

GENERAL CONDITIONS OF SALE

ARTICLE 1 – DEFINITIONS

In these General Terms and Conditions of Sale (“GTCs”), the capitalized expressions below are defined as follows:

- “Seller”: Exide Technologies SAS, simplified joint stock company with capital of 38,524,860.00 euros, whose head office is at 5 allée des Pierres Mayettes, 92230 Gennevilliers, registered in the Nanterre Trade and Companies Register under number 682 030 895 (VAT: FR14682030895, IDU: FR006258_067PTT).
 - “Buyer”: any legal entity referenced as buyer in the order, acting in a professional capacity, in France or abroad, regardless of the place of delivery.
 - “Products”: any product, material or equipment offered for sale by the Seller.
- “Writing” for the purposes of these general terms and conditions means any document established by any means and, in particular, on paper or electronic media.

ARTICLE 2 – SCOPE OF APPLICATION AND ENFORCEABILITY OF THE CGV

These GTCs are applicable to any sale of Products by the Seller to the Buyer, subject to the special conditions, amendments, framework contracts or any modifications made to these GTCs by express written agreement of the parties. By ordering Products, the Buyer acknowledges and accepts his full and unreserved adherence to these General Terms and Conditions and waives his own general conditions of purchase. These General Terms and Conditions cannot therefore be modified by contrary stipulations that may appear on the Buyer’s order forms or by any contrary stipulations, regardless of the time at which they may have been brought to the attention of the Seller, which will be, except express and written acceptance of the Seller, unenforceable against the Seller. The fact that the Seller does not rely on any of the clauses of these GTCs cannot be validly interpreted as a waiver of the rights or actions from which the Seller could or could benefit under the GTCs. Only the most recent offer sent by the Seller accepted by the Buyer, by the purchase order issued by the Buyer conforming to the most recent offer, if applicable, by the order confirmation sent are an integral part of the contract. by the Seller, by these GTCs, as well as the technical specifications of the Seller, subject to special conditions, amendments, framework contracts or any modifications made to these GTCs by express written agreement of the parties.

These General Terms and Conditions are systematically communicated to any Buyer who requests them, in order to enable them to place an order with the Seller, as well as to any Buyer prior to the conclusion of a single agreement referred to in article L.441-3 of the commercial code, within the legal deadlines. In the event that a single agreement must be concluded pursuant to article L. 441-3 of the Commercial Code, the parties undertake to negotiate the single agreement in good faith and the agreed price can only result from a negotiation between the Parties. Failing the conclusion of a single agreement within the legal deadlines, orders and deliveries are made solely on the basis of the General Terms and Conditions at the list price.

ARTICLE 3 – ORDER

3.1 Placing the order

Offer. Any order may be the subject of an offer (or quote) established by the Seller, formalized in writing and subject to acceptance by the Buyer. Documents such as: commercial documents, catalogs, advertisements, prices not expressly mentioned in the special conditions are not offers. The information, photos, weights, prices and drawings appearing in these documents are given for information purposes only. The Seller reserves the right to withdraw a Product from its pricing or commercial documents without notice. Any offer will have a maximum validity period of one (1) month from the day it is addressed to the Buyer, unless otherwise provided in the offer. The Seller reserves the right to withdraw or modify an offer until it has been accepted by the Buyer. If acceptance is not accepted in writing before the expiry of the time limit, the offer automatically becomes void.

Purchase order. Where applicable, any purchase order issued by the Buyer must be placed with reference to the Seller’s most recent offer and must contain, in particular, the date of the order, the name and description of the Products, the quantity, the price, and possibly shipping instructions and expected delivery date. In the absence of reference to an offer on the order, the Buyer acknowledges and accepts that the offer most recently communicated by the Seller will be considered authentic.

Acknowledgment of receipt of the order. The Seller acknowledges receipt of the order by email as soon as possible. An order only becomes firm and final, and the sale complete, once acknowledgment of receipt of the order is sent by the Seller to the Buyer. The Seller is not bound by orders accepted orally by its representatives or employees. The Buyer will be deemed to agree with the content of the confirmation if, within three (3) working days, he has not informed the Seller of his possible observations by registered letter with acknowledgment of receipt. The benefit of the order is personal to the Buyer and cannot be transferred without the prior written consent of the Seller.

3.2 Order execution

In the event of a shortage or unavailability, the Seller will respond to orders to the extent of its availability and in the order in which the orders arrive. The Seller reserves the right to make any modifications to the Products at any time, even after

acceptance of the orders, that the Seller deems useful, without the Seller being obliged to notify the Buyer in advance and without this can justify an order cancellation, as long as the modifications do not alter the nature, characteristics and essential performance of the Products.

