

GENERAL TERMS AND CONDITIONS OF SALE

1. Purpose and Scope

1.1. These general terms and conditions of the company PXL SEALS (hereinafter referred to as the "Seller") apply by right to all its sales of products (hereinafter referred to as "Products") and the performance of any services (hereinafter referred to as "Services") for any professional buyer (hereinafter referred to as the "Buyer"), unless otherwise agreed in advance and in writing by the Seller. Any order implies the Buyer's unconditional acceptance of and adherence to these general terms and conditions, which take precedence over any other stipulations, including any purchase or order conditions, unless otherwise agreed in advance and in writing by the Seller. No clause appearing on purchase orders or correspondence received by the Seller may modify the Seller's general terms and conditions of sale unless expressly accepted in writing by the Seller. Any document other than these general terms and conditions, such as brochures, advertisements, technical sheets, or other documents, is for informational and indicative purposes only; the prices, information, and characteristics contained therein cannot in any case be considered as firm offers.

1.2. The French version of these general terms and conditions prevails over any other version.

2. Prices, Offers, Price Quotations, and Orders

2.1. Goods are invoiced at the current rate, at the net price, excluding all duties, taxes, packaging, and delivery costs to the Buyer. Duties, taxes, shipping, and packaging costs—packaging being non-returnable—are borne by the Buyer unless otherwise stated on the order confirmation.

2.2. Selling prices, expressed in Euros, are stated exclusive of taxes.

2.3. No order with an amount below €50 excluding taxes (excluding shipping costs and in a single order and delivery) can be accepted by the Seller.

2.4. Prices are only final when the order confirmation is sent by PXL SEALS. PXL SEALS reserves the right to revise its prices without prior notice, even during the execution of the contract, if labor, material, or transportation costs are modified. PXL SEALS will indicate the new applicable rate, which must be accepted or confirmed in writing by the Buyer. Once confirmed, the order will be considered firm. The revised prices will then apply to the Buyer's future orders.

3. Orders

3.1. The Seller will only consider orders placed using a purchase order issued by the Buyer and sent to the Seller via email at the following address: sales@pxlseals.com or by mail to the Seller's registered office. Orders are only final, even if placed through representatives or employees, after the Seller has provided written and express acceptance and after the receipt of any applicable advance payment specified in the order. Offers made by telephone or email do not constitute a binding commitment from PXL SEALS until the date of issuance of the order confirmation by PXL SEALS, after resolving any potential reservations expressed by PXL SEALS. The order then becomes final (hereinafter referred to as the "Contract").

3.2. For non-standard Product orders, a quotation is issued. The prices stated in the quotation are valid for one month unless otherwise explicitly specified in the quotation. Quotations provided by our agents are based on the technical specifications provided by the Buyer. If these specifications change at the time of the order, PXL SEALS reserves the right to cancel its initial proposal and adjust the prices accordingly. The sale is only finalized after the Buyer's written and unconditional acceptance of the quotation. In practice, the Buyer expresses their consent by returning the signed quotation via email, mail, or fax, or by placing an order explicitly referring to the quotation.

3.3. If the Buyer places an order without having fully paid for previous overdue orders, the Seller reserves the right not to process the order, without the Buyer being entitled to claim any damages. If the Buyer's order requires the Seller to develop or manufacture specific tooling or molds for the production of the Products, such tooling remains the exclusive property of the Seller, even in cases where all or part of the development or production costs have been invoiced to the Buyer.

4. Order Cancellation / Modification

Any order accepted by the Seller is irrevocable; therefore, the Buyer cannot modify or cancel it unless explicitly agreed upon in advance and in writing by the Seller. If the Buyer cancels or modifies an order, and the Seller accepts the modification or cancellation, the Buyer remains responsible for paying for completed Products, Products in production or in transit, as well as tooling and supplies specifically procured for said orders. In such cases, the Buyer shall compensate the Seller for all direct and indirect consequences resulting from the cancellation, including expenses incurred for specific equipment, study costs, labor costs, and supply costs. In any case, any advance payments made will not be refunded and will be retained by the Seller as a penalty clause.

