

1. Definitions

For the purposes of these General Terms and Conditions of Sale (GTCS), the following capitalized terms shall have the meanings set forth below:

- GTCS: These General Terms and Conditions of Sale.
- Seller: V. MANE FILS or any of its subsidiaries outside the USA and India.
- Buyer: Any individual or legal entity that orders or purchases Products from the Seller.
- Products: Any materials offered or supplied by the Seller to the Buyer.
- Information: Any commercial, financial, technical, or scientific information disclosed by the Seller to the Buyer in connection with the sale of Products. This includes, but is not limited to, technical specifications, formulas, samples, methods, and know-how.
- Party: Refers to either the Buyer or the Seller individually or both collectively.

Unless the context indicates otherwise, singular terms also include their plural forms and vice versa.

2. Applicability of the GTCS

These GTCS govern all sales of Products by the Seller and establish the terms and conditions under which the Seller agrees to supply Products to the Buyer.

Any additional or conflicting terms from the Buyer, including those appearing on a purchase order or other documents, are expressly rejected unless expressly agreed to in writing by the Seller.

Unless otherwise stated in the offer, price and delivery quotations remain valid for thirty (30) days from issuance and are subject to confirmation upon receipt of an order.

3. Orders

Placing an order with the Seller constitutes full acceptance of these GTCS by the Buyer without reservations. Orders are binding on the Seller only upon written acceptance. No modifications may be made without the Seller's prior written consent. Any agreed changes will result in revised prices and delivery dates. Orders cannot be canceled once confirmed.

Minimum Order Requirements Unless otherwise agreed in writing, the minimum order is €2,000 (taxes excluded), with at least €1,000 per Product or the equivalent amount in another currency if pricing is not in Euros.

4. Delivery and transfer of risks

Delivery dates specified in the order confirmation serve as guidance only and are not guaranteed. Late delivery does not entitle the Buyer to cancel the order, reject the Products, or claim damages.

Unless otherwise stated in the order confirmation in accordance with Incoterms or agreed in writing, the Products are delivered FCA (Incoterms ICC 2020). Regardless of agreed delivery terms or transportation cost arrangements, risk of loss or damage transfers to the Buyer once the Products are collected by the first carrier at the Seller's premises, plants, or warehouses.

5. Reception of the Products and Claims

Upon receipt, the Buyer must carefully inspect the Products for conformity. Any shortages, excess quantities, alterations, or visible damage must be immediately noted on the transport documents.

Claims related to the Products must be submitted in writing within five (5) days of delivery. If the Buyer fails to notify the Seller within this period, the Products will be considered irrevocably accepted, and no subsequent claims for non-conformity or visible defects will be valid.

If a defect was not reasonably detectable upon delivery despite a thorough inspection, the Buyer must notify the Seller within five (5) days of discovery. In any case, claims for hidden defects must be submitted no later than three (3) months after delivery.

Products may not be returned without the Seller's prior written approval. The Buyer must provide justification for the claim and allow the Seller a reasonable opportunity to inspect the Products, either through samples or by an on-site inspection at the Buyer's premises. The Buyer must supply all necessary information to facilitate claim verification.

No claims will be accepted if the Products have been transferred, resold, or processed in any way.

6. Prices

All prices are net and exclusive of VAT or any other applicable taxes, customs duties, delivery, and insurance costs. Unless otherwise agreed, prices are quoted in euros FCA (Incoterms ICC 2020). For staggered deliveries related to a single order or price offers with a limited validity period, the Seller reserves the right to revise previously agreed prices at any time in the event of a substantial increase in the cost of production or materials, or the imposition of, or increase in, tariffs, duties, or other governmental charges applicable to the Products or their raw materials.

7. Payment

Invoices must be paid in full without discount to the Seller's invoicing address by bank transfer in euros within thirty (30) days from the invoice date, unless otherwise agreed in writing by the Seller or specified on the invoice. The Buyer has no right of set-off. If the Buyer fails to settle one or more invoices, the Seller reserves the right to suspend further deliveries or require security. Under Article L441-10 of the French Code de Commerce, overdue payments shall incur interest at the European Central Bank's most recent main refinancing rate plus 10 percentage points, without prior notice of default, along with a fixed indemnity of €40 for debt collection expenses.

8. Retention of title

The Products remain the Seller's full property until the purchase price and all ancillary charges are paid in full. In case of overdue payment, the Seller has the right to recover possession of the Products at the Buyer's expense at any time until complete payment, without prejudice to any claim for damages.

