

1- PURPOSE

The purpose of these General Terms and Conditions of Sale (hereinafter “GTC”) is to govern the commercial relations between STERNE, a simplified joint stock company registered in the AVIGNON Trade and Companies Register under number 404 965 303, whose registered office is located at 55 Avenue de la Déportation, Zone Industrielle, ROMANS-SUR-ISERE (hereinafter referred to as “STERNE”) and any natural or legal person acting in a professional capacity (hereinafter referred to as the “Customer”).

These GTC apply to all sales of molded or injection-molded parts produced by STERNE for these Customers. They apply equally to the supply of catalog parts offered by STERNE (hereinafter “Catalog Parts”) and to the supply of specific parts defined by the Customer (hereinafter “Specific Parts”) (hereinafter collectively referred to as “Parts”).

Any order placed by the Customer implies its unreserved acceptance of these GTC, unless special conditions have been agreed in writing between the parties. These GTC prevail over any other document, in particular the Customer's general terms and conditions of purchase, which are expressly excluded.

Brochures, commercial printed matter, catalogs, or information materials distributed by STERNE are for informational purposes only.

STERNE reserves the right to revise these GTC at any time without notice. It is understood that any new version will take effect as soon as it has been communicated to the Customer.

2- ORDER

The term “order” refers to any written order issued by the Customer relating to Parts manufactured by STERNE and/or its subcontractors, referring in particular to a quote or the current price list.

Once the order has been accepted in writing by STERNE, it is firm and final for the Customer, unless otherwise agreed in writing by STERNE. Orders placed on the STERNE online sales site are deemed to be firm and final upon validation of the order on the site.

Any request to modify an order, in particular concerning its volume or composition, must be made in writing by the Customer. In the event of acceptance by STERNE, any new costs and deadlines will be notified to the Customer and will apply to the modified order.

In the event that the Customer places an order with STERNE without having paid for one of their previous orders, STERNE reserves the right to refuse or suspend the execution of the new order, without the Customer being entitled to claim any compensation for any reason whatsoever.

3- DESIGN OF SPECIFIC PARTS

Unless expressly agreed otherwise, STERNE is in no way the designer of the Specific Parts it manufactures, its role being limited exclusively to that of an industrial subcontractor. This is particularly the case when STERNE manufactures, at the Customer's request, Parts defined by computer and based on specifications and information provided specifically by the Customer. In this case, the Customer remains solely responsible in all circumstances for the desired industrial result and the characteristics and qualities of the Specific Part thus produced.

In the specific case where STERNE, at the Customer's request, is solely responsible for the design and manufacture of Specific Parts intended for the Customer, this design work shall be governed by a separate contract.

4- MEDICAL DEVICES

In the event that the Parts purchased by the Customer are medical devices or are intended to be incorporated into such a device, within the meaning of Regulation (EU) 2017/745 of the European Parliament and of the Council of April 5, 2017, on medical devices (hereinafter the “Regulation”), the Customer undertakes to comply with the general obligations of distributors referred to in Article 14 of the Regulation, in particular to immediately inform STERNE of any non-conformities, complaints or reports relating to incidents allegedly linked to the Parts supplied by STERNE and to cooperate with STERNE in the event of corrective measures being implemented.

The Customer shall participate in the traceability of devices by complying with Article 25 of the aforementioned Regulations.

5- TOOLING, MODLS AND SPECIFIC EQUIPMENT (hereinafter referred to as “Tools”)

5.1 Specific Tools provided by the Customer

When Tools are provided by the Customer, they must clearly display all markings, assembly references, and instructions for use, and be delivered free of charge to the site specified by STERNE.

The Customer assumes full responsibility for ensuring that the Tools fully comply with the plans and specifications. STERNE, after verifying this compliance, will invoice the cost of this service.

If STERNE deems it necessary to make modifications for the proper execution of the Specific Parts, the resulting costs will be borne by the Customer, after obtaining their express agreement.

STERNE does not guarantee the useful life of the Tools under any circumstances.

5.2 Specific Tools made by STERNE at the Customer's request

The production of a Tools includes both its development and its manufacture. STERNE may produce the Tool itself or entrust its production to a qualified third party.

The cost of its manufacture, as well as the costs of repair after wear or replacement, are invoiced to the Customer independently of the price of the Specific Parts, under the conditions set out below.

5.2.1 Price of Tools

The price of the Tools does not include the transfer of any intellectual property created by STERNE and related to these Tools, including in particular its know-how, patents, or any intellectual contribution relating to the production and development of said Tools.

The same applies to any adaptations and improvements that STERNE may make to the Tools supplied by the Customer in order to ensure the proper execution of the Parts.

Unless otherwise expressly agreed between the parties, payment for the price of the Tools or their adaptation shall be made as follows:

- 50% upon order, by bank transfer;
- balance upon acceptance of the initial sample, with acceptance not exceeding four (4) weeks from the date of presentation.

Upon full payment, the Tools shall become the property of the Customer.

STERNE shall keep the Tools in good working order. The costs of modifying, repairing, or replacing the Tools shall be borne by the Customer.



