

## GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (hereinafter the “**GTCS**”) apply to all sales and services provided by Sames, SAS, incorporated under the laws of France, with registered headquarter in 13 Chemin de Malacher – 38240 Meylan, France, registered with the commercial register of Grenoble under the number 572 051 688, (phone : +33 (0)4 76 41 60 60 – [info@sames.com](mailto:info@sames.com) – <https://www.sames.com>) owned by Exel Industries Group (hereinafter “**Supplier**”) to the Customer and are intended to define the procedures for placing, executing and monitoring Orders.

The services provided by the Supplier may consist of the supply of Product (hereinafter the “**Products**” and more specifically defined in Article 1 “Definitions”) and the performance of services to the Customer (hereinafter the “**Services**” and more precisely defined in article 1 “Definitions”).

These GTCS constitute the sole basis for commercial relations between the Supplier and the Customer. These GTCS, including the Appendices, are expressly accepted by the Customer, who declares and acknowledges having full knowledge thereof. Any Order issued by the Customer to the Supplier implies unreserved acceptance by the Customer and its full and complete adherence to these GTCS. Acceptance of the Supplier’s GTCS automatically implies the non-application of any other general terms and conditions of purchase or sale, unless expressly agreed in writing by the Parties. These GTCS cancel and replace all other previous contracts or documents with the Customer. The communication by the Customer of its own general terms and conditions of purchase shall not in itself imply their acceptance by the Supplier, even implicitly. Such an acceptance may only result from a specific agreement signed by a duly authorised legal representative of the Supplier and separate from the Customer’s Purchase Order.

The Supplier may amend these GTCS at any time by giving thirty (30) days’ notice.

### 1. DEFINITIONS

Terms with a capital letter have, unless otherwise defined, the meaning given to them below, whether written in the singular or in the plural:

- “**Agreement**” means any Order placed by the Customer, as well as these GTCS and the Contractual Documents mentioned in Article 2.
- “**Confidential Information**” means, without limitation, any information provided by the Supplier, directly or indirectly by written or oral means regardless of the form, medium or means and in particular all technical specifications, plans, prototypes, pre-series of Products under test, components, novelty, trade secrets, know-how, invention, concept, drawing, etc.
- “**Customer**” means any natural or legal person placing an order for Products and/or Services from the Supplier in the context of its professional activity.
- “**Deliverable(s)**” means all Deliverables of any kind produced or developed by the Supplier in performance of the Agreement, including in particular documents, presentations, meeting minutes, reports, reports, tools, algorithms, graphic charter, images, hardware, software, bundles, plans, technical notes, configurations, adaptations, data, drawings, models, prototypes, test sets, and any result of the Service in any form whatsoever.
- “**Delivery**” means the provision of Products and/or Services to the Customer by the Supplier.
- “**Order**” means any order, entailing one or more Deliveries, issued by the Customer and accepted by the Supplier. The Order can be made in the form of a Purchase Order sent by the Customer.
- “**Party**” means the Supplier and/or the Customer individually.
- “**Parties**” means the Supplier and the Customer jointly.
- “**Product(s)**” means any product, material, machine, equipment, component, spare parts and/or accessories manufactured and/or marketed by the Supplier.
- “**Purchase Order**” or “**PO**” means any documents sent by the Customer to the Supplier to confirm a specific purchase of Products and/or Services.
- “**Service(s)**” means the services and/or maintenance and/or works and/or trainings to be carried out by the Supplier for the Customer. The Services may give rise to results materialised in Deliverables.
- “**Supplier**” means the company Sames of the EXEL Industries Group providing the Products and/or Services to the Customer under the Agreement and defined above.

### 2. CONTRACTUAL DOCUMENTS

The contractual documents governing the relations between the Customer and the Supplier consist of the following elements, in order of priority:

- (a) The specific provisions negotiated within the framework of the commercial offer, the technical and financial

and/or commercial proposal, document in writing and signed by both Parties;

- (b) The Order(s) or Purchase Order(s) sent by the Customer and accepted by the Supplier, relating to the Products and/or Services as agreed between the Parties, excluding the Customer’s general conditions of purchase annexed, except when the Supplier gives its express written agreement for the latter to govern the commercial relationship;
- (c) These General Terms and Conditions of Sale.

Hereinafter the “**Contractual documents**”.

### 3. ORDER

#### 3.1 Acceptance of the Order

All Orders must be sent by the Customer to the Supplier in writing and become final and binding on the Supplier only after acceptance and written confirmation in the form of an Acknowledgement of Receipt (AR) sent to the Customer by the Supplier. The Supplier reserves the right, in the event of circumstances beyond its control, to substitute equipment with an equivalent performing the same functions. Any order totaling less than or equal to one hundred fifty (150) euros excluding tax will be subject to a fifty (50) euro surcharge for processing and shipping costs.

#### 3.2 Modification and cancellation of an Order

Orders accepted by the Supplier are irrevocable and may not be modified or cancelled by the Customer, unless agreed in writing by the Supplier. In the event of acceptance of a change to the Order, the Supplier shall not be bound by the deadlines and prices agreed in the initial Order.

The Supplier reserves the right to make technical or manufacturing changes and to make any improvements, as long as this does not result in a significant change for the Customer.