3.3 Order refusal

The Seller may in particular refuse the order in the following cases: (i) risk of insolvency of the Buyer or presentation of insufficient guarantees; (ii) incomplete purchase order and/or non-compliant with the offer; (iii) purchase order containing conditions contrary to what is defined in these General Terms and Conditions, unless this exception is expressly agreed by express written agreement of the parties; (iv) the Buyer places an order without having paid in full for previous orders, or in the event of a pending dispute regarding a previous order.

3.4 Order modification and cancellation

Irrevocable nature for the Buyer. Any order is irrevocable for the Buyer, upon receipt of its acceptance by the Seller, unless written acceptance by the Seller. Acceptance is materialized by signing and sending the most recent offer or a purchase order conforming to the offer. Thus, no order may be canceled or modified, in whole or in part, by the Buyer, unless expressly and priorly accepted by the Seller.

Changes. Any request for modification may only be taken into account, and subject to the Seller’s possibilities and, in all cases at its sole discretion, if it is sent in writing to the Seller at least fifteen (15) days before shipment or the provision of the Products, and after signing a new modified offer or a new purchase order conforming to the offer and having to be duly accepted by the Seller and the payment of an additional deposit if necessary. Delivery times and prices may be impacted.

Cancellation. If the Buyer decides to cancel the order, for whatever reason, he undertakes to notify the Seller as soon as possible and to formally notify him by registered letter with acknowledgment of receipt. The Seller always remains free to accept or refuse the cancellation request. In the event that the Seller accepts the cancellation of an order, the deposit paid will remain with the Seller as compensation. The Seller may also claim from the Buyer (except in cases of force majeure) a fixed penalty of 15% of the total amount of the canceled order, as well as additional compensation to cover manufacturing costs, if applicable, already incurred.

ARTICLE 4 – DELIVERY

4.1 Delivery terms

Delivery can be made:

- either by direct delivery of the Products to the Buyer;
- either by simple notice of availability;
- or by delivery to a shipper or carrier at the Seller’s premises or warehouses.

The Products are delivered in accordance with customary packaging, packaging and palletizing practices. If the Products are collected by the Buyer or transport organized by the Buyer, the Seller informs the Buyer of the date and place of availability so that he can organize the collection of the Products ordered.

The precise delivery terms are indicated in the order. They must be interpreted in accordance with the Incoterm indicated in the order (ICC 2020). The order indicates who bears the risks and delivery costs depending on the Incoterm chosen (packaging, transport, customs, insurance, handling) and the amount of the related costs which are added to the price of the Products if applicable.

Unless otherwise agreed, deliveries in mainland France are made FREE OF POSTAGE and packaging for any order of an amount greater than or equal to one thousand euros (€1,000.00) net excluding taxes. For any shipment within mainland France of an order worth less than one thousand euros (€1,000.00) net excluding taxes, a flat-rate contribution of eighty euros (€80.00) net excluding taxes will be requested from the Buyer.

4.2 Delivery times

Delivery times are given in good faith but are purely indicative and without guarantee (even if mentioned in the acknowledgments of receipt of orders). They depend in particular on the availability of stocks, carriers, and the order of arrival of orders. Delivery times run from the later of the following dates: (i) the date of acknowledgment of receipt of the order; (ii) the date of receipt by the Seller of all the information necessary for delivery; (iii) the date of payment of the deposit that the Buyer has, where applicable, undertaken to pay to the Seller. The Seller reserves the right to make total or partial deliveries.

The Seller endeavors to respect the delivery time indicated upon acceptance of the order, and deliveries will be suspended, and without this list being exhaustive, in the event of (i) force majeure, (ii) failure or delay in providing the information necessary for delivery of the Products, (iii) non-compliance by the Buyer with the payment conditions and payment of any deposits requested; (iv) shortage, delay or problem in the supply chain and/or stock availability of Products; (v) in the event of a shortage of available transport force or in the event of external circumstances beyond its control not necessarily meeting the conditions of force majeure but disrupting deliveries. The Seller will endeavor to inform the Buyer of any difficulties encountered impacting deadlines and to provide new indicative deadlines in good faith.

Any reasonable or justified delay (in particular with regard to the cases listed above) in relation to the indicative delivery time cannot give rise to any penalty or compensation, compensation, withholding, damages, nor justify the cancellation or termination of the order or the refusal to take delivery of the Products.

Please note that under Article L. 442-1 of the Commercial Code, anyone who imposes logistics penalties that does not comply with the provisions of Article L. 441-17 of the Commercial Code is liable.

ARTICLE 5 – VERIFICATION AND RECEIPT OF PRODUCTS

The Buyer is required to carry out the verification and legal receipt of the Products by which he recognizes their conformity with the order under the conditions agreed when placing the order and in accordance with these General Terms and Conditions.

5.1 Verification

The Buyer is required to check at his own expense and under his responsibility the condition of the packaging, the number, content and condition of the Products.

