

**TERMS & CONDITIONS OF SALE –
Version 2022.1**

**ARTICLE 1 – SCOPE OF THE
TERMS & CONDITIONS OF SALE**

These Terms & Conditions of Sale (hereinafter the "Terms & Conditions") apply to all sales of products and services (hereinafter the "Products" and the "Services") in France, Corsica, DROM COM and abroad. The purpose of these Terms & Conditions is to define the terms and conditions under which (i) the Customer may subscribe to Services and/or acquire Products from MECATRACTION, simplified joint-stock company with a capital of 2,000,000.00 euros, whose registered head office is located at 70 Rue des Hauts de Chignac ZA de Chignac 19230 Arnac-Pompadour, FRANCE, registered under number 712 061 506 (hereinafter the "Seller").

**ARTICLE 2 - SELLER'S OFFER AND
ACCEPTANCE OF THE TERMS &
CONDITIONS**

2.1. All information in the Seller's catalogues, notices and brochures, in particular information relating to the Products and Services, is provided by the Seller solely for information purposes, which the Customer expressly acknowledges. The Seller reserves the right to make any changes thereto. The Customer acknowledges that the references of the Products and their technical characteristics may change unless otherwise agreed by the parties. It is therefore up to the Customer to inform the Seller of its need regarding the availability of a specific Product over a given period of time or of a Service on a given date.

Any offer, quotation or commercial proposal from the Seller shall be drawn up on the basis of the information provided by the Customer. Unless expressly waived by the Seller in writing, the validity period of an offer is

limited to thirty (30) calendar days from the date it is sent.

2.2. These Terms & Conditions constitute the Seller's offer.

Any order for Services and/or Products sent to the Seller implies the acceptance by the Customer of these Terms & Conditions, which the Customer acknowledges having read before placing the order, unless the Seller has formally and expressly waived them.

Consequently, these Terms & Conditions of Sale shall prevail over any terms and conditions of purchase or any other document issued by the Customer, regardless of the terms thereof, and shall supersede any provisions of the terms and conditions of purchase which may be contrary to them.

ARTICLE 3 – ORDER

3.1. Conditions for placing order

Orders shall be placed by the Customer to the Seller by e-mail, unless otherwise agreed.

The Customer must mention on the purchase order:

- the references of the Products and Services;
- the quantities;
- the place of delivery of the Product or provision of the Service;
- and the date of delivery or performance of the desired service.

Concerning specific Products, the Customer shall provide the Seller, when placing the order, all plans, documents or any other information necessary for the execution of the order. The Seller may not be blamed for any error, particularly regarding the design or manufacture of the Products, which would be the result of an inaccuracy or omission, for instance, on the part of the Customer in the

documents he has forwarded to the Seller.

3.2. Conditions of acceptance of order

The Seller shall not be bound by the order until it has been expressly accepted in writing by an order receipt. Upon acceptance of the order, the Customer may not modify or cancel the order unless he has obtained the Seller's prior written agreement.

The Seller reserves all rights to make acceptance of the order conditional on the fulfilment of all or part of the following conditions: (i) receipt of the agreed down payment, (ii) issuance of a documentary credit, (iii) obtaining export credit insurance cover and/or (iv) obtaining any authorisation required by the competent administrative authorities. If the conditions required by the Seller are not fulfilled within forty-five (45) days from the date on which the Seller has requested them, the order shall not be deemed to have been accepted.

3.3. Modification – Cancellation of order

Any modification and/or cancellation of an order of Products and/or Services shall, except in cases of force majeure, only be taken into consideration by the Seller at its sole discretion and remain subject to its prior written agreement.

The economic consequences of such order cancellation or modification shall be borne by the Customer.

ARTICLE 4 – DELIVERY

4.1. Delivery, delivery times and costs

4.1.1 The Products will be packaged as standard.

For orders without fittings or equipment in metropolitan France (excluding Corsica), the Products will be delivered according to the DDP 2020 incoterm.

4.1.2 Concerning transportation costs:

- For orders between €200

before tax (two hundred before tax) and €400 before tax (four hundred euros before tax), the Customer will pay a contribution to the costs of €25 before tax (twenty-five euros before tax).

- For orders of less than €200 before tax (two hundred euros before tax), the Customer shall pay a contribution to costs of €50 before tax (fifty euros before tax).

