

1 - GENERAL

These general conditions of sale (the "CONDITIONS"), together with SELLER's offer (the "OFFER"), are the only conditions upon which SELLER is prepared to supply the WORK to BUYER. Such CONDITIONS shall govern the relationship between SELLER and BUYER to the exclusion of any other terms and conditions. The OFFER shall be deemed an offer to supply the WORK subject to these CONDITIONS and acceptance of the OFFER by BUYER is expressly limited to the terms of the OFFER. SELLER hereby expressly rejects and objects to any additional and/or conflicting terms proposed by BUYER; any such additional and/or conflicting terms shall not be binding upon SELLER unless expressly agreed by BUYER and SELLER to in writing. BUYER and END-USER are both deemed to be experienced purchasers and users of the WORK, or similar supplies, and to possess an expert level knowledge concerning the risks associated with, and safe use of it.

The supplies are defined as follows:

"**BUYER**" means the party of the ORDER acting as SELLER's counterpart.

"**END-USER**" means the end-user of the WORK, when the BUYER is not such end-user.

"**ORDER**" means, with the following order of prevalence: SELLER's purchase order acknowledgment, the OFFER, these CONDITIONS, BUYER's purchase order but only for the terms not conflicting with precedent documents.

"**WORK**" means the goods and/or services to be delivered as specified in the ORDER to the extent explicitly specified in the OFFER and agreed upon by both parties, such as:

- "**EQUIPMENT**" means equipment, or part thereof, as specified in the OFFER,
- "**PRODUCT**" means products supplied by SELLER under references defined in the OFFER,
- "**SERVICES**" means the performance of services provided, directly or indirectly by SELLER as specified in the OFFER.

Any ORDER is firm from issuance by SELLER of a purchase order acknowledgment or from the WORK's delivery. However BUYER may terminate an ORDER at any time but within 7 days after WORK's delivery to END-USER at the latest, and shall pay to SELLER a compensation equal to 10% of the total ORDER price in addition to the price of the WORK or part thereof already used for EQUIPMENT and PRODUCT, or performed for SERVICES, at the date of receipt by SELLER of BUYER's notice of termination. Subject to prior written consent of SELLER, BUYER may be entitled to return to SELLER such WORK already delivered to BUYER in compliance with SELLER's instructions related to shipment condition and in the WORK's originate packaging, at the risk and expenses of BUYER.

2 - DELIVERY

a) SELLER will be bound by firm delivery schedule in accordance with the agreed Incoterms only if such schedule is agreed upon in writing by the parties and upon satisfaction by BUYER of each of the following conditions:
- All conditions precedent specified in the OFFER are satisfied, including but not limited to payment obligations and bank guarantees issuance,
- where applicable, BUYER has released all input specifications necessary to complete the WORK.

SELLER reserves the right to suspend the WORK or terminate an ORDER in the event that BUYER fails to comply with all or part of the above conditions. This suspension and/or termination shall be without liability and without prejudice to any claim from SELLER for damages resulting from such default.

b) Notwithstanding anything to the contrary, delivery schedule is always an estimate given from SELLER to BUYER for BUYER's information only. Accordingly, the parties agree that in case of delayed delivery, BUYER and/or END USER shall not be entitled to any damage of any kind whatsoever. As a consequence, BUYER shall keep SELLER harmless and indemnify SELLER from any claim related to any delayed delivery.

c) Transfer of risk to the WORK shall be in accordance with the EXW Incoterm (Incoterms 2020), except if the parties agree otherwise in writing in the ORDER.

d) SELLER reserves the title to the WORK until receipt of payment in full by SELLER, or delivery of the WORK whichever occurs last.

3 - PRICE AND PAYMENT

a) Except if otherwise provided in the ORDER, the prices for the WORK are those stated in the OFFER and are fixed and firm until fulfilment of the ORDER. For WORK carried out on a time basis, the prices shall be determined in accordance with the daily rates specified in the OFFER.

b) All prices are expressed excluding taxes, VAT, levies, royalties or any other taxes that remain the responsibility of BUYER, unless otherwise stipulated in the ORDER.

c) Unless otherwise stated in the ORDER, full payment for the WORK shall be due within 30 days after issuance of the related invoice by SELLER. An interest charge of 10% per month will be charged against any outstanding balance effective as of the due date of the balance. In addition, a 40 Euros credit recovery fee will be charged to BUYER. Finally, SELLER shall be entitled to suspend any delivery of the WORK in case of delayed payment.

d) If the parties agreed on the issuing of a letter of credit by BUYER in favor of SELLER, such letter of credit shall be confirmed, irrevocable and issued by a first class worldwide active bank. The letter of credit shall remain valid until the delivery of the entire WORK, plus 90 days at least. SELLER reserves the right to approve both the letter of credit's wording and the issuing bank. Withdrawal of the amounts might be against documentation if such documentation is expressly agreed by the parties in writing in the ORDER.

