

## GENERAL TERMS AND CONDITIONS

These General Terms & Conditions of Sale ("GTCs") supersede all earlier versions. They apply to all orders of products made by a professional purchaser of goods ("Customer") to BMI ("BMI"). The applicable GTCs are those in force as at the date of the invoice. GTCs are the sole basis of commercial negotiation & shall prevail over any & all other general conditions of purchase or documents of whatsoever nature issued by Customer. Any & all other terms and / or conditions shall not be deemed valid unless BMI has granted its prior written approval.

### 1. PURCHASE ORDERS

Prices, catalogues and/or advertising or promotional documents do not constitute an offer of the products featured & BMI reserves the right without notice to withdraw any product from its pricing or advertising documentation & change the characteristics shown therein. However, Customer may cancel any order in the event that such changes affect characteristics that were essential to its commitment to purchase. Any purchase order ("PO") issued by Customer entails unconditional acceptance of BMI GTCs & prices. PO must be sent to BMI's Customer Service Department by letter, e-mail, EDI or by any other management software priorly approved by BMI. POs must contain all information required for proper implementation such as: references, product quantities, desired delivery place or pick-up date.

Customer PO shall give rise to the issuance of an Order Confirmation ("OC"), within 48 (forty-eight) working hours of the PO being placed, indicating an estimated date of delivery or availability & available quantities. POs can be withdrawn or cancelled only prior to BMI issuing an OC & BMI may refuse any request to withdraw (cancel) a PO received after the OC has been sent. If no OC is provided by BMI within (48 working hours), the PO shall be deemed rejected. Any request to postpone delivery or pick-up at the Customer's initiative must be submitted in writing & BMI may, at its sole discretion, accept such a request. Any PO modification shall only become effective upon BMI's written acceptance; in such a case, BMI is entitled to automatically apply a flat-rate surcharge fee (designed to compensate BMI for the administrative & logistical costs incurred) calculated at a rate of fifteen per cent (15%) of the total amount owed by the Customer, with a minimum surcharge fee of 150 (one hundred and fifty) euros.

If the request for delivery postponement is received by BMI less than 48 working hours before the initially-scheduled time of collection by the transport carrier, BMI may at its sole discretion, either (i) apply a flat-rate surcharge fee (designed to compensate BMI for the administrative & logistical costs incurred) calculated at a rate of fifteen per cent (15%) of the total amount owed by the Customer, with a minimum surcharge fee of 150 (one hundred and fifty) euros, or (ii) cancel the PO upon written notification with immediate effect and without BMI incurring liability as a result of such cancellation.

BMI may suspend, cancel or refuse to fulfil as-yet undelivered PO(s) if such Customer has not yet paid one or more previous deliveries. BMI reserves the right to cancel any PO without penalty & without incurring any liability whatsoever (i) if BMI's suppliers are unable to deliver the products/components/raw materials used to manufacture product(s) contained in the order, or (ii) if there is a shortage or supply difficulties in obtaining raw materials/products/components used to manufacture product(s) contained in the order.

### 2. PRODUCT AVAILABILITY

After 15 (fifteen) working days from the on-site collection date mentioned on an OC, the availability of an ordered product is no longer assured. Accordingly, if the ordered product has not been collected by the Customer or its transport carrier within the aforementioned 15 (fifteen) working days, BMI may at its sole discretion cancel the corresponding PO, and the surcharge fee mentioned in Article 1 above will be automatically charged to the Customer.

### 3. TRANSPORT - DELIVERY

Unauthorized third parties are strictly prohibited from entering into product loading premises. Delivery dates are indicative only. Delays in delivery shall not entitle Customer to liquidated damages or compensation of whatsoever kind, nor shall they entail cancellation of the PO, unless it is proved that their cause lies in a serious breach from BMI. BMI shall not be deemed liable in the event the delayed delivery is caused by force majeure.