5. Open Orders / Framework Agreements / Annual Contracts

Open orders, framework agreements, or annual contracts cannot exceed a period of twelve months from the order date unless specifically agreed upon by PXL SEALS. If the Buyer's creditworthiness deteriorates, the Seller reserves the right, even after partial shipment of an order, to require the Buyer to provide, within a reasonable timeframe, guarantees deemed appropriate to ensure the proper fulfillment of the relevant obligations. If the Buyer refuses to comply with this request, the Seller may terminate all or part of the contract in accordance with Article 14.

As PXL SEALS is not responsible for such a cancellation, we cannot under any circumstances be held liable for any associated penalties or damages of any kind.

Modifications to the nature of the ordered goods will only be accepted if PXL SEALS has given its written approval and subject to the application of the conditions set forth above (ORDER CANCELLATION – MODIFICATION).

6. Services

6.1. As part of the provision of Services, PXL SEALS' obligations depend on the Services entrusted to it, which are detailed in the Contract. The Contract complements these general terms and conditions and, where applicable, supersedes them.

6.1.1. Installation of Products on Site

PXL SEALS provides technical assistance services to the Buyer, including the installation of Products on the Buyer's site (notably hydraulic dams). If PXL SEALS carries out the installation of the Products, the Buyer must, before installation, implement all regulatory safety measures as well as those recommended by PXL SEALS. It is expressly stated that, in all cases, the Buyer remains solely responsible for the choice of site and installation conditions of the Products, as well as any consequences resulting from these choices.

All installation suggestions and Product recommendations provided by the Seller are based on the individual parameters and conditions specified by the Buyer. Practical testing at the Buyer's site will always be necessary before implementation. Due to the wide range of possible applications of the Products, PXL SEALS does not guarantee the accuracy of the recommendations made under individual circumstances, nor the performance or suitability of the Products, in accordance with Article 12.3.

6.1.2. Other Services

For any additional Service request not initially provided for in the Contract, PXL SEALS will send the Buyer an additional quotation. If the Buyer does not request an additional quotation, the Services will be carried out and invoiced under the conditions and rates in effect at PXL SEALS on the date of the order.

6.2. The schedule for the execution of the Services is as specified in the Contract. It is indicative only. Consequently, any delay by PXL SEALS in meeting the schedule shall not entitle the Buyer to modify the price and/or the payment terms of the Services. Furthermore, under no circumstances may the Buyer hold PXL SEALS liable for delays caused by the Buyer's negligence in providing the necessary elements for PXL SEALS to carry out its work.

6.3. The acceptance of the Services is defined as either the signing of an acceptance report by both parties or, failing that, the actual possession by the Buyer of the results of the Service provided by PXL SEALS. The absence of any objections from the Buyer within one month following the completion of the Services shall constitute unconditional acceptance of the completed Services.

If the Service includes the preparation of a report, acceptance occurs upon the transmission of the final mission report to the Buyer. This report is sent to the Buyer via email in PDF format. The absence of objections from the Buyer within eight (8) days after transmission of the report shall constitute unconditional acceptance of the Services performed.

6.4. The terms of PXL SEALS' intervention with the Buyer are specified in the Contract. In the event that PXL SEALS intervenes at a previously agreed location, the intervention dates will be set by mutual agreement. The intervention dates must be confirmed by the Buyer at least four (4) weeks in advance. After this period, the intervention dates proposed by PXL SEALS are no longer guaranteed.

6.5. If an intervention is cancelled or postponed within seven (7) days before the scheduled date, for reasons beyond PXL SEALS' control, the Buyer shall be charged a compensation fee based on expenditure already incurred (flights tickets, hotels, seals ..).