Where applicable, it is the exclusive responsibility of the Buyer, for any delivery in France or abroad, in the event of damage and/or missing items to make all the necessary observations and reservations on the delivery note and on the documents of transport and to exercise any recourse or action against the carrier, following the rules applicable in the matter according to the mode of transport chosen and the law applicable to transport (in particular by registered letter with acknowledgment of receipt within three (3) days, not including public holidays, following receipt of the Products in accordance with article L.133-3 of the commercial code if applicable). A copy of the complaint must be simultaneously sent to the Seller.

In all cases, and without prejudice to the arrangements to be made by the Buyer with regard to the carrier as described above, the Buyer must notify the Seller in writing (by email or LRAR), precisely and justified any non-compliance (apparent defect, non-compliance, missing), whatever its nature, which it considers to have noted as soon as possible and at the latest, unless otherwise agreed by the parties, within eight (8) calendar days following delivery of the Products. It is up to the Buyer to provide within these deadlines all supporting documents (and in particular photos) supporting these claims. Any Product which has not been the subject of said reservations in accordance with the stipulations above will be deemed free from damage, missing items, apparent defects, or non-conformity at the time of delivery. No complaint will be accepted by the Seller if the formalities and deadlines described above are not respected. Non-apparent defects affecting the normal use of the Products are guaranteed under the conditions of article 7 of these General Terms and Conditions.

5.2 Returns

Returns of Products will only be accepted after prior and express agreement from the Seller. Generally speaking, the Buyer undertakes to collaborate with the Seller and to provide all documentary, logistical and/or regulatory elements to ensure the successful completion of returns. The Seller reserves the right to carry out or have carried out any verification or observation on site and the Buyer must allow the Seller every facility to carry out the verification or detection of defects. It is recalled that the verification procedure cannot under any circumstances be unduly delayed by the Buyer and cannot, without prior agreement from the Seller, exceed 30 days from delivery in application of article L. 441-10 III of the commercial code. The Products must be returned in their original condition and packaging (as far as possible) accompanied by a return slip to be attached to the package. The return of returned Products is at the Buyer's own risk and must therefore be adapted to the returned Products in order to avoid any additional damage. Return costs are only covered by the Seller if an apparent defect or non-conformities are noted and confirmed by the Seller. When, after checking an apparent defect, missing Products and/or non-conformities are noted and confirmed by the Seller (or his agent), the Seller will proceed, at his free choice, to the establishment of a credit note for the benefit of the Buyer, to the reimbursement, repair or replacement of the Products, and/or the supplement to be made to fill in the gaps, and this within a reasonable time, to the exclusion of any compensation or damages and without the Buyer cannot claim to cancel the order. Returns not respecting the conditions and procedure provided for in this article will be refused. Coverage of return costs will be refused, and no compensation or credit will be granted.

5.3 Postponement, delay or failure in reception

The Buyer undertakes to receive the Products ordered on time and in any event within a maximum period of eight (8) calendar days from their delivery. The Buyer may not improperly delay delivery or refuse the Products.

Request for postponement of delivery. The Buyer may, in good faith, request a suspension or postponement of delivery, or part of the delivery, for more than two (2) weeks, indicating the desired postponement date. In this case he sends his request for postponement by registered letter with acknowledgment of receipt or by email to the Seller. The Seller always remains free to refuse the postponement request. If he accepts it, the Seller will indicate in writing the deadline for postponement. The Buyer agrees to be responsible for storage and maintenance costs, as well as insurance costs, for the duration of the postponement granted to him. The amounts of these fees are indicated in the offer or will be otherwise communicated before acceptance of the deferral request. Unless otherwise stipulated in the offer, storage costs amount to €20/pallet/week. The Buyer undertakes to agree to additionally bear the costs of recharging for the duration of the postponement if, according to the instructions for use and the Seller's manuals, the Products concerned must be recharged. The Seller ensures the proper storage, control, maintenance and recharging of the affected Products during the postponement period in order to avoid

any damage during the storage period provided that the respective invoices for storage, handling and recharging possible are paid in full.

Delay in reception. In the event of delay in receipt by the Buyer of all or part of the Products ordered and made available by the Seller in accordance with the offer, for whatever reason, the Seller reserves the right to apply, after dispatch of a formal notice remaining unsuccessful for a period of eight (8) days, late payment penalties of five percent (5%) of the amount of the order concerned, per week of delay, starting to run from the date of formal notice. The Products will therefore be stored and handled at the Buyer's expense and risk, without liability for the Seller, even if he has not received them. The Buyer will thus exclusively assume the risk attached to the discharge of the Products. In addition, the Seller may, at its option and at any time, refer the matter to the judge of the competent Court to set a penalty and, if necessary, request the payment of a provision covering all sums due and to be owed, without prejudice to its other remedies, in particular the cancellation of the order under article 16 of these General Terms and Conditions.