4 - INTELLECTUAL PROPERTY

a) Any know-how, inventions, patents or other intellectual property rights belonging to or provided by SELLER used for or developed in the course of the fulfilment of the ORDER by SELLER shall remain the property of SELLER. Subject to SELLER's prior written approval, BUYER may be entitled to use such intellectual property rights for marketing, sales, maintenance and/or repair of the WORK purposes.

b) BUYER shall not perform, by itself or through any third party analysis, reverse-engineering, de-compilation, or disassembling of any WORK delivered under any ORDER.

c) At the time of the ORDER and to the best knowledge of SELLER, the WORK does not infringe any published patent of third parties. In the event of any patent infringement relating to the said WORK, SELLER may, in its sole discretion, procure the right to use the WORK without impairing its suitability, or modify it or replace it so that it is rendered non-infringing and SELLER agrees to defend BUYER in any suit alleging infringement by BUYER of a patent existing on the date of the ORDER based on the manufacture and sale of the WORK within the limitation set forth in article 6. This obligation is subject to (i) the notification to SELLER of any claim within a 10 days period from the receipt by BUYER of any notice, and (ii) the control by SELLER of all proceedings taken in defending such claim or suit. This article shall not apply to WORK manufactured according to BUYER's design or specifications.

d) The use of the WORK in combination with other materials and/or in the operation of a process is beyond the control of SELLER, and SELLER shall have no obligation or liability whatsoever in connection with any infringement claim based on the use of the WORK in combination with any materials or in the operation of any process.

5 - WARRANTY

a) This article contains specific warranties referring respectively to the different supply of WORK.

- **PRODUCT:** SELLER warrants to BUYER that at the time of delivery, the PRODUCT will be in conformity with the specifications set forth in the OFFER. Any claim shall be received by SELLER within 15 days before the expiry date as indicated on the PRODUCT's packaging.

In case the PRODUCT does not meet this warranty, SELLER liability shall be limited to replace such defective PRODUCT or to discount the defective PRODUCT at a price acceptable by BUYER.

- **EQUIPMENT:** SELLER warrants to BUYER that at the time of delivery, the EQUIPMENT will be free from defect resulting from faulty materials, design or workmanship. Any claim shall be received by SELLER within 24 months from sale of the EQUIPMENT to END-USER, but not later than 30 months after the date of delivery of the EQUIPMENT to BUYER.

In case the EQUIPMENT does not meet this warranty, SELLER's liability shall be limited, at SELLER's choice, to repair or replace such defective

EQUIPMENT.

Any return of PRODUCT or EQUIPMENT non-compliant with the warranties defined above, subject to the written and prior approval of SELLER, shall be immediately performed, in compliance with SELLER's instructions related to shipment, handling and in the originate packaging, at the risk and expenses of BUYER. SELLER, at its sole discretion, is entitled to condition the above mentioned warranties to the effective return, pursuant to the above, of the relevant PRODUCT and/or EQUIPMENT.

- **SERVICES:** SELLER warrants to BUYER that at the time of performance, the SERVICES will be performed as specified in the OFFER and will comply with applicable industry standards and practices. Any claim shall be received by SELLER within 15 days from the date of completion of the relevant SERVICES.

In case the SERVICES do not meet this warranty, SELLER's liability shall be limited to re-perform such defective SERVICES.

b) General Provisions of warranty. Except as expressly stated in this article, SELLER makes no warranties or guarantees, express or implied, including any warranty of merchantability or fitness for a particular purpose or use, except those which, by law, cannot be excluded. Claim period defined above are applicable to latent defects, waiving any legal period, if any. Any liability for defects resulting from normal wear and tear, improper maintenance, failure to observe the operating instructions provided by SELLER or deficiencies resulting from other reasons beyond SELLER's control, including damages caused by erosion or corrosion are excluded.

c) The warranty period for any WORK which is repaired, replaced or re-performed shall be for a period equal to the original warranty period.

6 - LIABILITY

A) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE TO THE BUYER OR END-USER FOR ANY LOSS OF PROFIT, LOSS OF CONTRACTS OR EARNINGS, INTERRUPTION OR LOSS OF PRODUCTION OR LOSS OF USE OR LOSS OF OPPORTUNITY, OR BUSINESS, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER SUCH LIABILITY IS BASED ON CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER BASIS OF LEGAL LIABILITY.

B) SELLER AGGREGATE LIABILITY WITH RESPECT TO THE ORDER OR ANY CONTRACT OR SALE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY WARRANTY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED 100% OF THE PRICE, PAID TO SELLER, OF THE SPECIFIC PART OF THE WORK FOR WHICH A CLAIM IS MADE, UNLESS SUCH CLAIM ARISES DIRECTLY FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SELLER.

