

### 1. GENERAL

ICAR-CM2T provides material and process engineering services, in particular through research, expertise, tests, assistance to project management and project management (Supervision), training, and all services useful for informing customers, improving the performance of processes and the quality of products in the refractory products sectors (including industrial ceramics, technical ceramics, mineral products) and metal products (including heat and surface treatments).

All these types of work, hereafter referred to as the "Services" are performed under the terms & conditions defined below, which take precedence over requisitioners' terms & conditions of purchase, and may not be changed except by special terms and conditions expressly accepted by ICAR-CM2T.

The requisitioner is defined as any natural or legal person who orders a Service.

### 2. CONFIDENTIALITY

ICAR-CM2T will not communicate to a third party any information about the Services requested from it, without the prior agreement of the requisitioner. The staff of ICAR-CM2T are contractually bound to keep professional secrecy. All information provided by the requisitioner is considered to be confidential.

Appropriate precautions are taken to ensure the security of electronic data, and to control the distribution and storage of data media.

The customer undertakes to treat as confidential all technical, commercial, financial and other information that it comes to know about ICAR-CM2T Laboratory while its Services are being executed.

At the requisitioner's or ICAR-CM2T's request, the confidentiality of the Services may be increased by signing confidentiality agreements.

### 3. ORDER

All orders must be placed with ICAR-CM2T in writing (letter, fax or electronic mail). An order is only confirmed once it is accepted by ICAR-CM2T. (The requisitioner is informed of this acceptance by being sent an order acknowledgement). An order must contain at least the following: the requisitioner's trade name; an order number; the date; a description of the Services; a description of the samples, if any; the signatory's identity and capacity; the recipient of the results; the quotation reference, if relevant; the special terms & conditions defined by common agreement; and the requisitioner's signature. It is the requisitioner's responsibility to supply the information above, which will appear in the reports provided to it. The execution of the Service implies that the customer accepts these General Terms & Conditions and the special terms & conditions shown on the quotation.

At the customer's express request, the Services may start immediately (emergency procedures), but the request must be confirmed within 48 hours by an order in the form defined above.

If the requisitioner and the recipient are different persons, the requisitioner bears the ultimate responsibility for paying the invoice, unless before the order is executed, it provides a written undertaking from the recipient agreeing to pay the invoice amount. If the order is cancelled, a fixed sum may be retained and invoiced as follows:

- 3 weeks before the date of service: 25% of the amount of the quote
- 1 week before the date of service: 75% of the amount of the quote.

### 4. SAMPLES

The requisitioner shall make available to ICAR-CM2T free of charge the samples, products and equipment necessary for the Service, and the associated safety data sheets. It must also supply the Laboratory with an unambiguous designation for its samples. The requisitioner is always responsible for carriage costs, including when it specifies that goods are to be returned after testing.

In terms of representativeness, the validity of the results will depend only on the quantities of samples (volume or items) received by ICAR-CM2T.

If ICAR-CM2T is responsible for their purchase, the costs incurred are passed on to the requisitioner. ICAR-CM2T may under no circumstances be held responsible for damage to samples, products or equipment due to their transport, or if the damage is the consequence of the Services.

Samples are kept during 9 months for samples used in tests, 2 to 5 years for work involving expert assessments, study or supervision. Any longer storage period must be the subject of an agreement between ICAR-CM2T and the requisitioner. Samples are returned on request; the carriage costs are borne by the customer.

Samples are received from Monday to Friday between 7.30am and 12pm, and between 1.30pm and 4pm, apart from closure periods and public holidays. The reception of oversize samples shall be subject to special terms & conditions provided in its Security Protocol (available on our site from this link).

### 5. ACCREDITATION

The Laboratory is accredited for testing by the French Accreditation Committee (Cofrac) according to the Standard NF EN ISO/IEC 17025 (Accreditation no. 1-1483: scope defined at [www.cofrac.fr](http://www.cofrac.fr)). Its accreditation covers the areas of "Building and civil engineering / Building equipment – Refractory Products". While this endorsement is in force, it demonstrates that ICAR-CM2T is authorized to carry out accredited testing. Tests within the scope of the accreditation are systematically carried out under accreditation as far as the test conditions allow. This information is indicated to the requisitioner on the quotations and order acknowledgements by the wording "Cofrac tests"; and on the test reports by the Laboratory's Accreditation Mark. If it is not possible to comply with the conditions in the Standard, the customer is informed during the Contract Review or when the Laboratory recognizes this to be so, in order to ensure that the customer's agreement is traceable.