ARTICLE 6 – SECURITY

The Products comply with the applicable technical regulations and technical standards for which the Seller has explicitly mentioned the conformity of the Products. The Seller is responsible for the technical regulations applicable to the design and first marketing thereof. The Buyer is responsible for the regulations applicable to the implementation and use of the Products. The Products meet the safety regulatory requirements known to the Seller at the time of placing the order. In the event of a change in these regulatory requirements between placing the order and delivery of the Products, compliance will not be the responsibility of the Seller, who will inform the Buyer to this effect. Likewise, if within this period, the Seller receives information relating to the safety of the Products which it did not have at the time of placing the order (complete installation plan, accessories, etc.) modifications or additional equipment made necessary as a result must be the subject of an amendment to the order or a new order. The Seller assumes compliance with applicable regulations for the components of the Products. Any modification of the Products not authorized by the Seller, carried out by the Buyer or a third party not approved by the Seller results in the cancellation of the CE declaration of conformity provided by the Seller. The Buyer is responsible for the implementation of the Product under normal and foreseeable conditions of use and in accordance with the legislation and safety and environmental standards in force at the place of use as well as the rules of the art of his profession. In particular, it is the responsibility of the Buyer to choose a Product corresponding to its technical needs and its implementation process if necessary and to ensure with the Seller the suitability of the Product with the intended application. The acquisition, marketing and use of the Products imply knowledge and respect of their characteristics and the conditions of their implementation. The Products must be used in accordance with the various technical requirements relating to storage, assembly, dismantling, etc. It is up to the Buyer to be fully informed, to take it into account and to ensure the transmission of information to users. No modification should be made to the Products which are intended to be resold and used as is.

ARTICLE 7 – GUARANTEE

Without prejudice to the provisions of section 5.3 relating to returns of Products with an apparent defect, the Products are guaranteed against any non-conformity, manufacturing defect or material defect for periods varying depending on the range and specificity of the Products. The Buyer must therefore consult the Seller to find out the duration of the warranty for the Product ordered. Unless special conditions are agreed between the parties due to the specificity of the Products, the Products are in principle guaranteed for a period of twelve (12), twenty-four (24) or thirty-six (36) months, excluding following product categories:

- batteries fitted to taxis which are guaranteed for a period of six (6) months.
- batteries intended for use other than starting motor vehicles which are guaranteed for a period of six (6) months.
- industrial or solar batteries and chargers which are subject to a specific guarantee.

The duration of the warranty runs from the starting point indicated on the warranty certificate or the stickers affixed to the Products on the date of delivery, and in the absence of such indication, from the date of the corresponding invoice. The Buyer is required to notify the Seller in writing of his complaint within eight (8) calendar days from the date on which the Buyer becomes aware of the defect, indicating the defect he attributes to the Products and providing the purchase invoice as well as any justification as to the reality of the defect. No complaint will be accepted if this deadline is not respected. The Buyer must provide the Seller with all facilities so that the Seller can identify and remedy said defect. Any Product must first be subject to the Seller's verification procedure. Any shipping costs are only covered by the Seller if a non-conformity, manufacturing defect or material defect is noted and confirmed by the Seller. The guarantee offered by the Seller is limited in all cases and at the choice of the Seller, and to the exclusion of any compensation or damages, to the replacement of defective Products, their repair, or reimbursement of the price. In the event of replacement or repair, the replacement product or repaired product is guaranteed for the duration remaining to be covered for the replaced/repaired Product.

The warranty offered by the Seller does not apply to apparent defects, nor to defects that the Buyer knew or could not have ignored when he received the order. The same

applies when the defect originates from the materials that the Buyer himself supplied. The guarantee offered by the Seller cannot under any circumstances be implemented in the event of abnormal or inappropriate use of the Products, lack of maintenance, natural wear and tear, accidental deterioration, non-compliance with the technical prescriptions provided by the Seller, in particular relating to storage, assembly, dismantling, in the event of intervention carried out on the Product by third parties not authorized by the Seller or in the event of defective operation of ancillary installations. The Seller does not give any express or tacit guarantee other than the defect or non-compliance of the Products with the technical specifications and in particular, gives no guarantee of merchantability or fitness for a given use. In the event of hidden defects, in the case where the Buyer is a professional of the same specialty as the Seller, the Buyer expressly accepts the exclusion of the guarantee for hidden defects.

ARTICLE 8 – PRICE

8.1 General

The price of the Products will be the price indicated in the quote offered to the Buyer by the Seller, or in the absence of a quote, the price will be set on the basis of the price in effect at the time the order is placed. The unit price schedule and applicable price reductions are available upon request.

The Seller's prices are subject to change at any time depending on economic developments and in particular the cost of raw materials and particularly lead.

Prices are established in Euros and are net, excluding taxes. Any change in rate may be reflected in the price. The amount of packaging and delivery costs will, where applicable, be indicated on the quote.