For orders with fittings in metropolitan France (excluding Corsica), delivery will be made in accordance with the Incoterm DDP 2020 not unloaded.

4.1.3 Concerning transportation costs:

- For orders of more than €900 before tax (nine hundred euros before tax) and if the Customer is unable to unload the goods, the means made available to the latter (trolley, ship, crane in particular but not limited to) will be invoiced at the actual cost.
- For orders of less than €900 before tax (nine hundred euros before tax), the carriage will be invoiced at actual cost.

4.1.4 For all deliveries and supplies outside metropolitan France (Corsica, DROM COM and abroad), the delivery times and costs will be subject to special conditions and, in the absence of any provision to the contrary, the EX WORKS-Incoterms will apply. The delivery times for the Products and the provision of Services are specified in the acknowledgement of receipt. They are given as an indication and no delay in delivery or delay in the provision of Services shall result in any penalty for the Seller. In any event, delays in delivery or in the provision of Services may not under any circumstances justify the cancellation of the order or the granting of any compensation to the Customer.

4.1.5 They shall be automatically extended in the event of a delay that is not attributable to the Seller, in particular in the event of a case of force majeure or a failure by the Customer to perform its obligations.

4.2. Acceptance of the Products and transfer of risks

The risks relating to the Products shall be transferred to the Client in accordance with the Incoterm chosen. Upon receipt of the Products, the Client shall sign a delivery slip indicating the name of the signatory, the quantities delivered and the date and time of delivery.

If the Products are damaged during transportation and/or if the damage is established during the usage checks at the time of delivery of the Products by the Carrier, the Customer shall immediately inform the Seller in writing, shall make reservations on the delivery slip describing the damage precisely and shall keep a copy of the slip. In accordance with Article L.133-3 of the French Code of Commerce, the Customer shall confirm its reservations with the carrier by registered letter with acknowledgement of receipt within three (3) days of delivery. A copy of the letter sent to the carrier must be sent to the Seller without delay. The Customer shall indemnify and hold harmless the Seller and/or its insurers in the event that the Customer fails to make the said reservations and/or to confirm them.

In the event of non-delivery of the Products due to the Customer, resulting in the return of the said Product to the Seller, the costs of return and redelivery shall be borne by the Customer.

4.3. Complaints - Product returns

4.3.1. Without prejudice to the above provisions to be taken with regard to the carrier, any complaint concerning the nature, quantity or non-conformity of the Products delivered to the Customer in relation to the order shall only be admissible if it is made in writing to the Seller within five (5)

working days following the delivery date. No complaint will be accepted by the Seller if it is received after the aforementioned period. All complaints must be substantiated and do not entitle the Customer to defer payment for Products delivered and conforming to the order. The absence of a complaint to the Seller within the aforementioned time limit or the use of the said Products shall lead to the conclusion that the Seller has satisfactorily fulfilled its obligations.

Reservations made by the Customer concerning minor defects which do not affect the essential functions and/or performance of the Products shall not prevent acceptance of the Products. In the event of a defect affecting the Product, the return will be made at the Seller's expense.

4.3.2. The lack of conformity of part of the delivery does not release the Customer from its obligation to pay the invoices issued for the conforming Products.

Returns of Products shall only be authorised after prior written agreement by the Seller and on the express condition that the said Products are catalogue products, are in perfect condition, have been kept in their original packaging and can be resold by the Seller in their current state. The Seller shall return to the Customer the sale price (excluding, where applicable, the cost of processing the Order and the cost of transporting it) paid by the Customer, less a deduction for the cost of the goods.

Customer, less a deduction of at least twenty percent (20%) of the price of the Products to be returned. The Customer alone shall bear the costs and risks associated with the transport of the Products returned to the Seller.

ARTICLE 5 – PRICES

The applicable prices are those in force on the date the order is placed and are set in euros.

They are exclusive of tax.

However, prices may be revised in the

following cases: sudden increase in raw materials, significant and sudden variation in currency exchange rates or in the event that the Seller's costs increase after the order has been accepted due to the enactment of new laws, regulations or decrees affecting the Seller's performance of its contractual obligations, the amount of the increase shall be notified to the Customer and added to the price indicated on the order.

In the event of a variation in rates as defined above, the price indicated on the invoice will be the price in force on the day of delivery or on the day the Product is ready to be taken over by the Customer.

