of any of its obligations described in these GTC is due to force majeure.

Force majeure is defined as any event resulting from an impediment beyond the control of OPM which it could not reasonably be expected to foresee and which it could not reasonably have avoided or overcome in terms of its effects or its ability to execute, in whole or in part, the Order at the time it was placed. The following events are considered as force majeure events, this list not being limitative:

- war, declared or undeclared, civil war, riots and revolutions, acts of piracy, sabotage ;
- natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning ;
- explosions, fires, destruction of machines, plants and installations of any kind;
- acts of authority, whether lawful or unlawful, with the exception of those for which a Party assumes the risk;
- boycotts, strikes, picketing, lock-outs in any form, work-to-rule strikes, factory and premises occupations, work stoppages occurring on OPM premises;
- shortage of labor or raw materials;
- equipment failure and machine breakdown.

If the impediment is temporary, performance of the obligation is suspended unless the resulting delay justifies termination of the contract. If the impediment is definitive, the contract is terminated ipso jure and the parties are released from their obligations under the conditions set out in articles 1351 and 1351-1 of the French Civil Code.

In the event of one of the aforementioned events, OPM will endeavor to inform the Customer as soon as possible.

ARTICLE 14. PERSONAL DATA

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OPM collects personal data concerning its Customers in order to process Orders placed on the Site, to analyze such Orders, to respond to requests for information and, if the Customer has expressly chosen this option, to send him or her commercial prospecting mail, newsletters, promotional offers and/or information on special sales. The Customer may unsubscribe if he/she no longer wishes to receive such communications from OPM.

In this respect, the Customer is invited to consult the OPM Privacy Policy available at the following address: <https://www.metafram-metagliss.com/cookies/> which will provide further information on the protection of personal data, the processing carried out via the Site and the procedures for exercising rights.

ARTICLE 15. COMPLAINTS - CUSTOMER SERVICE

All customer complaints must be sent by post to the following address:
OPM ZI DE LEGUGNON, RUE DU PIC D'AYOUS, 64400 OLORON-SAINTE-MARIE,
or by e-mail at the following address: contact@metafram.fr

ARTICLE 16. INTELLECTUAL PROPERTY

All visual elements of the Site, including the underlying technology used, are protected by copyright, trademark and/or patent law.

These elements are the exclusive property of OPM. Any person who publishes a website and wishes to create a direct hypertext link to the Site must request OPM's authorization in writing.

This authorization of OPM will in no case be granted permanently. This link must be removed at the first request of OPM. Hypertext links to the Site using techniques such as *framing* or *in-line linking* are strictly prohibited.

Any representation or reproduction, in whole or in part, of the Site and its contents, by any process whatsoever, without the prior express authorization of OPM is prohibited and will constitute an infringement punishable by the provisions of the Intellectual Property Code.

Acceptance of these GTC implies that the Customer acknowledges OPM's intellectual property rights and undertakes to respect them.

ARTICLE 17. VALIDITY OF THE GENERAL TERMS AND CONDITIONS

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Any change in current legislation or regulations, or any decision by a competent court invalidating one or more clauses of these General Terms and Conditions of Sale shall not affect the validity of these General Terms and Conditions of Sale. Any such modification or decision shall in no way authorize Customers to disregard these General Terms and Conditions of Sale.

ARTICLE 18. MODIFICATION OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions of Sale apply to all Orders placed on the Site, as long as the Site is available online.

The General Terms and Conditions of Sale are dated precisely and may be modified and updated by OPM at any time. The General Terms and Conditions of Sale applicable are those in force at the time of the Order.

Modifications to the General Terms and Conditions of Sale will not apply to Product Orders placed prior to the modifications.

ARTICLE 19. JURISDICTION AND APPLICABLE LAW

THE COMMERCIAL COURT HAVING JURISDICTION OVER THE REGISTERED OFFICE OF OPM SHALL BE COMPETENT TO HEAR ANY DISPUTE CONCERNING THE APPLICATION OF THESE CGV, AS WELL AS THEIR INTERPRETATION, PERFORMANCE AND SUBSEQUENT SALES CONTRACTS ENTERED INTO BY OPM, OR CONCERNING PAYMENT OF THE PRICE, EVEN IN THE EVENT OF MULTIPLE DEBTORS, THIRD-PARTY PROCEEDINGS OR SUMMARY PROCEEDINGS.

HOWEVER, OPM RESERVES THE RIGHT TO SUMMON THE CUSTOMER BEFORE THE COMMERCIAL COURT IN WHOSE JURISDICTION THE CUSTOMER IS DOMICILED.

THESE TERMS AND CONDITIONS AND THE RELATIONSHIP BETWEEN THE CUSTOMER AND OPM ARE GOVERNED BY FRENCH LAW.

However, prior to any recourse to an arbitral or state judge, negotiation will be preferred in a spirit of loyalty and good faith with a view to reaching an amicable agreement in the event of any dispute relating to these GTC, including those concerning its validity.

The Party wishing to initiate the negotiation process must inform the other Party by registered letter with acknowledgement of receipt, indicating the elements of the dispute. If, after a period of one (1) month, the Parties are

unable to reach agreement, the dispute will be submitted to the competent court designated above.

Throughout the negotiation process and until its conclusion, the Parties undertake to refrain from taking any legal action against each other in respect of the dispute which is the subject of the negotiation. By way of exception, the Parties are authorized to refer the matter to the summary proceedings court or to apply for an order on petition. The Parties shall not waive the amicable settlement clause in the event of any action being brought before a court of summary jurisdiction or in the event of a petition being filed, unless they expressly wish otherwise.