(i) Products sold Ex-Works (i.e., factory gates, warehousing / storage areas): During loading, the product sequencing of PO(s) is not a service provided by BMI. For all means of transport, Customer is solely & entirely responsible for the transportation of the products. BMI may exceptionally agree, in lieu of the Customer & upon its express request, to load the products into truck, it being understood that BMI is under no requirement to do so. In such a case, BMI carries out the loading exclusively at Customer's expense, & risk & liability. The loading, wedging & securing of products by BMI is deemed to comply with Customer's expectations & with best practices & standards. In no circumstances can BMI be held liable for any consequences resulting from the loading, whether before, during or after transportation. Only the Customer may be held liable in such case.

(ii) Products delivered to Customer premises: Irrespective of the means of transport, BMI will invoice the Customer all transportation expenses not included in the price of products, including higher fuel costs charged by carriers & all other excess transportation expenses. Customer commits to pay those costs but also to hold harmless & reimburse BMI upon 1<sup>st</sup> request for any costs or indemnity associated or resulting from the application of the Gaysot law & regulations.

(iii) Provisions applicable irrespective of the chosen delivery method: If prices are established "carriage paid", they include transportation. Irrespective of Customer's means of pick-up or of transportation, Customer commits to comply with applicable regulations, to adopt best practices for product pick-up and transportation, and to comply with the instructions and health and safety rules in force on the different BMI sites.

Reusable packaging & conditioning possibly made available by BMI for product transportation and storage includes pallets, which are to be used for the sole purposes of product storage. They must be kept in good condition by the Customer and handled, unloaded and prepared for their return to BMI in accordance with standard practices and / or BMI's specific recommendations. If packaging or conditioning is missing or damaged, BMI reserves the right to claim from Customer the cost of equivalent replacement packaging and all the direct and / or indirect costs of such replacement.

### 4. WARRANTIES

#### 4.1 General warranty

BMI warrants solely that at the time of their delivery, products comply to the technical specifications determined & communicated by BMI and to applicable technical standards. For products governed by specific technical standards (e.g.: a regulation, a technical appraisal ("*Avis technique*"), Technical Application Document ("*Document technique d'application*"), certification standard), the warranty applies only if it is

demonstrated that there is non-compliance with the technical standard in force at the time the product was manufactured. BMI grants the above-mentioned guarantee only for a period of 10 (ten) years from the date of product delivery, over the same geographical scope as the applicable technical standard. The BMI guarantee covers neither any damage to the product that is aesthetic, nor the product's consistency of shade of a given color over time. Photographs appearing on our paper & digital media are non-contractual, BMI being unable to give any warranty as to the faithful reproduction of colors. BMI shall therefore not be held responsible for delivery of products whose color proves to be unsatisfactory. BMI therefore invites the Client to visit a retailer or to request a sample before placing any PO.

BMI disclaims all liability resulting from exceptional adverse weather conditions including hail storms that may affect the products. BMI disclaims any other warranty whether expressed or implied in regard to products, including regarding their suitability for a use not compliant to or identified by technical specifications or applicable standards. Any intervention or repair performed without the prior agreement of BMI in regard to products, even when at a later date they are deemed defective, will render the warranty void & entail loss of all rights of recourse against BMI. It is specified that if BMI staff are required to intervene on a site, this shall in no way be as substitutes for the professionals involved in the construction process (notably site owners, architects, contractors, etc) inasmuch as BMI is neither qualified nor approved for such.

BMI only provides a warranty in relation to products within its range. The warranty provided by BMI applies only to products sold as new and installed for the first time, thereby excluding any product that has been:

- reused for the same purpose for which it was designed;
- classified as waste & subsequently recycled, enabling its reuse.

Customer undertakes to provide and ensure that its staff, representatives and / or sub-contractors provide sub-purchasers and / or beneficiaries and / or users of the products with relevant, clear and comprehensive information, with regards to the products and to the warranties attached thereto.

#### **4.2 Specific warranties**

The following specific guarantees deviate from Article 4.1, which remains applicable in the absence of contradiction with these specific warranties.