### 6. WORK ON SITE

When working at the site or on a structure, ICAR-CM2T accepts no liability for damage caused to networks of which it has not been informed in writing.

The requisitioner must make known any necessary formalities and any orders authorizing access to the sites before the order. If it does not, the prices and time scales may be adjusted.

If the Service results in any damage to the structure under examination or to the site of the work, the requisitioner shall be liable for the corresponding restoration, compensation or repair.

### 7. CONDITIONS FOR CARRYING OUT THE SERVICES AND EXECUTION TIME SCALES

ICAR-CM2T may:

- refuse to carry out a Service when its subject appears to it contrary to ICAR-CM2T's ethical rules (confidentiality, impartiality, quality, safety and the environment),
- authorize, exceptionally and at the express request of the requisitioner, a test to be performed in the presence of persons not part of ICAR-CM2T. These persons, designated by

the requisitioner, must not intervene while the test is being performed and are required to comply with the safety rules and with professional secrecy.

Time scales given by ICAR-CM2T for carrying out the Services are indicative only. They run from the date the order is accepted, and from the date the samples necessary to carry out the Service are received. The requisitioner shall be informed of the definitive time scale for carrying out the Service and the final identification of the samples via the order acknowledgement. **The acknowledgement confirms the contract between the parties, and must be interpreted in this way.** Any change to the subject or extent of the Service that is not indicated may be subject to an additional invoice. No penalty for delay may be charged to ICAR-CM2T, unless a stipulation to the contrary has been duly accepted.

### 8. COMPLAINT

The complaints process is available on request from the email address [qualite@icar-cm2t.com](mailto:qualite@icar-cm2t.com). All complaints received by the Laboratory are accepted and processed. The customer receives a response within two working days, either to inform it of the time the complaint will take to process, or to answer it.

The terms of its accreditation mean that the Laboratory cannot make changes to the designations of the samples that might affect its liability.

### 9. COMMUNICATION AND THE USE OF THE RESULTS FROM THE SERVICES

The results from the Services provided by ICAR-CM2T are recorded in test reports or memoranda prepared electronically and sent to the requisitioner by email in pdf format. If required by the situation or requested by the requisitioner, an agreement as to proof, describing the report formats, the recipients and the issuers may be defined. The provisions relating to maintaining data confidentiality apply to the results sent electronically within the Laboratory. However, ICAR-CM2T accepts no responsibility if this provision cannot be satisfied outside its premises (software piracy).

The document is sent to the requisitioner (or to anyone else expressly designated on the order), and excludes any other third party, unless the requisitioner expressly agrees in writing beforehand. No results may be given, even by word of mouth, if an order has not been properly agreed. Once a document has been communicated, it may not be changed or altered unless ICAR-CM2T agrees in writing. The copy in ICAR-CM2T's possession is the definitive version. A document produced by ICAR-CM2T may be reproduced only in its entirety and as a true copy of the original. The use of ICAR-CM2T Accreditation Mark and any reference to its accreditation are prohibited without ICAR-CM2T's agreement. Any other form of reference to ICAR-CM2T's Services must be agreed in advance with ICAR-CM2T. Any improper use of the results sent by ICAR-CM2T or improper reference to its work may lead to prosecution, as defined in the current legal and regulatory provisions.

### 10. RETENTION OF OWNERSHIP

The contractual obligations are fulfilled once the results have been sent to the requisitioner (if the contract is for the sale of equipment, the equipment must have been delivered; if it is for training, the course must have been given, etc.) and once the requisitioner has paid in full for the Services. If equipment is supplied, it remains the exclusive property of ICAR-CM2T irrespective of who holds it, until the requisitioner settles the invoice in full, in compliance with the terms in the French Law of 12 May 1980.

### 11. INDUSTRIAL PROPERTY

When the Services carried out at ICAR-CM2T result in inventions, their forms of ownership and the corresponding licensing system must be defined in a specific contract negotiated for that purpose. Any specification, technical information, mode of operation, note and programme or process belonging solely to ICAR-CM2T and resulting from its Services must always be considered by the third parties to whom it is entrusted in connection with a quotation or a consultation, as strictly confidential and covered by professional secrecy.