Any tax, duty, or other service to be paid in application of French regulations, an importing country or a transit country are the sole responsibility of the Buyer.

Commercial advantages such as rebates, rebates and rebates will, where applicable, be provided for in special conditions of sale. They will only be definitively acquired by the Buyer from their due date and provided that the Buyer is fully up to date with payment of the due invoices.

8.2 Price variation

In cases where (i) the agreed delivery time is far from the order date (of the order of 20 weeks or more), (ii) partial deliveries spread over several months have been agreed, and/or (iii) in any other case agreed between the parties, the Seller reserves the right to adjust the price of the Products ordered to reflect increases (or decreases) in the costs of the raw materials used in the manufacture of the Products ordered, in particular according to the price of lead applicable at the time of delivery (partial), and/or other costs incurred (gas, electricity, in particular) as follows:

- in application of the terms of indexation and/or price revision defined in the order; Or
- in the event that the said terms are not defined in the order:
 - (a) the lead part of the price will be automatically indexed on the basis of the average of the "LME Lead cash" lead index for the month preceding the (partial) delivery date, and in this case the Seller will inform the Buyer; and or
 - (b) for the non-lead part of the price, the Seller will notify the Buyer with reasonable notice. In the event of silence from the Buyer fifteen (15) calendar days after said notification, the increase in the non-lead part of the price will be deemed accepted. In the event of discussion between the Parties, it must be conducted in good faith in order to preserve the balance which prevailed when the initial order was concluded. In the absence of agreement between the Parties, the order may be terminated by either Party, without further compensation. The Seller reminds that it cannot communicate without reservation to the Buyer the elements which could justify a price modification which are likely to be covered by business secrecy.

ARTICLE 9 – BILLING AND PAYMENT

9.1 Billing and payment terms

Regardless of the applicable Incoterm, the Seller issues its invoice on the date of the order or at the latest on the day of loading of the delivery into the warehouse for shipment or provision of the Products. The Seller issues its invoices in accordance with the legislative and/or regulatory provisions applicable in France. Each shipment or provision will be subject to an invoice. Payment of a deposit may be requested.

Payment must be made according to the terms and deadlines indicated on the offer. Unless otherwise agreed, invoices are payable net sixty (60) days from the date of issue of the invoice. Payments are final only after actual receipt of the amounts due. A delay in receipt of the Products or a verification procedure cannot have the effect of either increasing the duration or shifting the starting point of the maximum payment deadline, in accordance with article L. 441-10 III of the code of business. The Seller reminds that a simple dispute over an order is not a sufficient reason not to pay or delay payment of an invoice. Any partial payment will be deducted first from the non-privileged part of the debt and then from the sums which are the oldest due.

9.2 Discounts

Unless otherwise agreed, no discount for cash or early payment is granted by the Seller.

9.3 Late or non-payment

In the event of delay or non-payment, total or partial, even of a single due date, the Seller reserves the right, at its choice and at any time, and after formal notice remains unsuccessful, in addition to the possibility of claiming damages, to continue the

forced execution of the order, including under penalty, to suspend the execution of orders in progress as well as deliveries, and/or to claim the Products delivered, the return costs remaining at the responsibility of the Buyer. The Seller also reserves the right to cancel orders in progress under the conditions of section 16.

In addition, the delay or failure, partial or total, to pay a single invoice when due results in the immediate payment of all invoices not yet due.

Any amount not paid by the due date appearing on the invoice also results in the application of penalties of an amount equal to the rate applied by the European Central Bank in force on January 1 or July 1 to its most recent refinancing operation. increased by ten (10) points and a fixed compensation for recovery costs of forty euros (€40). In the event that recovery costs are higher than this amount, additional compensation will be requested from the Buyer, upon presentation of supporting documents. These amounts are due the day following the payment date appearing on the invoice without a reminder being necessary. However, the creditor cannot invoke the benefit of these compensations when the opening of a safeguard, reorganization or judicial liquidation procedure prohibits the payment when due of the debt owed to him.

In addition, a fixed penalty for non-payment when due of twenty (20)% excluding tax of the total invoiced amount which has reached due date and has not been paid will be due.

9.4 Compensation

Unless otherwise agreed, the sums owed by the Buyer cannot be the subject of any compensation with any sums owed by the Seller.

9.5 Guarantee or regulation requirements

When the Seller has serious or particular reasons to fear payment difficulties on the part of the Buyer on the date of the order, or after it, or if the Buyer does not present the same guarantees as on the date of acceptance of the order, the Seller reserves the right to require from the Buyer communication of its accounting documents, and in particular income statements, even forecasts, allowing it to assess its solvency, and to require at any time (i) to set a ceiling on the Buyer's overdraft, (ii) to require stricter payment terms, (iii) cash settlement, and/or (iv) additional solvency guarantees. This will be the case in particular, without this list being exhaustive, in the event of modification, transfer, rental, pledging or contribution of its business assets having an adverse effect on the Buyer's credit. When the Buyer fails to provide the information and financial guarantees requested, or in the event of refusal by the Buyer to pay in cash, without any sufficient guarantee being offered by the latter, the Seller may refuse to honor the order(s) placed and to deliver the Products concerned, without the Buyer being able to argue for an unjustified refusal of sale, or claim any compensation.