In the event of acceptance of the cancellation of an Order, the Supplier may, at least, retain the deposit received or request the payment of a fixed indemnity of thirty percent (30%) of the net price of the Order.

#### 3.3 Refusal of Order

The Supplier reserves the right, within the limits authorized by law, to refuse any Order from the Customer, in particular, in the event that a Customer places an Order with the Supplier without having paid for the previous Order(s). The Supplier may refuse to honour the new Order and to deliver the Products and/or Services concerned, without the Customer being able to claim any indemnification or compensation for any reason whatsoever.

### 4. TRANSPORT – DELIVERY - DEADLINES

#### 4.1 Terms of Delivery

Unless otherwise provided, Delivery of the Products shall be made in accordance with the terms of the Incoterm® EXW (Ex Works) of the International Chamber of Commerce ((ICC Incoterms® 2020). This means that the Delivery will be

considered as completed when Customer is informed that the Products are made available to the Customer at the Supplier's establishment or at any other location agreed between the Parties. The Customer shall be responsible for the collection of the Products, customs formalities, transport costs and all risks associated with the Delivery of the Products; consequently, the Customer undertakes to take out insurance covering the risks of transport of the Products.

#### 4.2 Delivery Time

Delivery times are given as an indication and may be subject to variations depending on various factors such as the availability of the Products, logistical constraints, possible delays due to unforeseen circumstances, etc. The Supplier shall endeavor to comply with the announced Delivery times but shall not accept any liability in the event of a delay in Delivery.

The Delivery deadlines communicated shall run from the later of the following dates:

- Date communicated in the acknowledgement of receipt of the Order or PO.
- Date of actual collection of the down payment on the Order, if applicable.
- Date of receipt of all information of all materials, Products, equipment, tools, performance details, documents, due by the Customer for the start of the performance of the Agreement.

Should the stated Delivery deadline be exceeded, under no circumstances shall it result in the non-payment of invoices and/or the cancellation of the Order by the Customer and/or the payment of damages or penalties by the Supplier, unless expressly agreed between the Parties.

Customer shall take Delivery of the Products as soon as they are made available to Customer at the agreed place of Delivery. If the Customer does not take Delivery of the Products within the agreed deadlines, it shall be responsible for all additional costs incurred by the Supplier, such as additional transport costs, insurance costs and/or storage costs, which may be invoiced from the date on which the initial Delivery should have been made until the effective Delivery date. The Customer must pay all costs no later than the day of collection of the Products ordered, failing which, the Supplier reserves the right to refuse the collection of the Products by the Customer.

#### 4.3 Transfer of risks

The risks of loss, damage or deterioration of the Products are transferred to the Customer on Delivery. The Customer is therefore responsible for the conservation and safety of the Products, as well as their insurance, from that moment on. Once the Products have been made available at the agreed location, the Supplier shall not be liable for any damages or losses suffered by the Customer, except in the case of wilful misconduct or gross negligence.

#### 4.4 Customs formalities and taxes

Unless otherwise specified, all customs formalities, taxes, import or export duties, as well as related costs shall be defined by the Incoterm specified in the Order. The Supplier shall use its best efforts to facilitate exportation and provide the necessary documents in accordance with legal requirements.

#### 4.5 Additional costs

Any additional costs incurred after the Products are made available, such as, in particular, storage costs, insurance, handling costs or additional transport costs due to non-compliance with the collection deadlines agreed by the Customer, shall be borne exclusively by the Customer.

#### 4.6 Packaging and loading

The Supplier shall package the Products in accordance with industry standard practices or the requirements specified in the Order. The loading of the Products into the transport vehicles shall be carried out by the Supplier, unless the Parties agree otherwise in writing.

### 5. RECEPTION - ACCEPTANCE - COMPLIANCE

• **Products:** It is the Customer's responsibility to check, upon receipt, the Products in terms of quality and quantity and to carry out, in the event of damage, non-compliance or missing items, and to immediately express specific reservations on the

Delivery slip or the transport document. The note "subject to unpacking" cannot be accepted as a valid reservation. The Customer must confirm said reservations in writing (by extrajudicial act or registered letter with acknowledgment of receipt) to the carrier, within three (3) business days of receipt of the Products. A copy must simultaneously be sent to the Supplier. Any complaint, whatever its nature, relating to the Products delivered, will only be accepted by the Supplier if it is made under the conditions provided for above. After this period, the Products will be considered accepted and compliant.

The Customer's claim filed pursuant to the process mentioned in this article, does not suspend the payment by the Customer of the concerned Products. The Supplier will not be held responsible in the event of damage occurring after the Products have been taken over by the carrier or the Customer.

• **Services:** at the time of Delivery of Services, the Customer is required to verify the conformity of the Services in terms of quality and quantity.

The Customer shall express its reservations within ten (10) days of Delivery.

The Services provided by the Supplier are deemed compliant, fully and correctly performed:

- a. At the delivery of the Deliverable, where the nature of the Deliverable is not eligible to express reservations; or
- b. At the time of delivery in case of formal and unequivocal acceptance of the Deliverable by the Customer or, in the absence of formal acceptance, within ten (10) days of delivery of the Deliverable in case of absence of reservations by the Customer; or
- c. At the time of the closing meeting ruling on the termination of the Service.

