

1. General provisions

All orders for design studies and other orders and all contracts entered into with INITIAL S.A.S. automatically imply that the customer agrees to all of our general terms & conditions relating to our services, unless agreed otherwise.

The purchase order will specify the technical, commercial and administrative conditions agreed upon between INITIAL S.A.S. and the customer. Those special conditions will prevail over these general terms & conditions in the event of a conflict between the two.

Any change to an accepted order shall be subject of an amendment.

2. Order Acceptance

All orders, contracts, design studies or acceptance of estimates sent to us shall only become final when they have been confirmed in writing and duly accepted by INITIAL S.A.S.

3. Prices - Lead times - Delivery

Given the nature of our services, the deadlines given are indicative only. The deadlines are confirmed by INITIAL S.A.S. in an ARO (acknowledgement of receipt of order) after acceptance of the estimate by the customer.

- Prices: Any changes that may occur must be agreed upon in advance by the parties.

- Lead times: Any delay in performing an order, contract or design studies shall not entitle the customer to cancel its order, to refuse delivery of our services or to claim compensation therefor.

- Delivery: The goods travel at the buyer's risk, regardless of the means of shipment, and this even if the shipping of the goods is stated as Free. Any reservations must be indicated on the carrier's delivery slip and notified to it by registered letter within a maximum of 3 days.

4. Tools - Storage

- The silicone moulds and 3D Moulding are the property of INITIAL S.A.S. They will be destroyed after a period of 6 months, unless otherwise requested by the customer.

- Injection tools or prints, established under the responsibility of INITIAL S.A.S. remain the property of the customer in our workshops, provided they have been paid for, and are only used by INITIAL S.A.S. to fulfil the customer's orders, unless authorisation for other uses is given in writing by the customer.

- The costs of maintenance, modification or restoration of the injection tools or moulds are at the customer's expense.

- One year after the last use of the customer's tools, a flat storage fee will be charged to the customer on a yearly basis as follows: €250 excluding VAT per tool - €200 excluding VAT per print and these sums must be paid on presentation of the invoice. If this is not the case, the customer, if it so wishes, can take back the tools at its own expense, or confirm the destruction order.

5. Service compliance policy

The design studies, models and/or prototypes and pre-series are performed based on the

specifications provided by the customer. The parts, design studies, tools or services performed by INITIAL S.A.S. must be accepted by a letter of acceptance from the customer who is the project manager. Any reservations must be expressed within 30 days of delivery to the customer (or 5 days in the case of models and/or prototypes and pre-series).

If, within thirty days following delivery to the customer of the parts, design studies, tools or services provided by INITIAL S.A.S., the customer has not sent a letter of acceptance, the customer will be deemed to have unreservedly accepted the services of INITIAL S.A.S. This period is reduced to five days for models and/or prototypes and pre-series.

Upon acceptance, the customer acknowledges that INITIAL S.A.S. has fulfilled all of its obligations, thus releasing it from any present or future liability for said services.

INITIAL S.A.S. shall not be liable for use of our products that does not conform to their intended purpose or for any failure to comply with our technical specifications concerning the implementation of our products.

6. Settlement

Failure to pay by the agreed due date, failure to return accepted bills or refusal to accept our bills, shall make all sums corresponding to any order, contract, or design study performed for the customer immediately payable and shall automatically result in the termination of the contracts by operation of law.

Interest on arrears calculated at the legal rate shall accrue automatically from the due date agreed on the invoice or from the due date of an unpaid bill of exchange, even in the absence of a protest or summons. In accordance with article L.441-6 of the Commercial Code, a fixed indemnity of €40 will also be due by right to cover collection costs.

Failure to pay will render the retention of title clause immediately enforceable, even if no notification is served.

7. Retention of title clauses

The design studies, plans, models and/or prototypes, tools, pre-series and in general, the results of the studies as well as the use of these results are considered to be the exclusive property of INITIAL S.A.S. until full payment of the invoices corresponding to these services. In case of non-payment of any kind, the customer:

- undertakes to return all elements in its possession at INITIAL S.A.S.'s first request.

- shall not divulge any information relating to this study and in this case shall not file any patent and/or model applications until it is the owner of the rights to use the results of the studies carried out by INITIAL S.A.S., under pain of compensation payments.

8. Insurance

The insurance for the tools, whatever their place of storage or use, is at the expense of

the customer, and the customer waives any recourse in the event of losses.

9. Jurisdiction clause - Applicable law

The general terms & conditions of purchase and the special conditions for orders placed within this framework, are governed by French law. The parties agree that they shall strive to reach an amicable settlement to any dispute that arises over the interpretation and/or performance or fulfilment of the order or over these terms & conditions.

Failing this, the dispute will be referred to the Annecy Tribunal de Commerce. Bills of exchange do not derogate from nor constitute a novation with respect to this jurisdiction clause.

10. Intellectual property rights to 3D models

By entrusting us with your 3D models and files, you declare and guarantee that they are your original creations or that you have obtained the necessary rights, licenses or authorisations to copy them from the holders of these rights. You guarantee that your 3D models or files do not infringe or violate the rights of any other third party (including, but not limited to, patents, models and drawings, privacy rights, publicity rights, copyright, trademarks, rights under contract or any other intellectual property or ownership rights of third parties).

11. Works of Art

In accordance with the Intellectual Property Code and in order to ensure their teams, customers and partners effectively comply with statutory rules regarding copyright and artistic fraud, INITIAL S.A.S. has signed the Good Practices Charter in the field of additive manufacturing and 3D printing as it applies to Art. This charter indicates concrete measures and commitments to be made by 3D printing service provider signatories in order to protect and ensure compliance with the moral and economic rights of creators.

The summary of the main rules concerning copyright and artistic fraud as well as the present Charter are available on our website www.initial.fr in the documentation section.

11. Ethics

Acting as an ever more responsible Group in terms of ethics, compliance and respect for stakeholders is one of the commitments set down in the Prodways Group's CSR policy.

The Anti-Corruption Code of Conduct enshrines the Group's commitment to conducting its business with transparency and integrity. It is made available to all employees as a frame of reference for the ethical behaviour to be adopted by the Group itself and by its employees.

The Anti-Corruption Code of Conduct can be downloaded from our website www.initial.fr in the documentation section.