**(A) Frost damage warranty (*Géllivité*) for concrete & clay tiles:** BMI grants a warranty of 30 (thirty) years against frost damage on its Clay product range and a warranty of 50 (fifty) years against frost on its Concrete product range from the date of product delivery or, in the absence of such information, from the date of manufacturing shown on the product.

**(B) SYSTEM CLIMA COMFORT warranty:** BMI grants a warranty of 10 (ten) years on the Clima Comfort System from the date of product delivery or, in the absence of such information, from the date of invoice. This warranty applies only if a prior technical study about the fastening of the System as well as a thermal study are first performed by BMI, and if the Clima Comfort system is installed using the prescribed products and in accordance with the rules described in the study and in BMI's technical brochure.

**(C) SILVER warranty:** BMI grants a warranty, the duration of which is set out in the documentation relating to the warranty extension, applicable from the date of delivery of the SILVER products or, in the absence of such information, from the date of invoice, provided that BMI has received all the information required for drawing up this warranty.

**(D) SYSTEM PRO MONTAGNE warranty:** BMI grants a 10 (ten) year warranty on the System Pro Montagne from the date of product delivery or, in the absence of such information, from the date of invoice. This warranty only applies if a technical study is carried out by BMI and if the system is installed with all the prescribed products and in accordance with the rules described in the study and in BMI's technical brochure.

#### **4.3 Implementation of warranties**

To be admissible, any claim under a general or specific warranty must be notified by registered letter with acknowledgement of receipt sent to BMI's After-Sales Department within fifteen (15) days of delivery or of the appearance of the defect or missing product and accompanied by supporting documents (invoice, photographs, claim notification...). The Customer must allow BMI the ability to perform and record inspection findings in the presence of both parties. Save as stipulated under Article 4.4 below, BMI may at its sole discretion either replace defective or missing products or reimburse the price of the products, minus a discount of 20 % (twenty percent) on the net invoiced price. Disputed products which have been replaced or reimbursed must be made available for BMI, who will be free to dispose of these as it sees fit.

Product replacements or repairs performed shall not constitute any cause of extension of the initial period of warranty of the relevant product. The initial warranty period will thus remain unchanged.

The warranty applies only if: (i) Customer has valid & regular product title ownership; and (ii) if the product price has been fully paid; and if (iii) Customer has complied with standard conditions, if applicable as per BMI recommendations, of handling, storage, transportation, use, installation and maintenance while also respecting the customary practice, best practices, technical recommendations known as DTU and DTA, Technical Assessments, applicable certifications (Qualibat, French norm ("*Norme française*" or "*NF*"), ACERMI) and BMI installation instructions and more generally any and all recommendations made by BMI to Customer and that (iv) the installer has completed and validated any mandatory training –if any- with the BMI Academy prior to the installation of the product. The distributor/reseller of BMI products undertakes to inform its customer that, if BMI has made training prior to the installation of a product mandatory, it is the responsibility of the installer/sealer to approach BMI for training. Otherwise, the distributor/reseller's client shall not be able to exercise its warranties relating to the quality of the product. Furthermore, the distributor/reseller undertakes, in the case of the resale of BMI products, to ensure that all documentation and/or communication elements present in the BMI products are duly transmitted to its customers; and that (v) in the case of a warranty extension, the latter has been priorly approved in writing by BMI. Any distributor/reseller who approves such a warranty extension shall be solely liable to his client for commitments made without the prior agreement of BMI.

Standardised products are supplied in compliance with European standards (CE marking). The Customer is responsible for checking at the time of delivery whether quantity is correct & product is compliant with specifications. Acceptance of product quality is deemed to take place in accordance with the Incoterm chosen by the Parties, taking into consideration customary tolerances. BMI will take into consideration claims for breakage of tiles only when the rate of damage exceeds 2 % (two percent). Products which are not defective and/or not-compliant with the PO cannot be returned or reimbursed. Products defective or not compliant with the PO can be returned only with BMI's prior written agreement and only within a period of 30 (thirty) days following delivery and provided the product returned reaches BMI in its original packaging without physical or chemical transformation and unaccompanied by any other products. The return shall be deemed "accepted" only after verification and validation performed by BMI staff upon product return.