The Customer shall provide all justifications as to the reality of the defects or faults alleged and shall allow the Supplier to inspect such defects or faults to solve them, should the Supplier be liable for these. The Supplier reserves the right to carry out, directly or indirectly, any on-site observation and verification. The Customer must allow the Supplier access to carry out the observation and carry out the verification in which case, the reservation shall be deemed unwritten.

Acceptance without reservation or acceptance which does not meet the aforementioned conditions, overrule any apparent defect, lack of conformity and/or missing Products and/or Services, hence the Customer shall not be entitled to any resumption of Products and/or Services, exchange of Products or even compensation from the Supplier: the Products and/or Services will therefore be deemed accepted by the Customer. Any reservations made after the deadline or not mentioned at the time of delivery, cannot be considered and the Products and/or Services will be deemed to have been accepted and comply with the Order. In the event of a non-precise and non-detailed reservation, the Supplier reserves the right not to consider the Customer's reservations. After inspection by the Supplier and if the latter finds Products and/or Services presenting non-conformities, apparent defects and/or missing elements attributable exclusively to the Supplier, they shall, at the Supplier's choice, be replaced, reimbursed and/or supplemented. Only non-compliant and defective items will be replaced, reimbursed and/or completed.

The Customer undertakes to return the concerned Product to the Supplier as soon as possible. The Customer may not claim any compensation or cancellation of the sale.

The words "subject to unpacking" have no value against the carrier and may not be accepted as a reservation. If the Customer appointed a commission agent or carrier for the collection of the Products covered by the Agreement, the Customer shall bear all the financial consequences of a direct action by the carrier against the Supplier.

No claim will be admissible in the event of inappropriate transport, storage or use or under conditions that the Supplier has not expressly authorized.

### 6. RETURN OF NEW PRODUCTS

Any return request must be made in writing, and no return may be made by the Customer without the express prior written consent of the Supplier, obtained in by e-mail.

In the event of an authorized return, the costs and risks shall, unless otherwise provided by law, remain the responsibility of the Customer, who shall also remain responsible for complying with any specific obligation, particularly related to packaging,

labelling and marking. Any return at the Customer's initiative entails an administrative charge of twenty-five (25) € excluding VAT, as well as the application of a deduction of twenty (20) % on the selling price, subject to receipt and acceptance of the non-used Product and in its original packaging.

No return shall be accepted if (i) said return takes place more than fifteen (15) working days from the date of the Supplier's express prior agreement; (ii) the Product and/or Deliverable concerned is not returned in good condition.

The return costs shall only be borne by the Supplier if an apparent defect, missing items or non-compliance of the Products and/or Services with the Purchase Order are actually observed by the Supplier or its agent.

The returns accepted by the Supplier shall give rise to the establishment of a credit note after Product inspection.

Any return made without the express prior consent of the Supplier will not give rise to any refund or credit.

## **7. FINANCIAL CONDITIONS**

### **7.1 Price**

Prices are those in force at the time of the Order and are, unless otherwise provided, established in euros, excluding taxes, and excluding customs, transport, insurance and packaging charges. Any change in taxes between the Order and the Delivery will be automatically reflected in the price of the Product and/or Service. An annual price revision is organized, and the new prices are communicated to the customer with one (1) months' notice. Prices may be revised at any time.

Should the Supplier update its prices between the Order and the Delivery, the prices indicated in the Order are guaranteed if the Delivery takes place no later than two (2) months following the expiry of the price applicable at the time of the Order. For any Delivery that must take place more than two (2) months after the entry into force of the new price list, the new price list shall apply.

Furthermore, prices may be changed immediately, without prior notice, due to circumstances beyond the control of the Supplier, such as shortage or increase in the price of raw materials or in the event of high inflation, to consider a strong general change in prices, competition and production costs. In such a case, any price changes occurring between the Order and the Delivery of the Products and/or Services will be automatically passed on to the Customer. The Customer is not entitled to compensation of losses or costs resulting from the Customer's cancellation.

### **7.2 Payment terms**

Unless otherwise expressly agreed by the Supplier and/or provided for in the Contractual Documents, the Supplier shall send its invoice to the Customer when the Product is made available or dispatched or when the Services are performed. The Customer shall have a period of thirty (30) days from the date of issue of the invoice to proceed with the payment. No discount for early payment will be granted.

Any late payment shall automatically, and without any reminder being necessary, result in late payment penalties equal to the interest rate applied by the European Central Bank (ECB) to its most recent refinancing operation plus ten (10) percentage points, as well as the payment of a fixed indemnity for recovery costs in the amount of forty (40) euros per invoice. When the recovery costs incurred exceed the amount of this fixed compensation, the Supplier reserves the right to request additional compensation. In the event of late payment, the Supplier reserves the right to suspend all Deliveries in progress and/or refuse to honour future Orders, without the Customer being able to claim any compensation, for any reason whatsoever.

### **7.3 Cash payment and/or guarantee requirement**

If for any reason, the Supplier has serious reasons to fear payment difficulties on the part of the Customer, whether on or after the date of the Order, it may make the acceptance of the Order, as well as the Delivery of the Products and/or Services, subject to cash payment or the provision by the Customer of guarantees in favour of the Supplier. In the event of refusal by the Customer of payment in cash, without any sufficient guarantee being offered by the latter, the Supplier may refuse to honour the Order placed or refuse to deliver the

Products and/or Services without the Customer being able to argue an unjustified refusal to sell or claim any compensation.