All prices are exclusive of (i) all taxes, duties, contributions including VAT or any other taxes. All orders placed will be subject to an administrative processing fee, with the exception of orders exceeding €400 (four hundred euros before tax). For transactions carried out within the European Union for which these General Terms & Conditions include transactions with the United Kingdom, the Customer undertakes to provide the Seller with all information and documents that may be required concerning the payment of VAT as understood by European and British provisions.

ARTICLE 6 – PAYMENT CONDITIONS

6.1. Time limit for payment

Invoices shall be issued when the Seller dispatches them or when they are made available to the Customer.

All invoices are payable within 30 days of the date of issue.

The Seller reserves the right to make the delivery of the Products conditional on the payment of a deposit or the advance payment of the invoice, without discount, to the customer who does not offer sufficient financial security, and/or who has already experienced payment incidents.

6.2. Means and location of payment

Invoices are paid by bank transfer to the Seller's registered office.

6.3. Time of payment

Payment is deemed to have been made when the funds are made available to the Seller.

6.4 Non-payment / Late payment

In the event of late payment, the Seller reserves the right to demand, without prejudice to any other right or remedy:

- the immediate payment of any outstanding amount, regardless of the method of payment provided for;
- the suspension of the execution of orders in progress and/or their delivery;
- to make the execution of current orders subject to the provision of guarantees or new payment conditions;
- to demand the payment of late penalties equivalent to three times the legal interest rate plus 10 points on the unpaid amount including VAT, which will be automatically due to the Seller, without notice or other formalities;
- to demand a fixed indemnity for collection costs in the amount of 40 euros, which the Customer shall owe, without prejudice to any additional indemnity if the recovery costs are higher than this amount, upon presentation of supporting documents.

ARTICLE 7 - TRANSFER OF OWNERSHIP AND RISKS

NOTWITHSTANDING THE INCOTERM, THE PROPERTY OF THE PRODUCTS WILL BE TRANSFERRED TO THE CUSTOMER AS FROM THE RECEPTION BY THE SALESMAN OF THE INTEGRAL PAYMENT OF THE PRICE.

THE TRANSFER OF THE RISKS WILL BE DONE ACCORDING TO THE INCOTERM DDP OR EXWORKS IF NECESSARY.

ARTICLE 8 – WARRANTY

8.1. The Seller warrants that the Products comply with the technical specifications and/or are free from defects in design and manufacture. The Seller's warranty is limited to defects occurring within twelve (12) months from the date of delivery of the Products.

During the warranty period and provided that the defect is directly attributable to the Seller in accordance with the Seller's inspection, the Seller may, at its sole discretion: (i) either repair, replace and/or modify the defective Products, or (ii) refund to the Customer the purchase price of the defective Products. All related costs (including but not limited to: installation and uninstallation costs, etc.) will be borne by the Customer.

8.2. In accordance with Article 4.3 above, the Customer may only benefit from the provisions of this article 8 under these conditions: (i) inspecting the Products within five (5) working days of their delivery; (ii) informing the Seller in writing of the existence of any apparent defects within five (5) days of the delivery of the Products; (iii) describing precisely the nature of the hidden defects or faults found; and (iv) to have received, handled, stored, installed, implemented or used the Products in accordance with all relevant standards, specifications or recommendations and that the Products have not been damaged, modified, repaired or misused.

Defects arising from (i) information and/or instructions from the Customer and/or third parties, in particular with regard to the design of the Products, materials, components and equipment, (ii) modifications and/or repairs made by the Customer and/or any third party, (iii) normal wear and tear of the

Products or (iv) hidden defects are excluded from the warranty.

ARTICLE 9 – LIABILITIES

9.1. The Seller, its suppliers and their insurers are exonerated from any liability for indirect and/or immaterial damages such as loss of profit, loss of production, loss of real or expected savings, loss of clientele, loss of business opportunities, damage to brand image, etc., and more generally any type of economic, ad hoc, indirect, foreseeable or punitive loss.

9.2 The total and cumulative liability of the Seller, its suppliers and their insurers, including under warranties, shall not exceed the amount, exclusive of tax, of the sums received by the Seller under the Contract.

9.3 The Customer shall compensate and hold harmless the Seller, its suppliers and their insurers from any claims exceeding the liability limit mentioned in Article 9.2 and/or for any damage defined in Article 9.1.