#### **4.4 Implementation of specific warranties**

By way of exception to Article 4.3 above, in the specific case of the warranties described at Articles 4.2 A. and C. above ("*Frost damage warranty for concrete and clay tiles*" and "*SILVER warranty*"), BMI shall not offer product reimbursement, it shall offer only product

replacement and such replacement shall only concern products mutually recognized by both BMI and the Customer as defective. All ancillary costs are expressly excluded, including transportation, installation, removal and all indemnities of any type whatsoever.

## 5. LIABILITY

BMI shall in no circumstances be held liable to Customer for indirect damage and / or financial loss such as among others loss of revenue, operating loss, loss of earnings or of commercial opportunity, compensation for late delivery, penalties for construction delay, etc., no matter that they may be foreseeable, nor shall BMI be held liable for damage arising from hail and/or other exceptional weather event, for imperfect roofing maintenance, for any handling, storage or installation of products which fail to comply with customary practice, standard practices, D.T.U. recommendations and Technical Assessments in force, including BMI's own installation instructions and the recommendations issued by BMI to Customer. The foregoing enumeration of circumstances is not exhaustive. BMI disclaims any warranty or liability whether express or implied, notably in regard but not limited to commercialization or fitness for purpose or expected product performance when in use. The Customer shall bear any and all risks arising from the use of the products whether on their own or in association with others, and shall bear sole liability for the direct and indirect damage arising from their use. In any event, the liability of BMI shall be limited to the value of the products in dispute, and shall in any event be capped at the price effectively paid by the Customer.

## 6. PRICE

The products shall be supplied according to BMI's price list whose validity period is one (1) month as from its communication to the Customer.

Products shall be invoiced by BMI at the price applicable on the date at which the product is delivered or collected.

Notwithstanding the above, prices may be revised by BMI, at its sole discretion, in the event of a significant economic change or external circumstance beyond BMI's control such as, but not limited to, an increase in the cost of raw materials, energy, transport or an unfavorable change in taxation. BMI will inform the Customer in writing within a reasonable period of time before the modification of the new price, who will then be entitled to cancel his order. Without a response from the Customer within ten (10) days, the new prices will be deemed accepted by the Customer.

## 7. PAYMENT

Unless otherwise stated, payment shall be paid by wire transfer & wholly credited (without early payment discount) to BMI's bank account within 45 (forty five) days end of month. Pursuant to Article L441-13 of the French Code de commerce, with regards to sales to the listed French overseas departments (DROM-COM), terms of payment are from the date of receipt of products. Payments by cheque are not accepted. BMI reserves the right to verify Customer's legal and financial situation & as the case may be, to set the terms whereby it is assured of the payment of invoices (payment by wire transfer before shipment, shorter terms of payment or bank guarantees ...). There shall be no deemed or temporary waiver of terms of payment under any circumstances whatsoever including dispute, and no claim in regard to product quality or quantity shall be deemed grounds for withholding payment. In the event of late payment, BMI reserves the right (i) to suspend any delivery or purchase order in progress, without prejudice to the further seeking of legal remedy (ii) to demand payment of compensation at the ECB's most recent refinancing interest rate increased by 10 (ten) percentage points. These penalties are payable at BMI's first request without issuance of prior formal notice to pay. The flat rate fee due by law to a creditor in the event of late payment is forty euros (€40) unless there are grounds for higher fees, notably to cover the costs of litigation. Non-payment of an invoice constitutes serious misconduct by Customer, whereby BMI has authority to cancel the sale automatically, liability thus resting fully with Customer after official warning has remained without effect for 30 (thirty) days, without prejudice to any and all other rights available to BMI.