### **7.4 Credit limit**

The Supplier may at any time revise the credit limit granted. If the credit limit is exceeded, the Customer agrees, in particular, that its payment terms will be changed to "cash before Delivery", that its credit limit will be reduced and/or that Deliveries will be suspended.

## **8. RETENTION OF TITLE**

The Supplier retains full ownership of the Products and/or Services covered by the Agreement until full payment of the price in principal and incidentals, and after its collection by the Supplier. The Supplier may exercise the rights it holds under this clause for all its Products and/or Services held by the Customer for any of its receivables. The Customer must ensure the retention of the Products and/or Services delivered for the duration of the retention of title. If payment by draft is accepted, the delivery of a draft shall not constitute payment and the Products and/or Services shall remain the property of the Supplier until payment of said draft.

Until full payment, the Products and/or Services may not be resold or transformed without the prior agreement of the Supplier.

In particular, the Customer undertakes to:

- Replace, at its own expense, Products and/or Services delivered and unpaid and destroyed or immediately pay the price thereof;
- Include in its accounting entries the nature and value of the Products and/or Services having been the subject of a retention of title clause;
- Not to pledge the Products and/or Services delivered and not paid, or to transfer ownership thereof by way of any guarantee whatsoever;
- Immediately inform the Supplier of the seizure, requisition or confiscation of the Products and/or Services delivered and not paid, as well as the sale or pledge of its business in favour of a third party;
- Immediately notify the Supplier in the event of resale of Products and/or Services, to enable it to exercise its right to claim the price against the end user.

When the Customer makes the resale of equipment its usual activity (as distributor, dealer, etc.), it may resell the equipment of which it does not yet have full ownership. This resale must then be made with reference to retention of title, on behalf of the original Supplier, and the receivables arising from this resale shall automatically belong to the latter.

The retention of title shall be implemented by simple registered letter with acknowledgement of receipt sent by the Supplier. It does not prejudice the right of the latter to claim the forced performance of the Agreement or to request its termination. In the latter case, the Customer shall be required to pay as fixed damages an amount at least equal to 10% of the total amount of the Agreement. In any event, partial payments shall remain the property of the Supplier.

In the event of total or partial non-payment of the price on the due date for any reason whatsoever, the Supplier may demand, automatically and without formality, the return of the Products and/or Services, at the expense and risk of the Customer. The Supplier may, at any time, ensure the proper performance of these commitments.

## **9. WARRANTY**

The Customer acknowledges and accepts that the provisions below describe the sole warranty obligations of the Supplier (apart from any legal warranties imposed on the Supplier by law and from which it would be prohibited to derogate contractually), regardless of the value or importance of the Products or Services.

To benefit from a guarantee set out below, the Customer must inform the Supplier of its request as set out in article 11.1 hereof.

### **9.1 Product Warranty**

**Term:** Unless otherwise specified, see below via the link: <https://www.sames.com/services-warranty-conditions.html>, brand-new Products are warranted for one (1) year from the earlier of:

- a. Date of invoice; or

b. Acceptance in case of commissioning or assembly works carried out by the Supplier (signed and dated minutes to be supplied).

Some serialized Products may be covered by an extended warranty, subject to registration:

<https://www.sames.com/france/en/services-warranty.html>

**Performance of the warranty:** the warranty is strictly limited, at the Supplier's discretion, either to the exchange of defective parts or to the repair of these parts on the premises of the Supplier, its suppliers or its subcontractors, or their reimbursement as a credit note.

**Products transportation:** Transport costs to the Supplier are borne by the Customer and transport costs to the Customer are borne by the Supplier. In all cases of return of Products under the warranty, the use of the DDP incoterm is excluded.

**Scope and limit of cover:** During the warranty period proposed by the Supplier, the latter guarantees the new Product supplied and the commissioning or assembly works carried out, provided that the latter have been exclusively carried out by the Supplier, against all construction defects, with the Customer being responsible for proving the existence of these defects or faults.

The warranty for items acquired and resold by the Supplier to the Customer on an ancillary basis, without being incorporated into the Products, is limited to the warranty granted by the Supplier's supplier or subcontractor on the item concerned.

All accessories or parts, subject to rapid wear and tear, do not include any guarantee on the part of the Supplier after their Delivery and/or their commissioning. Reconditioned products: the warranty period may not exceed six (6) months from the Supplier's invoice date.

## 9.2 Service Warranty

The Supplier warrants only that the Services are carried out in accordance with the highest professional standards in force on their date of performance and in accordance with the provisions of the Contractual Documents.

## 9.3 Warranty Disclaimer

In all cases, the Supplier excludes any kind of warranty in the event of negligence or fault of the Customer or a third party.

The Supplier does not grant any warranty other than those mentioned above or those imposed on it by a mandatory legislative or regulatory provision.