5.2.2 Storage conditions and insurance

STERNE shall refrain at all times from using the Customer's Tools on behalf of third parties, unless the Customer has given its prior written consent.

The Customer, who assumes full responsibility for the Tools it owns, undertakes to take out insurance at its own expense covering any risk of damage to or destruction of the Tools. It is specified that the Customer waives any recourse against STERNE in this regard.

At the Customer's request, the Tools shall be stored free of charge at STERNE for a maximum period of two (2) years from the last manufacture of the Specific Parts.

After this period, if the Customer has not requested their return, STERNE may extend this storage service in return for payment of a monthly lump sum, the amount of which shall be determined as follows: the average price per square meter of external storage generally observed, multiplied by the surface area actually occupied by the Tools.

In the event of failure to pay this storage fee, STERNE shall be entitled to destroy the Tools without prior notice.

5.2.3 Return

The Tools shall be returned to the Customer at its request or at STERNE's discretion, in its current condition, subject to (i) full payment for the Tools and settlement of all invoices owed to STERNE, in particular those relating to the Specific Parts manufactured, and (ii) a written agreement on the terms and conditions for the use of STERNE's intellectual property.

If the Customer requests the return of the Tools before a period of five (5) years, starting from the start of production of the Tools, it undertakes to pay compensation of no less than 30% of the invoiced value of the Tools, as compensation for the costs incurred in its design and development.

It is specified that if the manufacture of the Tools is not followed by an order for Specific Parts within six (6) months of the presentation of samples, the compensation provided for above shall be immediately payable.

6- RAW MATERIALS AND/OR COMPONENTS

When STERNE acts as a manufacturer, the Customer undertakes to deliver or have delivered, at its own expense and risk, the raw materials and/or components necessary for the execution of the order, allowing for a minimum wastage of 5%.

The raw materials and/or components must comply with the requirements of the order and be delivered taking into account STERNE's normal manufacturing lead times and contingencies.

The Customer assumes full responsibility for the quality and conformity of these materials and components, as well as for the consequences of their non-conformity.

7- DELIVERY

7.1 Delivery times

Delivery times for Parts are provided for informational purposes only. Delays in delivery shall not give rise to any penalties or compensation, nor shall they justify cancellation of the order.

7.2 Transport – transfer of risks

Unless otherwise stipulated in these GTC, the INCOTERM used for all modes of transport is Incoterms DAP (Delivery At Place) of the International Chamber of Commerce 2020.

7.3 Complaint deadlines

The Parts delivered are presumed to comply with the instructions given by the Customer. The Customer must check the Parts upon receipt.

Any complaint relating to a Part must be sent to STERNE by registered letter or email with acknowledgment of receipt within a maximum of fifteen (15) days of receipt. After this period, the Parts will be considered as definitively accepted by the Customer and STERNE will no longer be held liable.

The Customer is required to provide all necessary evidence to support the alleged complaints. The Customer must allow STERNE to carry out any necessary checks.

It is specified that no Parts may be returned without the prior, express, written consent of STERNE, both for the return itself and for the financial and operational terms STERNE conditions. If such a return is accepted by STERNE, the Customer shall bear all costs and risks associated with transport and, where applicable, customs formalities.

8- WARRANTY AND LIABILITY

8.1 Parts warranty

The warranty granted by STERNE in connection with the sale of Parts is limited to the supply of Parts that comply with the order, the specifications, and industry standards.

In this context, it covers any non-conformities existing at the time of delivery, in particular errors relating to the type of model, quantity, or dimensions of the Parts. It also covers hidden defects, defined as a manufacturing defect rendering the Part unfit for its normal use and undetectable by the Customer at the time of delivery.

This warranty is limited (i) to twelve (12) months from delivery, and (ii) to the replacement or refund of non-compliant or defective Parts, to the exclusion of any other repair or compensation and without the Customer being entitled to claim damages of any kind and for any reason whatsoever.

The warranty does not cover:

- defects or damage resulting from misuse, negligence, abnormal storage and preservation conditions, or lack of maintenance on the part of the Customer;
- defects or damage resulting from normal wear and tear of the Parts, or those resulting from unforeseeable circumstances or force majeure;
- damage caused by defective Parts during their use, if the Customer, as the designer, is at fault for putting them into service without having carried out or had carried out all the checks and tests required by their design, use, and the desired industrial result;
- damage, loss, destruction, or theft occurring during transport, including when the carrier has been chosen by STERNE;
- costs of any operations that the Parts may undergo before being put into service;
- costs of assembly, disassembly, and removal of the Parts from circulation by the Customer.

It is expressly stated that the advice and assistance provided free of charge by STERNE is given in good faith, without the latter being held liable.

8.2 Limitation of liability

STERNE's liability shall be strictly limited to direct damages. Under no circumstances and for any reason whatsoever shall STERNE be held liable for any indirect, immaterial, or material damages that the Customer may suffer, such as, in particular, loss of production, loss of profits, or loss of enjoyment of rights related to the use and/or exploitation of the study by the Customer.