For any credit note request:

- Customer must send a complete & detailed credit note request, including all documents supporting the request, with acknowledgement of receipt to [administratif-advsiplast@bmigroup.com](mailto:administratif-advsiplast@bmigroup.com) for the Siplast brand, and [administratif-advmonier@bmigroup.com](mailto:administratif-advmonier@bmigroup.com) for the Monier brand. In case this procedure is not followed or the credit note request is not compliant (including when a document is missing), BMI may disregard the request and the invoice would then become payable by the Customer to BMI, which the Customer expressly accepts. BMI is also entitled to reject any request that it deems unjustified or unreasonable.
- Customer must send the credit note request to BMI within 72 hours of delivery or collection, unless the credit note request refers to a material pricing error, in which case the deadline is extended to 60 days from the date the invoice was issued.
- Credit note request must include all the necessary information for its proper management & processing:
  - PO number;
  - purpose of the request: return of goods, reimbursement, defect etc.;
  - invoice number;
  - the item concerned with its EAN code or BMI item code;
  - the price must be detailed: unit price invoiced; unit price sought; amount invoiced for the given line; amount requested for the given line. The price of the product(s) must be separated from the amount of the *eco-contribution*, which must not be included in the price or line amount. The part of *eco-contribution* that BMI bears for the management of construction sector products & building materials waste, as invoiced by the eco-organisation Valobat of which BMI is a member, is fully passed onto the Customer, without any possible price reduction, and will as such appear on each invoice, with the Unique Identifier FR356240\_04 UWQ. BMI is also a member of the eco organization EcoDDS.
- Material pricing error: Credit note requests for material pricing errors must be justified by relevant BMI document (annual T&Cs, price offer, etc.).
- Damaged product (delivery): When BMI is in charge of transport & product is damaged, Customer must send the complaint issued to BMI within 72 hours of receipt of the product, together with the consignment note (*lettre de voiture*) and delivery note (*bon de livraison*).
- Damaged product (collection): In case the damaged product pertains to an order collected by the Customer, the latter only has 72 hours from collection to submit a credit note request with the consignment note (*lettre de voiture*) containing a reservation (*réserve*). Failing this, the Customer must send its compensation claim to the transport carrier it has hired.

## **8. TAX**

Prices are shown free of taxes or levies and will be increased by the amount of VAT and / or of any other tax or levy including on the sale, production or transportation of products. Whenever i) the delivery of products is exempt of VAT in the State of product shipment by reason of the shipment or transportation of products outside the State of shipment, and whenever ii) the shipment or transportation of products is undertaken by Customer or on its account, Customer is required to remit to BMI the following evidential documentation ("**Documentary Evidence**"): (i) documents of proof of shipment or transportation of goods outside the State of shipment of products in accordance with rules in force in the State of product shipment, doing so within 20 (twenty) days of Customer's pick-up of products, (ii) in the event of delivery within the European Union, a written declaration signed by a duly authorized person testifying that the products have been transported or shipped by Customer or by a third party on Customer's account, making mention of the Member State of product destination, and that transportation and shipment have been in accordance with the rules in force in the State of shipment, doing so before the 10th (tenth) of the month following the date of delivery. If Customer does not, within the above mentioned conditions and deadlines, remit to BMI the Documentary Evidence and BMI faces a VAT claim on its sales to Customer, then Customer shall immediately (i) pay BMI compensation in the amount of the VAT adjustment, (ii) repay all penalties and interest on late discharge of tax liability if any is borne by BMI by reason of failure to apply VAT on the initial sales invoice or by reason of failure to provide Documentary Evidence, and (iii) pay fees of legal representation as the case may be in an amount capped under section (iii) at ten thousand euros (10 000€).