6.6. The Buyer is responsible for:

Designating a competent contact person who will remain PXL SEALS' point of contact throughout the duration of the Services;

Ensuring that the necessary instructions are communicated to PXL SEALS in a timely manner to allow for the proper execution of the Services;

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Providing, or ensuring that its partners provide, within the agreed deadlines, all necessary working documents, files, and other elements required for the performance of the Services;

Where applicable, validating the various stages of the Services within the agreed timelines;

Taking the necessary measures to promptly remove any obstacles or difficulties that could hinder the proper execution of the requested Services and, if necessary, obtaining the required authorizations for the Services to be carried out;

Enforcing its rights and fulfilling its obligations under the Contract in relation to which PXL SEALS' intervention is requested, failing which PXL SEALS shall be relieved of all obligations towards the Buyer;

Ensuring that the safety of PXL SEALS' personnel is guaranteed in accordance with the laws of the country where the Services take place, as well as the requirements set out by PXL SEALS in its offer contained in the Contract or in preparatory documents provided to the Buyer.

7. Packaging

In the absence of specific instructions, packaging is prepared by PXL SEALS according to the nature of the material and its storage requirements.

8. Pre-Series

If necessary for the execution of the Contract, the Buyer shall receive a pre-series of the Products for approval. The pre-series shall be deemed accepted 48 working hours after its delivery unless otherwise stated. The Buyer is informed that the validation of the pre-series constitutes acceptance of all elements submitted.

If the Buyer requires a delivery time of less than 48 hours from the order submission or expresses the wish not to receive a pre-series, no pre-series will be provided, and the Buyer shall have no recourse against PXL SEALS.

If the Buyer raises concerns or requests corrections or modifications, PXL SEALS will provide a revised sample of its work, which may again be subject to further requests for corrections by the Buyer. If the Buyer submits another request for modification, PXL SEALS reserves the right to charge for the time spent on the provision of the second validation version and any subsequent versions.

The Buyer is informed of potential deviations and variations inherent to the technical, physical, or chemical and manufacturing methods. Both parties mutually agree to accept minor quality defects within a tolerable margin.

The parties mutually agree to consider as non-compliant only those Products exhibiting:

Any defect significantly affecting the external visual appearance of the Product in a way that clearly compromises its intended effect for the target audience,

Any critical functional defect affecting the use, assembly, or integration of the Product.

9. Delivery

9.1. The applicable Incoterm for the delivery of the Products is specified in the Contract.

9.2. The delivery dates indicated in the Contract are, unless otherwise explicitly stated in writing, provided for informational purposes only. The Buyer may not use these dates as grounds to claim order cancellation, penalties, compensation, or refusal to pay the price or deposits specified in the Contract. Delivery lead times will begin from the date of order confirmation but not before all order details have been fully clarified with the Buyer.

9.3. In the case of an export sale, all necessary authorizations (import license, currency transfer authorization, etc.) must be obtained by the Buyer before any delivery can take place.

9.4. For low-value Products, delivery shall be considered fulfilled notwithstanding a variation of plus or minus 10% in the quantity stated on the order confirmation (for materials such as elastomers or products sold by length).

10. Claims

10.1. Upon receipt, the Buyer must verify the conformity of the delivered products with the ordered products and ensure there are no apparent defects (missing items, damage).

10.2. Upon receipt of the goods, the Buyer must note any precise and detailed reservations on the transport document and then confirm these reservations to the carrier in a detailed and justified manner by registered letter with acknowledgment of receipt within three days of receiving the goods, in accordance with Article L.133-3 of the French Commercial Code. A copy of this letter must be sent to the Seller.

10.3. Without prejudice to any claims against the carrier, any claim regarding apparent defects or the non-conformity of delivered Products not attributable to transportation must be submitted in writing to the Seller

within seven (7) business days following the receipt of the Products. Otherwise, the claim will not be considered, and the delivery will be deemed irrevocably compliant with the order and expected quality. The Seller shall not be liable for damages or losses occurring during transportation. The Buyer must provide written proof of any detected defects or anomalies and must allow the Seller the opportunity to inspect the defects and remedy them.