No warranty shall be granted by the Supplier (list neither restrictive nor exhaustive):

- For defects and deteriorations resulting from abnormal storage and/or conservation conditions at the Customer's premises or for maintenance or use of the Products and/or Services, by the Customer, its employees, customers, suppliers or any other third party, which do not comply with best practice or do not comply with specifications and recommendations for use made to the Customer or the requirements of user manuals or technical instructions provided to the Customer by the Supplier,
- For defects and damage resulting from replacement parts not approved by the Supplier or which have been the subject of modifications by the Customer,
- For any damage resulting from negligence or lack of supervision on the part of the Customer,
- In the event of normal wear and tear of the Product and/or its components or in the event of damage or accident resulting from defective and/or abnormal use thereof,
- In the event of repair of the Products by the Customer without the prior written authorization of the Supplier,
- In the event of fire, lightning, explosion, weight of snow, hail, hurricanes, frost, acts of vandalism, etc.
- Wearing parts, appearance,
- Equipment or accessories supplied by the Customer, even if installed by the Supplier,
- Maintenance costs and any direct or indirect ancillary costs resulting from the breakdown,
- Costs due to aggravation of the damage by persistent use,
- Breakdowns resulting from an accident, theft or transport, removal, even by a public authority, requisition or, more generally, from any event which has removed the guaranteed good from the legal custody of the Customer;
- Indirect consequences of such defects (operating loss, downtime, etc.),
- Products on lease,
- In the case of equipment and accessories supplied and installed by the Supplier, and bearing the brand name of a

supplier other than the Supplier, the warranty is limited to the commercial warranty of such supplier,

- The warranty does not apply to incidents resulting from acts of God or force majeure.

## 9.4 Conformity and hidden defects

The Supplier undertakes to supply a Product which complies with the specifications, characteristics and descriptions as set out in their safety data sheets, notices, instructions, and user manuals. Any complaint is only admissible if the Customer has made reservations with the carrier in accordance with article 5 and if the Products have not been altered in any way by the Customer.

It is expressly agreed that if the Customer or end-user is a professional in the same field as the Supplier, the Supplier cannot be held liable for hidden defects.

## 10. USE / COMMISSIONING / INSTALLATION

All Products and Services comply with the regulations in force. The Customer must comply with all the safety instructions and instructions in the user manual provided at the time of the delivery of the Products and/or Services.

If the Order includes the assembly and/or commissioning of a Product, the Supplier shall carry out all the operations necessary for the commissioning of this Product. When these operations require the long-term presence of the Supplier's agents, the terms of their intervention are specified in the offer or quotation.

Where applicable, the Supplier sets, in the offer or quotation, the deadlines by which the installation of the Products must be carried out.

The Supplier shall have the Customer confirm, in a joint manner and subject to reasonable notice, the completion of the installation services for which deadlines are provided.

The Supplier shall endeavour to comply with the planned completion deadlines. Exceeding deadlines may not under any circumstances give rise to damages, cancellation of Orders in progress, or non-payment of invoices due.

The Supplier may not be held liable in the event of incorrect installation of the Product by the Customer or by a third party, not mandated by the Supplier.

## 11. CLAIMS AND AFTER SALES DEPT INTERVENTION

### 11.1 Handling of Warranty Claims/After-Sales Requests

Any claim or after-sales service (SAV) request must be sent to the Supplier via the contact form available on their website: [Sames | Assistance](#). Mandatory information to provide for submitting the claim or after-sales service request: type of equipment and quantity, serial number, description of the defect encountered or the specific request, photo and/or video, purchase order number/delivery note number/invoice number as proof of warranty.

### 11.2 Return Requests

Depending on the Product, a return authorization will be issued to the Customer by the Supplier. The Product must be cleaned and emptied of its contents (excluding polymerized products) along with providing valid Safety Data Sheets (SDS) of the chemical products used—dated less than 3 years old or updated based on the latest regulations—in French or, failing that, in English. Any Product returned without prior authorization and/or soiled upon receipt, or without a valid SDS, will be refused or, alternatively, securely isolated pending further information from the Customer.

### 11.3 Expertise and Related Costs

Once the Product complying with the requirements of Article 11.2 is received, the Supplier will proceed with its inspection. Depending on the results of the inspection, the Supplier will send an email to the Client containing the analysis report, as well as a quotation (valid for three months) if the Product is excluded from warranty (as per Article 9.3) or is out of warranty. If the Product is covered under warranty, the Supplier will either:

- Repair the Product according to its maintenance procedures, providing a certificate of conformity, or
- Provide a standard exchange for the Product if it is irreparable.



If the Product is out of warranty and a quotation is issued, the Customer must submit a formal Purchase Order in accordance with the quotation. An order acknowledgment will then be sent to the Customer. The Product, accompanied by its certificate of conformity, will be shipped to the Customer and invoiced according to the quotation. If the Product is deemed irreparable, the Supplier will inform the Customer and propose:

- A quotation for replacing the relevant part/equipment,
- Returning the Product to the Customer with expertise and transport costs of €139 (excluding VAT), or
- Recycling the Product based on the Customer signing a Product abandonment form, thereby transferring ownership, with expertise and recycling costs amounting to €89 (excluding VAT).

The repair warranty period shall not exceed six (6) months from the date of dispatch of the repaired Product.

## **12. LIMITATION OF LIABILITY**

The Supplier may only be held liable if (i) a fault is directly attributable to it under the Agreement, and (ii) the Customer provides proof of direct damage actually suffered in causal connection with the proven fault. In the event of a delay in Delivery attributable to the Supplier and causing direct damage to the Customer, which must be proven, the Supplier's liability shall be limited to the reimbursement of any freight costs paid by the Customer. Under no circumstances may the Supplier be held liable for any indirect damage, loss of operation, loss of profits, loss of data or any other financial or commercial damage resulting from a delay in Delivery. In any event, and unless otherwise provided by law, the Supplier may only be held liable (i) for proven fault, (ii) for direct losses suffered by the Customer, and (iii) regardless of the basis thereof, may not exceed five (5) % of the amount excluding tax of the Product and/or Service concerned.