## **9. TRANSFER OF TITLE & RISKS**

Transfer of title to the products that are delivered shall be effective from the date of payment in full of the sums due (principal and accessories), whereas the transfer of risks relating to the products occurs from the date of their delivery to Customer's premises, or from the date when they are made available to Customer in BMI's production plant or warehousing or storage facilities. Customer may, as part of its normal business operations, sell on products delivered before making payment for them, but authority to do so shall be automatically rescinded in the event of (i) repeated failure to pay or of (ii) Customer's financial situation being deemed unstable or at risk in view of financial information available to BMI. In one or the other of the foregoing cases, BMI retains the right to claim title of property, or, at first request and without issuance of prior official notice to pay, to lay claim to the value of the products in question. At all times, the Customer shall provide any and all information of use when listing the goods owned by BMI, thereby easing their identification. Failing the foregoing, products in Customer's possession shall be presumed the property of BMI. Customer undertakes to take out insurance coverage of all the risks to which the products may be subject, or to which the products may subject others, coverage to apply from the time of transfer of risk onward. All product return expenses shall be borne by the Customer.

## **10. INTELLECTUAL PROPERTY**

All intellectual property rights — including patents, trademarks, trade names, logos, domain names, copyrights, designs, trade secrets & know-how, whether registered or unregistered, existing or future — relating to BMI's products, documentation, tooling, drawings and technical data (collectively, "BMI IP") are & shall remain the exclusive property of BMI. Nothing in these GTCs shall be construed as granting Customer any ownership right or licence in any BMI IP beyond the limited right to resell BMI products in the ordinary course of its business. Customer is strictly prohibited from: (i) registering or using any trademark, domain name or distinctive sign identical to, similar to, or likely to cause confusion with any BMI IP, in any jurisdiction and for any class of goods or services; (ii) selling BMI products under any name other than those expressly authorised by BMI in writing; (iii) reproducing, reverse engineering, decompiling or creating derivative works based on any BMI IP; and (iv) removing or altering any proprietary marking on BMI products or packaging. All technical, commercial & business information disclosed by BMI to Customer shall be kept strictly confidential, used solely in connection with the relevant PO(s), and not disclosed to any third party without BMI's prior written consent. This obligation survives termination of the commercial relationship for five (5) years, and indefinitely with respect to trade secrets. Customer shall promptly notify BMI of any actual or suspected infringement of BMI IP & shall provide all reasonable assistance in any enforcement proceedings initiated by BMI. Any breach of this Article 10 shall entitle BMI to seek all available remedies, including immediate injunctive relief without the requirement to post a bond, without prejudice to any claim for damages.

## **11. FORCE MAJEURE & HARDSHIP**

A force majeure event shall relieve BMI of any & all contractual liability within the limit of the terms set out below. Notwithstanding Article 1218 of the French Civil code, the following events are deemed events of force majeure pursuant to the present GTCs: incidents and / or accidents affecting the production or storage of products, the stoppage whether total or partial of supplies of raw materials or energy, failure by carriers, natural phenomena affecting the supply of raw materials, of production equipment or of products sold (fire, flooding, hail, among others), breakdown of machinery, labour conflict (including internal to BMI) and in particular strikes (whether total or partial), administrative decisions, changes in regulation, unilateral action of authority, epidemics, pandemics, armed conflict and any event external to BMI that is unforeseeable, irresistible and of such a kind as to delay, prevent or render economically unreasonable the performance by BMI of its commitments. If the duration of an event of force majeure exceeds three (3) months, BMI shall be lawfully entitled to cancel sales without incurring any liability for loss or prejudice thereby arising.

The Parties waive the provisions of Article 1195 of the Civil Code. If a change in circumstances which is unforeseeable at the time of the Parties' agreement makes its execution excessively onerous for one of the Parties who had not agreed to assume the risk, the said Party may request a renegotiation of the initial agreement. The present general conditions will continue to apply for the duration of this renegotiation. Any potential agreement will be formalized by the signature of an amendment. In the event of refusal or failure of the renegotiation, the Parties may agree by mutual consent to terminate the initial agreement.