10.4. Any return of a Product must be formally agreed upon between the Seller and the Buyer. In the absence of proven non-conformity attributable to the Seller, the costs and risks of the return shall always be borne by the Buyer.

10.5. Any Product found to have a defect or apparent non-conformity, acknowledged by the Seller and reported within the specified time and conditions above, shall be immediately replaced, to the exclusion of any other indemnity or compensation of any kind.

11. Warranties / Liability

11.1. It is the responsibility of the Buyer to communicate its needs to PXL SEALS and to ensure that the agreed-upon specifications fully meet its expectations. The Buyer is presumed to have complete knowledge of the Products and Services it acquires and acknowledges that it has obtained and understood all relevant information regarding the ordered items. The Buyer alone determines the intended purpose and use of the Products. Any request by the Buyer to modify the specifications compared to the offer initially made by PXL SEALS is entirely the responsibility of the Buyer.

PXL SEALS shall not, under any circumstances, be held liable to the Buyer when the delivered Products and Services conform to the ordered items. Compliance with the order is assessed with reference to the Contract.

11.2. Warranty

11.2.1. Products Manufactured by the Seller

Certain products sold by PXL SEALS are covered by a contractual warranty. In such cases, PXL SEALS guarantees the conformity of the Products to the Contract under the following conditions and limitations. The warranty is excluded in the following cases:

If the defective material or design originates from the Buyer,

If the operational defect results from an intervention, repair, alteration, or modification of the Product carried out without authorization,

If the defect arises from a modification of the Product specifications imposed by the Buyer,

If the defective operation results from normal wear and tear of the Product, negligence, improper installation, improper storage (notably if the Buyer cannot justify storage protected from light, at an ambient temperature between 15 and 20°C, and in a dry environment with humidity below 55%— additionally, for parts with adhesives, the Seller shall not be held liable for failure of adhesion to the material and/or to the support of the sold Product), or improper maintenance by the Buyer or its subcontractor,

If the defective operation results from abnormal use of the Product,

If the defective operation results from force majeure.

The warranty period for the goods is limited to 12 months from the date of delivery as defined above, and the execution of the warranty does not extend its duration.

To invoke the warranty, the Buyer must notify PXL SEALS without delay and in writing of the defects it attributes to the Products and provide all justifications for their existence. The Buyer must grant PXL SEALS full access to inspect these defects and provide a remedy.

Defective Products shall, at the Seller's discretion, be repaired or replaced by PXL SEALS after the Buyer has returned them at PXL SEALS' expense. If it is determined that the defect originates from one of the exclusion cases mentioned in this article, the transport costs of the returned Products shall be fully invoiced to the Buyer.

By way of derogation from Article 1641 of the French Civil Code and in accordance with Article 1643 of the same code, the warranty against hidden defects does not apply to defects or malfunctions resulting from a construction flaw that the Seller could not reasonably have been aware of.

11.2.2. Products Purchased and Resold by the Seller

For Products purchased and resold by PXL SEALS, any applicable warranty is the same as that provided by the original manufacturer of the Products sold by PXL SEALS.

11.3. Liability

PXL SEALS assumes no warranty obligations other than those expressly stipulated above. In particular, PXL SEALS does not guarantee the performance or suitability of the Products and/or Services for a particular use unless such aspects are explicitly stated in the Contract.

In case of doubt regarding the interpretation of a clause or in the absence of specific mention determining the exact scope of PXL SEALS' obligations, the Buyer acknowledges that PXL SEALS' obligations shall be understood as obligations of means rather than results.

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PXL SEALS may always prevent a liability claim by ensuring compliance through repair or replacement of a non-compliant Product or Service.