Under no circumstances may the Supplier be held liable for:

- a. damages that do not result from a proven and proven fault on its part, and/or
- b. indirect damage, including, in particular, loss of data, file(s), operating loss, commercial damage, loss of profit, and/or
- c. economic losses (including, but not limited to, loss of revenue, data, profits, contracts, or expected business losses or savings), and/or
- d. any damage affecting the image (negative effect on the image or reputation).

Furthermore, the Customer remains the sole decision-maker of any use of the Products and/or Services provided by the Supplier and therefore:

- a. no liability is assumed by the Supplier, expressly or implicitly, due to the improper use or installation of the Products and/or Services by the Customer or by a third party or in the event of breakdowns or damage resulting, without this list being exhaustive, from the following cases: • Storage without protection, error in use, handling, maintenance or use that does not comply with the Supplier's specifications recorded in particular in the user manual provided to the Customer; • Any modification, transformation or addition made to the Product by a person other than the Supplier or not previously approved by the Supplier.
- b. No claim is assumed by the Supplier whether for any damage caused to the Customer or to any third party because of such use.

Any compensation for consequential damage is therefore excluded from the scope of liability borne by the Supplier.

The Supplier shall also not be liable to the Customer if the provision of the Products and/or Services provided for in the Agreement is delayed or prevented by the Customer's failure to provide the means, access or information required to enable the Supplier to perform its mission.

The Customer and its insurers, for whom the Customer has signed up, waive all recourse and indemnification against the Supplier and its insurers beyond the limits and exclusions provided for in this article.

## **13. TERMINATION**

### **13.1.1 Termination**

Each Party has a right to terminate the Order by sending the other Party a registered letter with acknowledgement of receipt in the following cases: (a) in the event of non-performance by the other Party of any of its contractual obligations thirty (30) days after formal notice by registered letter with acknowledgement of receipt has remained unheeded; (b) in the event of non-performance by the other Party of its obligations following the occurrence of a force majeure event (i) the duration of which exceeds one (1) month from its notification to the other Party, or (iii) definitively preventing the performance of the Order; (c) in all cases provided for by the regulations in force.

In the event of non-payment by the Customer fifteen (15) days after a formal notice has remained unheeded, the Order may be automatically terminated by the Supplier and may entitle it to the award of damages.

The Customer may not perform itself or have a third party perform the obligations incumbent on the Supplier without the prior written consent of the Supplier. No request for a price reduction, for any reason whatsoever may be implemented without the prior express agreement of the Supplier.

### **13.2 Termination for serious breach**

The Parties agree that in the event of a serious breach by one of the Parties to the other party, the affected party may forthwith terminate the Order fully or partially by issuing a written notice to the breaching party. It is agreed between the Parties that a particularly serious breach is characterised by the breach of the articles relating to Intellectual Property (art. 15), Confidentiality (art. 16), ethics, working conditions, environmental policy and the fight against corruption (art. 0), Compliance with export regulations (art. 17.2), the protection of personal data (art. 17.3), non-transferability (art. 0).

Furthermore, in the event of impossibility of Delivery of the Products and/or Services ordered for reasons beyond the control of the Supplier, the latter reserves the right to terminate the Agreement without the Customer being able to claim any compensation or damages.

### **13.3 Consequences**

In all cases of termination for any reason whatsoever, each Party shall remain obliged to fulfil its contractual obligations until the effective date of termination, without prejudice to any damages that the complaining Party may obtain due to the damages suffered because of the non-performance by the defaulting Party of its obligations contained in the contractual documents.

Notwithstanding the termination of the Agreement for any reason whatsoever, the articles "Warranties", "Intellectual Property", "Confidentiality", "Liability", "Governing Law and Jurisdiction" shall remain in force after the end of the Agreement.

## **14. HARDSHIP AND FORCE MAJEURE**

### **13.1 Force majeure**

Force majeure or fortuitous event is any event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, and which prevents the debtor from performing its obligation. Cases of force majeure include strikes, fire, flood, epidemics (including any aggravation of an existing epidemic situation such as recommendations limiting or prohibiting any movement or grouping), decisions of an administrative or governmental authority, war, as well as any other cause of interruption of supply that is not attributable to the Supplier. In such circumstances, the Party inflicted shall notify the other Party in writing as soon as possible of the date of occurrence of the events. If the impediment is temporary, the Agreement shall be suspended automatically and without compensation. If the event lasts more than one (1) month from the date of its occurrence, the Agreement may be terminated by the first Party to act, without any of the Parties being able to claim damages.

### 13.2 Unforeseen circumstances

In the event of the occurrence of an event beyond the control of the Parties compromising the balance of the Agreement to the point of making the performance of its obligations by the Supplier prejudicial, the Parties agree to negotiate the amendment of the Agreement in good faith. This includes the following events: changes in the price of raw materials, changes in customs duties, changes in legislation, changes in the Customer's financial situation. In the absence of a written and signed agreement between the Parties within a reasonable period taking into account the economic issues, each Party shall have the right to terminate this Agreement within thirty (30) days' written notice.