## **12. ASSIGNMENT & TRANSFER**

These GTCs & all rights & obligations arising thereunder may be assigned or transferred by BMI, without Customer's prior consent, to any existing or future legal entity, including in the context of any merger, acquisition, demerger, contribution of assets, restructuring or any other corporate operation involving any company belonging to the BMI Group. Such transfer shall take effect automatically & without further formality upon written notice to Customer. A Customer may not assign, transfer, delegate or otherwise dispose of any of its rights or obligations under these GTCs, in whole or in part, without BMI's prior written consent. Any purported assignment by Customer in breach of this Article 12 shall be null and void.

### **13. DATA PROTECTION**

According to European Regulation 2016/679, BMI GDPR policy can be found on <https://www.bmigroup.com>. BMI will strictly abide by those policies and regulations when receiving any information or personal data in the course of its business operation. These personal data will be kept for the duration of the contract and will then be either destroyed or archived according to applicable regulation. According to applicable law, Customer's employees have the right to access their personal data, to have them rectified, to request their deletion and to object to their processing for reasons related to their personal situation, or to request the limitation of the processing. They can exercise these rights by addressing their request to [compliance@bmigroup.com](mailto:compliance@bmigroup.com). Customer's employees may also file a claim in relation to the use of their personal data by contacting the relevant data protection authority.

### **14. ETHICS & COMPLIANCE**

BMI encourages Customer to run its business & perform the purchase in compliance with BMI's values and standards set forth in its Code of Conduct & in its Third-Party Code of Conduct (as updated from time to time) to be found on the following website: <https://www.bmigroup.com/fr>. Customer undertakes to comply and shall cause its co-contractors to comply with any applicable law and regulation relating to (i) the fight against corruption and influence peddling; (ii) export control: in this respect, Customer represents and warrants that it is fully aware of the commercial and financial export restrictions imposed on certain countries by the European Union, the United States of America and the United Nations notably, and targeting individuals, legal entities or products ("Export Restrictions"). Customer undertakes to comply with Export Restrictions at all time and not to resell the Products to individuals or legal entities featuring on sanctioned party lists drawn-up by the European Union, the United States of America and the United Nations notably; (iii) Human rights; (iv) the protection of the environment. Customer represents, warrants and certifies that neither Customer nor any of its directors or officers is: (i) listed on any published list of persons targeted by sanctions as may be produced by any regulatory authority from time to time; (ii) ordinarily located or resident in, or incorporated under the laws of, a country or territory targeted by comprehensive country-wide or territory-wide sanctions; (iii) owned or controlled by, or acting on behalf or at the direction of, a person referred to in (i) or (ii); or (iv) otherwise an expressly designated target of sanctions. Customer shall not directly or indirectly make, offer or promise any (i) bribe, influence payment, facilitation payment, kickback and/or grease payment; (ii) other payment or gift of money or anything of value where the relevant act connected with such payment, gift or item is prohibited under any applicable anti-bribery law. Customer will immediately notify BMI if it becomes aware of any matter that is prohibited by, or in breach of, this Article 14. Should Customer or its employees fail to comply with the provisions of this Article, BMI may, without prejudice to any other rights or remedies it may have under these GTCs or at law, terminate the business relationship with immediate effect. Customer shall defend, indemnify and hold BMI harmless from and against any claims, damages, losses, penalties, costs and expenses of any kind arising out or in connection with a breach by Customer and/or its co-contractors of the provisions of this Article.

### **15. LANGUAGE**

These GTCs are drafted in French and translated into other languages for convenience purposes only. In the event of any inconsistency, ambiguity or conflict between the French version and any translated version, the French version shall prevail in all circumstances.

### **16. JURISDICTION & APPLICABLE LAW**

These GTCs are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980). The Parties shall first endeavour in good faith to resolve any dispute amicably within thirty (30) days of written notice. Failing this, exclusive jurisdiction is hereby conferred upon the courts that have jurisdiction for BMI's registered office, which the Customer expressly accepts, including in cases of summary proceedings (référé), plurality of defendants or call on guarantees. Customer irrevocably waives any right to bring BMI before any other court.

**1 June 2026**