C) BUYER WAIVES ANY RECOURSE AGAINST SELLER IN RESPECT OF ANY DAMAGE SUFFERED BY ANY OF BUYER'S PROPERTIES OR PERSONNEL RESULTING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THE ORDER. BUYER UNDERTAKES TO DEFEND AND HOLD HARMLESS SELLER IN RESPECT OF ANY CLAIM FROM ANY THIRD PARTY INCLUDING WITHOUT LIMITATION END-USER FOR ANY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THE ORDER.

D) PROVISIONS STATED IN ARTICLES 4, 5 AND 6 SHALL CONSTITUTE THE SOLE WARRANTY/GUARANTEE AND LIABILITY OBLIGATIONS OF SELLER TO THE EXCLUSION OF ANY OTHER GUARANTEE OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED.

7 - FORCE MAJEURE

a) The SELLER will not be held responsible for any breach of its obligations due to unforeseeable, irresistible and external events ("**Force Majeure Event**"), such as, without limitation: (i) fire, explosion and disasters natural, including flood, lightning, storm, typhoon, tornado, earthquake, landslide, epidemic, pandemic; (ii) war, civil war, act of terrorism, riot, civil unrest, blockade, insurrection, military uprising, embargo; (iii) revolution, rebellion, confiscation or sabotage; (iv) strike, lockout or labor dispute; (v) acts of any government; and (vi) failures affecting the WORK, fluctuations in voltage, temperature, light or air conditioning.

b) In the event of delay in execution due to a Force Majeure Event, the delivery date or the execution time shall be postponed for a period at least equal to the duration of the Force Majeure Event.

If the Force Majeure Event persist for more than 3 months, each of the Parties shall be entitled to terminate the ORDER, subject to seven (7) days written notice addressed to the other Party.

c) Neither Party may claim compensation for such termination. However, the SELLER reserves its right to payment for the price corresponding to the WORK delivered and / or carried out before the date of termination.

8- LAW AND SETTLEMENT OF DISPUTE

a) The ORDER shall be construed and shall be interpreted in accordance with the laws of France, excluding and without application of any conflict of law rules.

b) In case of a dispute, the parties shall make their best efforts to resolve such dispute amicably, within 30 days after the first claim's written notification from a party to the other. If an amicable resolution is not possible within that timeframe, then the dispute and any of its consequences shall be exclusively settled by the competent court located in the SELLER's principal place of business area, in English language.

9 - MISCELLANEOUS

a) Exceptio inadimpleti contractus. Seller shall be entitled to suspend the WORK's delivery without any liability should BUYER do not comply with its obligation under the ORDER.

b) Governing Language. For all purposes, this English language version of these CONDITIONS and of the ORDER shall be the original, governing instrument and understanding of the parties and shall prevail on any subsequent translation into any other language.

c) Confidentiality. All information disclosed by SELLER in connection with the WORK, including the OFFER, the WORK's composition, application and utilization in any process shall be kept confidential by BUYER and/or END-USER, and BUYER shall neither use such information for any purpose other than the use of the WORK described in article 4, nor disclose such information unless previously authorized in writing by SELLER. If BUYER is not the END-USER, it shall procure the END-USER to abide to the same obligations.

d) Assignment. Any attempt by BUYER to assign, transfer, or delegate any of the rights, duties or obligations herein to a third party without prior written consent of the other party shall render such attempted assignment or transfer null and void.

e) Ethics and Compliance. BUYER hereby acknowledges, understands and warrants that it and END-USER shall always act in accordance with any and all laws, treaties, conventions and regulations applicable to BUYER, END-USER and SELLER concerning but not limited to fair competition, prevention of corruption, gifts and benefits, conflicts of interest, prohibition of discrimination, respect of privacy and protection of personal data and environment. BUYER agrees to indemnify and hold SELLER harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable export laws and regulations. BUYER represents and warrants that it is not subject to any trade sanctions imposed by E.U, U.S and/or UN and that it is in compliance and shall comply with all applicable laws and regulations related to trade restrictions and/or export controls (including trade sanctions imposed by the UE, US and/or UN) with respect to WORK, and shall provide evidence of compliance with the foregoing as SELLER may reasonably request from time to time. Buyer understands and agrees that the ORDER is strictly subject to the BUYER's compliance with the above.

f) Waiver of Rights. SELLER or BUYER's failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

g) Severability. If a provision is determined to be void or unenforceable, this finding shall not render other provision void or unenforceable, and SELLER and BUYER shall make their best endeavors to replace such provision by a valid one covering the original commercial intention as far as legally possible.