## 15. INTELLECTUAL PROPERTY

All the elements, such as in particular the catalogues, prospectuses, technical documents, studies, plans, Products and/or Services, photographs given to the Customer, are and remain the exclusive property of the Supplier, the sole holder of the intellectual and/or industrial property rights over these elements and must be returned to the Supplier on first request.

The Customer undertakes not to make any use of these documents that may infringe the industrial and/or intellectual property rights of the Supplier and undertakes not to disclose them to any third party.

Consequently, the Customer is prohibited, in particular, from (i) reproducing, exploiting, or using, in any capacity whatsoever, even partially, these elements; (ii) to disclose the techniques, manufacturing marks, plans or other synoptics used for the construction, without this list being exhaustive.

The Customer undertakes to inform the Supplier of any act of unfair competition and of any infringement of the Supplier's intellectual and/or industrial property rights which may be brought to its attention.

## 16. CONFIDENTIALITY

The Customer undertakes not to disclose to anyone whatsoever the Confidential Information provided by the Supplier and to guarantee compliance with this confidentiality obligation by the members of its staff, its potential subcontractors, as well as to any person to whom it resells or makes the Products available, throughout the term of the contractual relationship and for two (2) years following its termination.

## 17. RESALE OF PRODUCTS

If the Customer purchases Products for resale, the Customer undertakes to market the Products in strict compliance with applicable regulations and under its full responsibility. In its capacity as a professional, the Customer undertakes to provide its own customers with all advice and information necessary for the proper use of the Products sold, and to provide them with all useful technical documentation.

## 18. COMPLIANCE WITH REGULATIONS

### 17.1 Ethics, working conditions, environmental policy and anti-corruption

Each Party certifies that on the date of signature of the Agreement, its directors, officers or employees have, to its knowledge, not participated in the commission of an act of corruption and undertakes to implement the means reasonably required (at least pursuant to the applicable legislative or regulatory provisions) to prevent, throughout the term of the Agreement, any act or behaviour of this nature.

The Parties agree that throughout the term of the Agreement, they shall take the measures reasonably required to ensure that subcontractors, commercial agents or other third parties (intermediaries, consultants, etc.) with whom they enter into professional relations on a regular or significant basis:

- Do not contribute to the commission of an act of corruption and
- Comply with the rules of law relating to the fight against corruption, to environmental protection and labour law.

If a Party provides evidence that the other Party has breached the obligations resulting from this clause, it shall inform the other Party and instruct it to take the necessary corrective measures within a reasonable period of time. If the latter does not take these measures or if they are not feasible, the first Party may, at its convenience, suspend or terminate the Agreement, it being understood that all amounts, Products or Services due under the Agreement, on the date of suspension or termination of the Agreement, remain due, to the extent permitted by law. The defaulting Party may defend itself by providing proof that at the time of the breach, it had taken the necessary preventive measures adapted to its particular situation.

Furthermore, the EXEL Industries Group of which the Supplier is a member invites each of its employees, corporate officers, and all of its business partners to take action against corruption in all its forms, including extortion of funds and bribery, to respect the fundamental rights of individuals and the Group's environmental policy. In this sense, the EXEL Industries Group has adopted an Ethics Charter containing a set of principles relating in particular to the prevention of corruption, insider trading and conflicts of interest, respect for human rights, working conditions and environmental protection. This Ethics Charter can be consulted on the EXEL Industries Group's institutional website (<https://www.exel-industries.com>).

### 17.2 Compliance with export regulations

Customer agrees to fully comply with export controls and trade sanctions laws and regulations, rules, and permits, including without limitation those of the United States, the United Kingdom and the European Union. The Customer undertakes to obtain from the competent authorities all the import or export authorisations required for the fulfilment of the Orders by the Supplier. The Customer will properly and timely provide all necessary information to the Supplier in order to be able to comply with import/export legislation, for example, but not limited to, the name and address of the end user of each product, technology, technical data, product or service that has been provided by the Supplier, as well as the country of final destination.

The Customer undertakes to ensure that neither it nor any of its subsidiaries exports, re-exports, sells or transfers - directly or indirectly - Products acquired from the Supplier to (i) a country subject to a commercial embargo or international sanctions put in place, in particular, by the United States, the European Union, the United Kingdom or to one of its residents or nationals, or (ii) a person or entity listed on the lists of prohibited persons or entities ("Entity List" or "Denied Person List") issued by the United States Department of Commerce and the Department of the Treasury or appearing on the list of "Specially Designated Nationals and Blocked Persons" maintained by the United States Department of the Treasury or on any other comparable list established by the European Union or by France, or (iii) a person or entity directly or indirectly controlled or owned by one of the persons or entities referred to in points (i) or (ii) above - without first obtaining the required authorisations from the competent authorities. In addition, the Products acquired from the Supplier may not be exported, re-exported, or transferred to an end user involved in activities related to weapons of mass destruction. This includes but is not necessarily limited to: (1) the design, development, production, or use of nuclear Products, equipment, or weapons; (2) the design, development, production, or use of missiles or the support of projects involving missiles; and (3) the design, development, production, or use of chemical or biological weapons. The Customer undertakes not to take any action or omission which may cause the Supplier to be in breach of any of the applicable sanctions and export control laws and regulations and the Customer undertakes to protect and indemnify the Supplier against any claim, expense, damage, cost, or expense attributed to the Supplier resulting from an act or omission of the Customer to comply with such laws and regulations. When the Customer imposes or qualifies suppliers and subcontractors from whom the Supplier must purchase a component or a service, the Customer guarantees compliance by these suppliers and subcontractors with the applicable regulations. The Customer undertakes to cooperate in any audit or examination relating to compliance with the applicable sanctions' programs. In this respect, the Customer undertakes to make the relevant transaction statements available, as necessary.