ARTICLE 10 – RESERVATION OF OWNERSHIP – RISKS – INSURANCE

10.1 Reservation of title

The transfer of ownership of the Products remains suspended until full and effective payment of the agreed price, the principal and its accessories, regardless of the delivery date, which allows the Seller to regain possession of said Products in the event of non-payment, in accordance with the provisions of articles 2367 et seq. of the civil code.

In the event of non-payment of a single due date, the Seller may claim the Products delivered by any means. All Products in the possession of the Buyer will be considered to be those remaining unpaid and may be repossessed, at the Buyer's expense, up to the balance due, without prejudice to its other avenues of action provided for in article 9.3.

Before full payment of the price, the Buyer is authorized, within the framework of the normal operation of its activity, to use, incorporate and resell the Products delivered. But he cannot either pledge them or transfer ownership as security before full payment of the price. He must store them at his own expense in good condition of use and maintenance. In the event of resale or incorporation by the Buyer, the latter undertakes, at the first request, (i) to transfer to the Seller the debts acquired from the sub-purchasers, up to the sums remaining due, (ii) to immediately pay to the Seller the part of the price remaining due and/or (iii) to immediately notify the Seller to enable him to possibly exercise his right to claim the price against the third party purchaser.

In the event of seizure-attribution or any other intervention by a third party on the Products, the Buyer must inform the Seller without delay in order to enable him to oppose it and assert his rights. The Seller may unilaterally, after sending a formal notice, draw up or have drawn up an inventory of its Products in the possession of the Buyer, who undertakes to provide free access to its warehouses, stores or others for this purpose, ensuring to ensure that the identification of the Products is always possible. The Buyer undertakes to keep the Seller immediately informed of any change in his situation and in particular of his declaration of receivership or liquidation or of the opening of a safeguard procedure from the day of this in order to allow the Seller, in accordance with the provisions of the Commercial Code regarding collective procedures, in particular to claim the Products within the required time limits.

10.2 Transfer of risks

The transfer of risks on the Products takes place upon delivery in accordance with the Incoterm, regardless of the transfer of ownership and the date of payment. For example :

- for the Incoterm "DDP": from delivery of the Products, understood as the unloading of the Products on the unloading docks by the Buyer.
- for the Incoterm "FCA": upon delivery of the Products to the designated carrier, at the Seller's premises.
- for the Incoterm "EXW": when the Products are made available at the Seller's premises or in another agreed location.

In all cases, the Products travel at the Buyer's risk. From delivery, the Buyer is the depositary and guardian of the Products.

10.3 Insurance

Consequently, the Buyer undertakes to take out all necessary insurance policies to insure, at his own expense, upon delivery, the Products against the risks of loss and deterioration and against any risks that they could cause. The Buyer must provide the Seller with supporting documents upon first request.

ARTICLE 11 – INTELLECTUAL AND/OR INDUSTRIAL PROPERTY

The Buyer and the Seller undertake not to infringe any of the intellectual and industrial property rights belonging to the other party.

Nothing in these General Terms and Conditions implies the transfer of any intellectual property rights whatsoever to the Buyer. The Buyer undertakes in good faith to ensure compliance with the Seller's intellectual property rights, and in particular: - not to make any modifications to the Products and the related documentation, the brands and any other distinctive sign belonging to the Seller ; - not to use and/or register, or have registered by any company belonging to its group and/or partner, any brand or any other distinctive sign, identical or similar, to those of the Seller, even after the expiration of the commercial relationship between the Seller and the Buyer and in all territories; - not to damage the reputation and brand image of the Seller, its brand portfolio and its Products; - not to use brand, logo, visual, photo, direct or indirect reference, on any communication media, in particular websites, social networks, without the prior written consent of the Seller, except in the context of use falling under normal activity of the Buyer if distribution has been entrusted to him.

In the event that the distribution of the Products is entrusted to the Buyer, the latter undertakes to ensure the promotion and advertising of the Products under conditions respecting the intellectual property rights of the Seller and in accordance with the instructions previously taken from him, in particular concerning compliance with the graphic charter as well as compliance with applicable regulatory and/or legislative requirements.

When the Buyer becomes aware of the existence of products that infringe or may infringe the Products, he immediately informs the Seller. Under no circumstances may the Buyer take any action or approach without the prior consent of the Seller. In the event of an infringement of its rights, the Seller alone retains control of all communication in this regard and remains the sole judge of the advisability of taking or not taking any action that it deems useful.