IN ANY CASE, EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE SELLER'S LIABILITY, REGARDLESS OF ITS NATURE, SHALL BE STRICTLY LIMITED TO THE PRICE PAID BY THE BUYER FOR THE PRODUCTS AND/OR SERVICES.

PXL SEALS shall in no event be held liable for any immaterial and/or indirect damages, including but not limited to loss of operations, loss of clientele, loss of revenue, loss of data, moral or commercial damages, or damage to the Buyer's brand image.

Any dispute by the Buyer regarding PXL SEALS' compliance with its contractual obligations must be substantiated and formally communicated by registered letter with acknowledgment of receipt no later than one year after the alleged non-performance. Failure to do so shall constitute a waiver by the Buyer to contest PXL SEALS' fulfilment of its contractual obligations.

12. Payment

12.1. Unless otherwise specified in the Contract, a deposit, the amount of which is defined in the Contract, is required on the date of the Contract formation. The execution of the Contract is suspended until full payment of this deposit. The remaining balance must be paid in accordance with the conditions set forth below.

12.2. Invoices are issued by the Seller on the day the Products are made available in the Seller's warehouses or stores and are payable net within 30 days from the invoice date (by bill of exchange, promissory note, check, or bank transfer). No discount is granted by the Seller in the case of early payment.

12.3. If PXL SEALS' credit insurance provider refuses to approve the coverage file, or if any event arises that could affect the Buyer's solvency, payment for the Products or Services may be required before the order is executed. Additionally, any new Buyer must pay the total amount of their first order in advance, based on a pro forma invoice, unless explicitly agreed otherwise in writing by the Seller. The order will only be processed upon receipt of payment.

12.4. The Buyer may not invoke any reason to defer or modify the payment terms, including disputes over the quality or non-conformity of the Products or Services, or delays in delivery.

12.5. Any amount not paid by the due date stated on the invoice shall automatically, from the day following the payment due date, incur late payment penalties. These penalties are calculated on the total VAT-inclusive amount of unpaid sums at a rate equal to three times the legal interest rate. In addition to these amounts, a fixed compensation for collection costs of €40 shall automatically be applied. If the actual collection costs exceed this fixed indemnity, the creditor may claim additional compensation upon justification. In any case, payments received will be allocated to the oldest deliveries made to the Buyer. In case of late payment, the Seller reserves the right at any time to suspend or cancel the delivery of ongoing orders.

13. Retention of Title Clause

ANY ORDER PLACED WITH THE SELLER IMPLIES THE BUYER'S ACCEPTANCE OF THE RETENTION OF TITLE CLAUSE.

THE TRANSFER OF OWNERSHIP OF PRODUCTS SOLD BY PXL SEALS TO THE BUYER IS SUBJECT TO FULL PAYMENT OF THE AGREED PRICE. THE PRICE INCLUDES THE INVOICED PRINCIPAL AMOUNT, EXPENSES, AND LATE PAYMENT INTEREST.

This retention of title does not affect the provisions of these general terms regarding the transfer of risks that the Products may incur or cause.

The Buyer may not pledge or use as collateral any Products still owned by PXL SEALS. The Buyer may resell unpaid Products only in the normal course of business and may not, under any circumstances, encumber or grant security over these unpaid stocks. In case of non-payment, the Buyer shall refrain from reselling its stocks equivalent to the quantity of unpaid Products.

If this retention of title clause is enforced, the return of delivered Products shall be at the expense and risk of the defaulting Buyer.

In case of seizure or any third-party intervention, the Buyer must immediately notify PXL SEALS. Despite the application of this retention of title clause, the Buyer assumes the risk of loss, theft, or destruction from the moment of delivery and must also bear the cost of insurance.

14. Termination Clause

The Seller shall be entitled to terminate or suspend the execution of the Contract with immediate effect, in whole or in part—after formal notice and without the need for judicial intervention—without prejudice to the Seller's remaining rights (to demand performance of the contract or to seek damages) in the following cases:

In the event of an unfavorable change in the financial or commercial situation of the Buyer, which may lead to a risk of non-payment.