### 12. LIABILITY

ICAR-CM2T's liability is that of a provider of intellectual services subject to an obligation to use appropriate means.

It may not be prosecuted:

- For damage resulting from errors, omissions or inaccuracies in the documents provided by the customer or by third parties at its request.
- Outside the limits of the task entrusted to it: the results relating to one-off tests, studies or inspections may not be extrapolated to a structure, a production batch, an industrial application or a complex item of equipment without a detailed review of the circumstances (e.g. representativeness of the samples, homogeneity of the components, conditions under which the structure or the equipment is used) and the requisitioner must make a specific request for such a review.

ICAR-CM2T shall not be liable for any failure due to a force majeure event. The execution of the Service shall be delayed until the force majeure event is over.

Under no circumstances may ICAR-CM2T be held liable for any damage suffered by the requisitioner, or by a third party to whom the customer has sent the results from the Services, when the results are applied or used, unless ICAR-CM2T can be shown to have been grossly negligent.

### 13. RISK PREVENTION

When the equipment or the samples supplied by the requisitioner present potential risks of any kind for the goods or for people, the requisitioner must inform ICAR-CM2T when making the request for Services. Providing this information shall nevertheless not discharge the requisitioner from its liability if an accident occurs in spite of the precautions taken by ICAR-CM2T, or its partners to counter the stated risks.

### 14. SUBCONTRACTING

Unless the contrary is expressly agreed, ICAR-CM2T is authorized to use, at its own liability, the services of a third party to execute the requisitioner's order. The requisitioner is informed of this by the wording "Test subcontracted" on the quotation and the order acknowledgement. However, when the requisitioner's special requirements require that a particular subcontractor be chosen, ICAR-CM2T shall not be held liable for any fault directly or indirectly linked to the Service from that subcontractor.

### 15. FINANCIAL TERMS & CONDITIONS

All our prices are calculated in euros excluding taxes. They are increased by the taxes in force, which the requisitioner pays. VAT is paid on money received.

Unless the order formally stipulates otherwise, with reasons, our Services are invoiced to the requisitioner.

Any change to the subject or scope of the Service or to its terms & conditions of execution shall be subject to an additional invoice. Costs that ICAR-CM2T incurs in relation to performing the Services (e.g. delivery charges or customs duties) shall be reinvoiced to the customer.

Travel and business expenses, and the costs of energy provision and consumption shown on the quotation are supplied only as an indication and are likely to be revised.

ICAR-CM2T may make the execution of a Service or the delivery of a document conditional on paying the full price or an advance, the amount of which it decides. Every first order shall be subject to a proforma invoice, payment of which shall fall due once the results have been handed over or the Service completed, apart from work related to expert assessments.

Payment for our Services is due 30 days after the end of the month of the invoice date. It may be made by bank transfer or cheque. It should be noted that the limiting conditions are given in the provisions in the French Law on modernizing the economy (no. 2008-776 dated 4 August 2008). The Law imposes payment within a maximum of 45 days from the end of the month of the invoice date, or 60 days net after the invoice issue date.

No discount shall be given if the order is settled early.

### LATE-PAYMENT PENALTIES

A penalty shall be charged for any late payment, calculated as a percentage of the outstanding amount in proportion to the period of delay. The percentage shall be the latest ECB (European Central Bank) financing rate increased by 6 percentage points.

### CLOSE-OUT NETTING PROVISION

Any payment delay means that for ICAR-CM2T, all sums payable by the customer fall immediately due.

### CANCELLATION CLAUSE

At ICAR-CM2T's option, if the customer fails to pay by the due date, and if ICAR-CM2T receives no satisfactory response 10 days after sending notice stating its intention to make use of the clause, then the sale is automatically cancelled.

### PENALTY CLAUSE

Failure to pay by the due date shall trigger the immediate application of a penalty of 15% of the amount of the sale, which the seller, if the sale is cancelled, may offset against the instalments received.

The requisitioner shall not exercise any right of retention over the amount of the price falling due at the scheduled due dates.

### 16. GUARANTEE

Equipment, machines and products supplied by ICAR-CM2T are subject to a guarantee from the date of delivery in accordance with current legislation.

### 17. COMPETENT JURISDICTION

In the event of a disagreement, the dispute shall, irrespective of its nature, be brought before the courts in Nancy.