### 17.3 Protection of personal data

The Supplier's conditions regarding the protection of personal data are described in the "Policy on the protection of personal data" accessible on the Supplier's website. Customers have the right to access their personal data, to request their rectification, deletion, or restriction of processing, as well as to object to the processing of personal data on legitimate grounds. Customers may exercise these rights by contacting the Supplier at [privacy@exel-industries.com](mailto:privacy@exel-industries.com).

### 17.4 Non-personal data

The Customer is informed and acknowledges that it accepts the fact that the Product may be equipped with sensors allowing the Supplier to locate its position, to know some of its movements as well as the information reported by certain sensors.

By accepting these general terms and conditions of sale, the Customer consents to the collection and use of non-personal data in accordance with this clause.

- a. Data collection: Supplier may collect certain non-personal data from Buyer's use of Supplier's Products or Services, such as demographic information, usage data, Product preferences, technical data, interaction data with Supplier's website or its products, and other similar information that does not directly identify Buyer.
- b. Use of data: The non-personal data collected may be used for purposes such as improving the Supplier's products and services, statistical analysis, customising the customer experience, research and development, market research and other internal business activities.
- c. Data sharing: In some cases, the Provider may share the non-personal data collected with third parties, such as business partners, service providers or research organisations, for the purpose of improving its offerings or providing additional services. Any data sharing will be carried out in accordance with applicable data protection laws and regulations and confidentiality obligations.
- d. Confidentiality and security: The Supplier undertakes to take appropriate measures to protect the confidentiality and security of the non-personal data collected and implements technical and organisational measures to avoid any unauthorised access, use or disclosure.
- e. Data retention period: The non-personal data collected will be retained for a reasonable period necessary to achieve the agreed purposes unless a longer retention period is required by law or necessary for the Supplier to comply with its legal obligations.
- f. Consent and withdrawal: Since the data collected is of a non-personal nature, it is not directly linked to the identity of the Customer. Therefore, the Customer's rights regarding the protection of personal data do not apply to such data. However, if the Customer wishes to request the deletion of its non-personal data, it may do so by contacting the Supplier using the contact details provided in these general terms and conditions of sale.
- g. Amendments to the clause: The Supplier reserves the right to amend this non-personal data collection clause at any time. Any change will take effect as from its publication on the Supplier's website. It is the Customer's responsibility to regularly consult this clause to become aware of any changes.

By accepting these general terms and conditions of sale, the Customer acknowledges that it has read, understood, and accepted the terms of collection, use and sharing of its non-personal data in accordance with this clause.

The Customer undertakes to inform its users and the potential buyer of this in the event of resale and to obtain their consent to collect the data.

## 19. GOVERNING LAW AND JURISDICTION

Any matter relating to these GTCS, as well as the sales they govern, shall be governed by the law of the Supplier's registered office, as well as the Vienna Convention on the International Sale of Goods, if applicable. Any dispute regarding the interpretation or performance of these GTCS shall, in the absence of an amicable settlement, fall under the exclusive jurisdiction of the courts of the place where the Supplier's registered office is located.

## 20. MISCELLANEOUS PROVISIONS

19.1 Non-assignability. The Agreement is entered into *intuit personae* and may not under any circumstances be assigned in whole or in part, for consideration or free of charge, by the Customer, unless expressly agreed by the Supplier. A contribution to a company, a merger, an absorption, a transfer of business assets, a change of majority in the distribution of the Customer's share capital shall be treated as an assignment of the Agreement.

19.2 Subcontracting. The execution of the Orders may be subcontracted by the Supplier in whole or in part to a third party, it being understood that: (i) The Supplier is responsible for the choice of subcontractor and shall in any event remain fully and entirely responsible for the performance of all its subcontracted obligations and shall ensure compliance, under its responsibility, by any subcontractor, with all the terms of the Order.

19.3 Independence of the Parties. The Agreement shall not under any circumstances be interpreted as creating an association relationship or a company, even if created in fact, between the Parties, each of them to be considered as an independent co-contractor.

19.4 Invalidity of a clause. The invalidity of a clause shall not result in the invalidity of the GTCS and the Parties shall then immediately replace it with a valid clause with equivalent economic effects.

19.5 Waiver. The fact that one of the Parties does not avail itself or delays in availing itself of one of the provisions of the Agreement or does not require the performance of any provision of the latter may under no circumstances be interpreted as an express or tacit waiver of the right to exercise said prerogative in the future or of the right to require the performance of the commitments entered into herein.

19.6 Invalidity. If any one of the provisions of this Agreement proves to be null and void with regard to a rule of law in force or a court decision that has become final, it shall then be deemed unwritten, without however entailing the nullity of the Agreement or altering the validity of its other provisions.