ARTICLE 12 – FORCE MAJEURE

A party will not be held responsible for the non-performance, total or partial, or the late performance of any of its obligations when this non-performance or late performance is due to an event or circumstance beyond its control. which could not have been reasonably foreseen when the order was placed and whose effects cannot be avoided by appropriate or commercially reasonable measures, if they have the effect of preventing or delaying the execution of contractual obligations and this, without this list being exhaustive: occurrence of a natural cataclysm; earthquake ; storm ; fire ; flood ; operating accident; cyberattack; blast, ; armed conflict ; war ; civil conflict; attacks; riot; epidemic ; pandemic ; interruption or delay in transport; total or partial strike of the Seller's personnel, its suppliers, its service providers or subcontractors; compulsory liquidation of one of the Seller's suppliers or subcontractors; lockout, blockage, closure, incident, breakdown leading to the shutdown or disruption of production sites and means of communications, telecommunications or postal services; shortage of raw materials or components; impossibility of supplying energy or raw materials for a cause not attributable to the Seller; mandatory injunction from public authorities (import ban, embargo); and any event of force majeure within the meaning of article 1218 of the civil code and French jurisprudence, it being specified that, in any event, the total or partial strike, lockout, work stoppage of the staff of the Buyer cannot release the Buyer from its payment obligation. The party invoking an exemption from liability based on force majeure must notify the other Party, by registered letter with acknowledgment of receipt or e-mail, as soon as it becomes aware of the impediment and its consequences on its ability to fulfill its obligations, and this at the latest within eight (8) working days from the recognition of the force majeure situation. It identifies and justifies the force majeure event and its date of occurrence. It indicates the obligation(s) whose execution is prevented by the case of force majeure and justifies their prevention. From receipt of the notification, the Parties must consult as quickly as possible to determine in good faith the measures to be implemented to ensure the resumption of the effects of the contract without imbalance between the parties. When the impediment is only temporary, that is to say it does not make the execution of the Contract definitively impossible, but may cease within a period of thirty (30) days, the period of The execution is extended until the impediment has ended or the expiration of this period of thirty (30) days, unless the parties set another period. If performance is still impossible at the end of this period or as soon as performance is

definitively impossible, each party has the right to terminate the contract by registered letter with acknowledgment of receipt addressed to the other Party.

ARTICLE 13 - UNPREDICTION

The parties waive the application of article 1195 of the Civil Code to orders. However, in the event of an unforeseeable change in circumstances when the order is concluded which has the effect of making the execution of the order excessively onerous for the Seller without the latter having expressly agreed to assume the risk, the parties undertake to renegotiate in good faith the economic balance of the contract. The following events are targeted in particular: variation in the price of raw materials, modification of customs duties, modification of exchange rates, changes in legislation. The renegotiation is deemed to have failed if the Parties do not reach an agreement within forty-five (45) calendar days following the date of sending the request for renegotiation of the contract by the Seller to the Buyer. In this case, the Seller may proceed to terminate the order concerned subject to sending a registered letter with acknowledgment of receipt and respecting a notice period of fifteen (15) calendar days, without this termination being entitles the Buyer to compensation.

ARTICLE 14 - CONFIDENTIALITY

Subject to the obligations of communication to the competent administrative or judicial authorities, the recipient of confidential information must maintain the strictly confidential nature of the information identified as confidential or to be considered as such by nature and to which he has access within the framework of the execution of the order. In particular, any information or data on the Products, whether commercial, financial, industrial or technical, is considered confidential, whatever the form, nature and medium. The parties therefore undertake not to use said information when this is not necessary for the execution of the order and to only disclose said information to their employees within the strict limits necessary for the execution of the order. The recipient undertakes, for a period of five (5) years from the date of acknowledgment of receipt of the order, both on his own behalf and on behalf of his staff who have access to it, to take all necessary measures to maintain the confidentiality of confidential information. The recipient undertakes not to transfer or disclose, directly or indirectly, any confidential information of the other party, without the express and prior agreement of this party, except that (i) the information covered by the confidentiality falls within the public domain without wrongful action by the recipient, (ii) the information is lawfully received from a third party and was free from any obligation of confidentiality on the date of communication, (iii) the disclosure is requested by a competent administrative or judicial authority, provided that this disclosure is notified to the issuer within a reasonable period allowing it to object to this disclosure, if necessary.

ARTICLE 15- RESPONSIBILITY

Excluding the Seller's gross negligence and compensation for bodily injury as well as any other area for which the Seller's liability cannot be limited or excluded under the law, the Seller's liability is limited, all causes combined, at an amount which, in the absence of any provision to the contrary, cannot exceed sixty percent (60%) of the total amount excluding tax of the sums paid by the Buyer to the Seller for the corresponding order of the Products; the complaint will be made by registered letter with acknowledgment of receipt.