Except in the event of direct bodily injury or gross negligence on the part of STERNE, the latter's civil liability, for all causes combined, is strictly limited to the total amount of the sums actually received in respect of the order.



9- INSURANCE

STERNE guarantees that it is insured by a reputable insurance company and that it can provide proof of this to the Customer.

10- PRIX – MODALITES DE PAIEMENT

10.1 Prices

Unless otherwise specified, prices are quoted in euros and exclude taxes.

10.2 Payment terms

Unless a different payment period has been agreed between the parties, the Customer undertakes to pay invoices by bank transfer within thirty (30) days of the end of the month following the date of receipt of the invoice.

The Customer may not invoke any reason for refusing to meet payment deadlines, including late delivery.

Where applicable, the start-up costs, Tools manufacturing, supplies, materials, and deposits that STERNE may be required to pay to its own suppliers shall be covered by a deposit paid by the Customer at the time of ordering.

10.3 Late and non-payment

In the event of late payment, STERNE reserves the right to suspend any orders in progress, without prejudice to any other course of action.

Any late payment shall automatically and without prior notice give rise to STERNE charging late payment interest calculated on the basis of three (3) times the legal interest rate for each calendar day of delay. A fixed compensation fee of forty (40) euros shall also be payable for recovery costs.

10.4 Retention of title

In accordance with Article L621-122 of the French Commercial Code, STERNE retains ownership of the Parts sold until payment, under the conditions set out in Article 10, of the full price in principal and incidental costs by the Customer, including in the event of payment terms being granted. Any clause to the contrary, particularly those included in the Customer's general terms and conditions of purchase, shall be deemed null and void.

By express agreement, STERNE may assert its rights under this retention of title clause for any of its claims on all Parts in the Customer's possession, which are presumed to be unpaid. STERNE may thus take them back or claim them as compensation for any unpaid invoices, without prejudice to its right to terminate current sales.

Throughout the duration of the retention of title, the Customer shall assume the risks of loss and damage to these Parts, as well as liability for any damage they may cause.

11- INTELLECTUAL PROPERTY

Unless otherwise agreed in a contract, the sale of Catalog Parts offered to the Customer by STERNE does not entail any transfer of intellectual or industrial property rights over these Catalog Parts. The same applies to studies carried out by STERNE with a view to improving the quality or cost price of Specific Parts by means of an original modification to the Customer's initial specifications.

If the Customer accepts these proposals, it must first agree with STERNE on the conditions for their use in the context of the order.

Under no circumstances may the Customer dispose of the studies, projects, prototypes, and documents produced by STERNE, which remain the exclusive property of the latter. Consequently, they may not be used, reproduced, patented, registered, or communicated to third parties by the Customer without the prior written authorization of STERNE.

Similarly, the Customer may not use or disclose any patents, designs, or know-how owned by STERNE without having expressly acquired ownership, co-ownership, or any right of use granted by STERNE.

The Customer shall indemnify STERNE against all consequences of any legal action that may be brought against it in connection with the execution of an order for Specific Parts covered by copyright, a patent or a registered design, or, more generally, by any private right owned by a third party.

12- PERSONAL DATA

In accordance with Law No. 78-17 of January 6, 1978 on information technology and civil liberties, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, the personal data requested from the Customer is necessary for processing their order and is intended solely for STERNE's internal services. The Customer has the right to access, oppose, and rectify personal data concerning them. Upon request, this data may be communicated to them and, in the event of an error or modification, rectified. Under no circumstances will the Customer's personal data be transmitted or sold to a third party without STERNE's prior consent.

STERNE undertakes to process such personal data in accordance with the regulations, and in this regard, undertakes to:

- collect and process personal data only in accordance with the purposes related to the sale and delivery of Parts as defined in these GTC;
- reserve the security, integrity, and confidentiality of personal data when collecting or recording it;
- not disclose personal data to any third party whatsoever, except to third parties to whom it is strictly necessary to transmit the data;
- not transfer personal data outside the European Union, except to third countries that offer an adequate level of protection as determined by the supervisory authorities;
- promptly notify the Customer in the event of a breach, loss, or unauthorized disclosure of personal data collected.

13- FORCE MAJEURE

In the event of circumstances constituting force majeure, as defined in Article 1218 of the Civil Code, STERNE shall inform the Customer in writing, in particular by email, within seventy-two (72) hours of the occurrence of the said event, the contract between STERNE and the Customer being then automatically suspended without compensation, from the date of occurrence of the said event.

If the event lasts for more than sixty (60) consecutive days, either party may automatically terminate the sales contract between them by written notification sent to the other party by registered letter with acknowledgment of receipt.

This termination shall take effect on the date of first presentation of the said letter, without either party being entitled to claim damages or any compensation whatsoever.

14- JURISDICTION AND APPLICABLE LAW

These GTC, as well as the sales contracts arising therefrom, are governed by French law.

Any dispute relating to their interpretation, validity or execution, as well as to the sales contracts concluded by STERNE, shall be brought before the Commercial Court of Paris, notwithstanding multiple defendants, third-party proceedings or emergency proceedings.