9. Warranty

The Seller warrants that the Products comply with its provided technical specifications. All warranties other than those stated in these GTCS, whether express or implied, including implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. The warranty does not apply if the claim is not submitted in accordance with clause 5, if the Products have been transferred, resold, treated, or processed by the Buyer or a third party, or if the Buyer has misused or improperly stored the Products against the Seller's instructions. If the Seller acknowledges non-conformity or a defect, it may choose to replace the Products at its expense or reimburse the defective Products. These remedies constitute the Buyer's sole compensation and exclude any other damages.

10. Purpose and preservation of the Products

The Products are solely intended for integration into the Buyer's final products. The Buyer may not resell or repackage them for distribution to third parties without the Seller's prior written consent. The Buyer is responsible for ensuring its final products comply with all applicable laws and regulations in the country of sale. The Seller is not liable for the suitability of the Products for the Buyer's intended use, regardless of any prior information provided. The Buyer must handle, preserve, and store the Products in accordance with the Seller's recommendations and proper industry standards.

11. Liability

The Seller shall not be liable for any special, indirect, incidental, punitive, or consequential damages, including but not limited to loss of use, loss of profits, or other economic loss. **THE SELLER'S TOTAL LIABILITY RELATED TO THE SALE OF THE PRODUCTS SHALL NOT EXCEED THE VALUE OF THE ORDER IN QUESTION.**

12. Intellectual Property

All intellectual property rights related to the Products, including patents, know-how, trademarks, and copyrights, whether registered or not, remain the exclusive property of the Seller. No intellectual property rights are assigned or granted to the Buyer as a result of the sale. The Buyer is granted a right to use the Products solely for manufacturing and marketing its final products. The Buyer shall not seek intellectual property protection for any information disclosed by the Seller or for any inventions, know-how, or technologies related to the Products.

13. Confidentiality

The Buyer must keep all Information strictly confidential and may not disclose it to third parties or use it for any purpose other than as expressly authorized by the Seller. This confidentiality obligation does not expire over time. The Buyer is prohibited from analyzing or reverse engineering, directly or indirectly, the Products or samples to determine their chemical structure, composition, or manufacturing process. Samples are provided solely for evaluation and may not be used commercially.

14. Personal data

In accordance with Law No. 78-17 of January 6, 1978, as amended, and General Data Protection Regulation 2016/679 of April 27, 2016, the Seller, as the data controller, processes personal data related to the Buyer to manage trade relations for the supply of Products. Data is retained only for the necessary period. For further information or to exercise data protection rights, the Seller's data protection officer may be contacted at dpo@mane.com.

15. Force Majeure

The Seller shall not be liable for failure to fulfill its obligations due to force majeure events, including but not limited to strikes, lockouts, equipment breakdowns, epidemics, raw material shortages, subcontractor or supplier delays, or significant increases in labor or raw material costs. The Seller's obligations are suspended for the duration of the force majeure event. If the event lasts more than three (3) months, either Party may terminate the unperformed portion of the order.

16. Export Control: Products may be subject to applicable export control laws and regulations and executive orders, including export regulations of the European Union and the United States Export Administration Regulations. The Buyer undertakes (i) to comply with all such applicable laws and regulations and executive orders, and (ii) not to sell, resell, export or re-export Products, directly or indirectly, to any individual or entity in violation of the same. The Buyer also represents that it is not a sanctioned entity, or owned or controlled by, or acting on behalf of any person or entity subject to sanctions, under applicable laws and regulations and executive orders of the United States, the European Union, or any other country and/or authority. The Buyer shall be fully liable and shall indemnify the Seller against any claims, damages or losses suffered by the Seller resulting from a breach of such obligation by the Buyer, as well as all costs and expenses incurred by the Seller arising from such a breach.

17. Assignment or Transfer

The Buyer may not assign or transfer any of its rights or obligations under these GTCS without the Seller's prior written consent.

18. Miscellaneous

Failure by the Seller to enforce any of its rights shall not constitute a waiver of those rights in the future. If any provision of these GTCS is deemed illegal or unenforceable, the remaining provisions shall remain in full effect.

19. Languages

In case of any conflict between the English version of these GTCS and any translation, the English version shall prevail.

20. Applicable Law and Jurisdiction

These GTCS and all sales are governed by French law. Any disputes arising from their execution or interpretation shall be subject to the exclusive jurisdiction of the **Courts of Nice, France**.