In the event of total or partial non-performance of its obligations by the Buyer, including but not limited to payment obligations, confidentiality obligations, respect for PXL SEALS' intellectual property rights, and, more generally, fair execution of the Contract. Termination shall take effect 20 days after the sending of a registered letter with acknowledgment of receipt containing PXL SEALS' declaration of its intention to invoke this clause, if the formal notice remains unsuccessful. This is without prejudice to compensation for any direct or indirect damages resulting from the termination.

If, due to the nature of the unfulfilled obligation, it is not possible for the defaulting party to remedy the situation (e.g., breach of a non-compete obligation), the Contract may be terminated immediately by either party without notice, taking effect upon receipt of the termination letter.

In the event of Contract termination, PXL SEALS shall be released from its performance obligations. It will refund any amounts already paid by the Buyer for orders not yet executed, except when the termination is due to a fault of the Buyer. PXL SEALS shall owe no compensation to the Buyer.

Upon termination of the Contract, regardless of the reason, the Buyer agrees to purchase, within fifteen (15) days of termination, all Products in stock that are specific to the Buyer and directly related to the Contract (e.g., custom-made Products manufactured by the Seller to meet the Buyer's specific needs) at the applicable price on that date. The Seller shall provide the Buyer with a detailed list of the relevant Products along with justification of the stock quantities.

This obligation does not apply in cases where the termination is due to a serious fault or breach by the Seller.

15. Dispute Resolution

Applicable Law and Language

By express agreement between the parties, these general terms and conditions of sale, as well as all contractual operations referred to herein, are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.

Jurisdiction Clause

In the absence of an amicable agreement within thirty (30) days from the notification of a dispute by the most diligent party, any dispute relating to the application, validity, interpretation, or execution of these general terms and conditions of sale, and more generally any dispute related to the sale covered by the Contract, shall be exclusively brought before the Commercial Court in the jurisdiction where PXL SEALS is located, which is expressly accepted by the Buyer.

These general terms and conditions of sale are written in French. In case of a dispute, only the French text is binding.

16. Modification of the General Terms and Conditions of Sale

The Seller reserves the right to modify these general terms and conditions of sale at any time. In such a case, the modified conditions shall apply to all orders placed after the date of modification, even for subsequent orders or those related to previous transactions.

17. Confidentiality

The party that has received, in the context of the Contract, any information in any form (written, oral, magnetic, electronic, digital media, etc.), including data, formulas, plans, concepts, technical documentation, and drawings (hereinafter referred to as "Confidential Information"), acknowledges the other party's rights over the documents provided to them and agrees to treat them as strictly confidential. The receiving party undertakes not to disclose, in whole or in part, such Confidential Information to third parties without the prior written authorization of the other party, and not to use it for any purpose other than that for which it was provided, for the duration of the Contract and for a period of five (5) years following the termination of the Contract.

Neither party shall disclose Confidential Information concerning the other to a third party without the express and written consent of the other party, nor shall it use any Confidential Information for any purpose other than the execution of the Contract. Each party shall exercise the same degree of care to protect the non-disclosure of Confidential Information as it does for its own Confidential Information.

Confidential Information does not include information that:

- (a) is generally available to or known by the public,
- (b) was previously known to the recipient,
- (c) was independently developed by the recipient outside the scope of the Contract,
- (d) was lawfully disclosed by a third party, or is disclosed in the context of testimony before a competent authority.

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Both parties shall take all necessary measures with respect to their personnel and partners to ensure the effectiveness of the above-mentioned confidentiality obligation and guarantee compliance with this confidentiality commitment by them.

18. Technical Improvements

To ensure the continuous improvement of its Products, PXL SEALS may directly modify the technical or aesthetic characteristics of its Products without prior notice. However, these modifications will not apply to Products subject to an ongoing order or supply contract unless expressly agreed upon by the Buyer.