The Seller's liability is strictly limited to the obligations expressly stipulated in these General Terms and Conditions. All penalties and compensation provided for therein are in the nature of lump sum damages, discharging and exclusive of any other sanction or compensation.

The Seller will not be held responsible for damages which the Buyer or a third party may claim resulting from the use by the Seller of technical documents, data, or any other means provided or the use of which is imposed by the Seller. Buyer and containing errors not detected by the Seller.

In any event, the Seller will in no case be held responsible for any immaterial and/or indirect damage which the Buyer or a third party may claim and, in particular, any loss of income, profit or expected savings., operating, financial cost, loss of order, commercial disruption of any kind.

The Buyer waives, both in its own name and in the name of its insurers, any recourse against the Seller and its insurers. The Buyer indemnifies the Seller against any claim which may be made in this respect by third parties. The Buyer guarantees the waiver of recourse by its insurers or third parties in a contractual situation with it, against the Seller or its insurers.

ARTICLE 16 – TERMINATION

In the event of a serious breach by one of the parties of any of its obligations, the order will be resolved/cancelled automatically after formal notice sent by registered letter with acknowledgment of receipt which remains unsuccessful within a period of eight (8 days. A default or late payment of more than thirty (30) days after the due date appearing on the invoice is considered a serious breach. This termination is without prejudice to any damages, penalties and compensation to which the other party may be entitled under the General Conditions of Sale and under the conditions expressly stipulated in these General Conditions of Sale. On the date of termination, all invoices issued will become immediately due. In the event of a serious breach from the Seller to one of its obligations, the Buyer cannot enforce the obligation in question itself. No price reduction requested on the basis of article 1223 of the Civil

Code may be implemented by the Buyer without prior and express agreement from the Seller.

ARTICLE 17 – ENVIRONMENT

The Seller guarantees the Buyer to comply with all the provisions applicable to it, depending on the destination of the Products, under the regulations relating to environmental protection, including Regulation (EC) No. 1907 /2006 of December 18, 2006 (“REACH” Regulation) and, when its provisions come into force, Regulation (EU) 2023/1542 of July 12, 2023 relating to batteries and waste batteries (“Batteries” Regulation), the entry into force will be gradual from February 18, 2024 to June 30, 2027.

In this regard, the Seller will ensure, within the limits of its obligations with regard to the REACH regulations, that the substances contained in or making up the Product sold to the Buyer are or will be registered within the required time limits, by itself or one of its own suppliers located upstream of the supply chain, taking into account the uses communicated to it. The Buyer acknowledges having communicated in writing to the Seller all of the intended uses of the Product. Otherwise, liability from the Seller cannot be held liable, in any capacity whatsoever, due to failure to take into account a use by the Seller with a view to registration under the REACH regulations or the establishment of safety data sheets...

ARTICLE 18 – PROTECTION OF PERSONAL DATA

In accordance with articles 6, 7, 9 and 13 of Regulation (EU) 2016/679 of April 27, 2016 relating to the protection of individuals with regard to the processing of personal data, we inform you that your personal data will be processed by the Seller for the purpose of managing our commercial relationships and our accounting and management services. The Buyer consents to the communication of personal data to EXIDE, our parent company, located in the Netherlands. The data may also be communicated to other European subsidiaries of the Seller where administrative services may be centralized, for the sole purpose of carrying out those activities which correspond to the scope of commercial activities between us. Finally, data may be shared with the banks we work with in order to process payments and with public administrations when required by law. The data will not be transmitted to third parties other than those expressed in this document and for no other purpose than that specified in this clause. All personal data will be treated with professional secrecy, ensuring the strictest confidentiality and the application of security measures required by current regulations. The exercise of your rights of access, rectification, cancellation, restriction of processing, data portability, right to be forgotten and objection can be done in writing by sending a letter to the attention of the GDPR Correspondent of EXIDE TECHNOLOGIES SAS – 5 allée des Pierres Mayettes, 92636 GENNEVILLIERS Cedex (France). You can access more detailed information about data protection and how we manage our data on our website: www.exidegroup.com.

ARTICLE 19 – MISCELLANEOUS

In the event that any of the clauses of these GTCs prove to be void in whole or in part, this nullity will not affect the validity of the provisions of the rest of the GTCs. In this case, the parties will endeavor to replace it with a clause having equivalent economic effect.

ARTICLE 20 – APPLICABLE LAW AND COMPETENT COURTS

These General Terms and Conditions and the orders relating to them are subject to French law and expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, known as the “Vienna Convention”. Any dispute between the Parties relating to these General Terms and Conditions and the sales to which they apply, in particular their existence, validity, interpretation, conclusion, execution and/or termination falls within the jurisdiction of the Nanterre Commercial Court, unless that the Seller prefers to refer the matter to another competent court, in particular that of the location of the Buyer’s registered office or the location of the Products delivered.

In the event of any differences in translations or interpretations between the versions, the French version shall prevail.