Products or spare parts that, upon the Buyer's express request, must be supplied in their previous or original version will only be sold while stocks last.

19. Miscellaneous Provisions

The Buyer:

(a) Guarantees that it is not subject to any trade sanctions imposed by the United States, the European Union, and/or the United Nations;

(b) Complies with all applicable laws, regulations, and legislations (and does not engage in any activity, practice, or conduct that could constitute a violation), including those related to trade sanctions and/or export control measures (including those imposed by the United States, the European Union, and/or the United Nations) concerning the Products delivered by PXL SEALS, as well as anti-corruption measures. The Buyer must be able to demonstrate compliance with the above upon request by PXL SEALS.

In the event of a breach by the Buyer of the principles stated above, PXL SEALS shall disclaim all liability.

20. Intellectual Property

20.1. In the case of special manufacturing based on the Buyer's specifications, samples, or plans, the Buyer guarantees the Seller against any infringement of patents, copyrights, trademarks, or other intellectual property rights of third parties. The Buyer shall indemnify PXL SEALS for any consequences of any nature (including legal fees, attorney fees, damages, and indemnities) in the event that PXL SEALS is held liable by a third party. The Buyer shall indemnify the Seller against any claims made against the Seller in this regard.

20.2. Unless expressly stated otherwise in the Contract, the Contract does not grant the Buyer any rights to the intellectual property associated with the Products and/or Services. In the absence of a written agreement to the contrary, the Seller retains copyright and all industrial property rights related to the Products and Services it has created, as well as the designs, images, plans, documents, molds, tools, technical data, samples, manuals,

drawings, software, models, and other assets it has developed, published, manufactured, or marketed under the Contract. This remains the case even if the Buyer contributed to the development or manufacturing costs. As such, the Buyer may not share these assets with third parties for any reason.

20.3. Consequently, by paying the price as stipulated in the Contract, the Buyer only acquires the right to use the results of the Products and Services that are protectable under PXL SEALS' intellectual property rights. For any other use, the Buyer must contact PXL SEALS to define the applicable terms, particularly financial ones.

20.4. The Buyer undertakes to immediately inform the Seller of any potential infringement of the aforementioned rights of which it becomes aware.

21. Force Majeure

Initially, events classified as force majeure under Article 1218 of the French Civil Code shall suspend the obligations of the parties. If such an event occurs, the parties shall make every reasonable effort in good faith to continue executing the Contract. If the force majeure event lasts longer than sixty (60) days, either party may terminate the Contract without any entitlement to compensation.

The following events are expressly considered force majeure: strikes, lockouts, any work stoppage within the Seller's company or at its suppliers, floods, epidemics, wars, attacks, requisitions, hurricanes, tornadoes, tsunamis, earthquakes, theft of all or part of the equipment, frost, shortages of raw materials, tool accidents, lack of fuel or electricity, fires, transport disruptions or interruptions, significant accidents affecting the production of PXL SEALS' suppliers, their judicial recovery or liquidation, any type of accident affecting the storage of goods, and, in general, any events beyond PXL SEALS' control that prevent or delay the manufacturing, availability, or delivery of goods. These shall be considered force majeure events that release PXL SEALS from any obligation to fulfill orders or pay penalties, late fees, or damages.

22. Personal Data

22.1. The Buyer is informed and accepts that, in the context of the execution of the Contract, PXL SEALS may store, process, and use the data mentioned in the order for the purpose of processing it, in accordance with the applicable regulations on personal data protection.

The Buyer is invited to visit the following page : pxlseals.com - Privacy Policy, to obtain detailed information about PXL SEALS' privacy policy in effect.

22.2. In their relationship, each Party is solely responsible for any damage caused by its failure to comply with the obligations imposed on it under the applicable personal data protection regulations.