9.4 Articles 9.1, 9.2 and 9.3 shall not apply in the event of personal injury or in the event of gross negligence or wilful misconduct for which the Customer has provided proof that the Seller is solely responsible.

If the Agreement provides for penalties, these shall be exclusive of any other compensation to which the Customer may be entitled.

The product proposals and advice communicated by the Seller do not replace the expertise and responsibilities of the Customer (and its partners such as project managers) who is responsible for validating the suitability of the products and materials used (such as the compatibility of the cables) for the execution of its work in accordance with the rules of the trade and according to the specific conditions of its project.

ARTICLE 10 – CONFIDENTIALITY - INTELLECTUAL PROPERTY

The Seller is the owner of all information relating to particular to drawings, plans, specifications, documents, information or know-how that he may communicate under the General Terms & Conditions, as well as all know-how, improvements, discoveries or inventions that may be made, developed or conceived during the performance of the General Terms & Conditions or that may arise or result therefrom (hereinafter referred to as the Information). The Customer shall guarantee the confidentiality of the Information referred to above and shall impose the same obligation of confidentiality on its employees, agents, suppliers or co-contractors. The Customer undertakes not to use, copy, reproduce, disseminate, communicate or publish in any way or facilitate access to or enjoyment of the said Information to any third party without the prior written consent of the Seller. The Information referred to in this article shall remain the property of the Seller who shall have made it available to the Customer solely for the purposes of the Terms & Conditions.

ARTICLE 11 – PATENT COUNTERFEITING

11.1 The Seller shall defend the Customer at its own expense against any proceedings brought by a third party against the Customer on the grounds that the Products infringe the intellectual property rights of such third party, whether in the Seller's country and/or in the Customer's country, provided however: (i) the Customer notifies the Seller immediately and in writing of such proceedings, (ii) the Customer provides the Seller with all information available to it concerning such proceedings, and (iii) the Customer gives the Seller sole control over the defence and settlement thereof and provides assistance.

11.2 The Seller shall compensate and hold harmless the Customer from any costs and damages awarded solely in

connection with proceedings for which the Seller has assumed the defence, unless they result from the use of the Products (i) for a purpose other than that for which they were intended or that which could reasonably be deduced from their instructions for use or their specifications, or (ii) with materials, equipment, devices or articles not supplied by the Seller.

11.3 Should it be demonstrated in the course of proceedings brought by third parties that all or part of the Products are infringing and that their use is thus prohibited, the Seller shall have the option, at its own expense, of (i) obtaining for the Customer the right to continue to use them; (ii) replacing them with substantially equivalent non-infringing products; or (iii) modifying them so that they are no longer infringing.

11.4 The provisions of Articles 11.1. to 11.3. inclusive define all of the Seller's obligations and responsibilities towards the Customer with regard to infringement of intellectual property rights.

The Customer warrants that any plans, modifications or instructions that it or its suppliers may be called upon to communicate, implement or enforce shall not lead the Seller and its suppliers of any rank to infringe the intellectual property rights of third parties. The Customer undertakes to defend, compensate and hold harmless the Seller and its suppliers against any claim or action by third parties in this respect. The Customer undertakes to inform the Seller of any irregular or wrongful use of patents, trademarks, trade names and know-how belonging to the Seller as well as of any other intellectual property rights.

ARTICLE 12 – FORCE MAJEURE

The occurrence of any event beyond the Seller's control, which he could not foresee, avoid and overcome, shall be considered as constituting a case of force majeure within the meaning of Article 1218 of the Civil Code. Insofar

as they are of a nature to hinder the execution of the Contract, the following events are considered as such

- storms,
- floods,
- blockages of means of transport or supply for any reason whatsoever,
- lock-out of the company,
- telecommunications blockades,
- blockages and/or hacking of computer networks.
- Epidemics

Force majeure may be invoked to justify the Seller's failure to fulfil its obligations under these Terms & Conditions.

The Seller shall inform the Customer of the occurrence and cessation of such an event by registered letter with acknowledgement of receipt, within a period of seventy-two hours (72h), starting from the day of the Seller's knowledge of the occurrence or cessation of the event.

In the event that the Seller is temporarily unable to perform its obligations due to an event of force majeure, its performance shall be suspended.

In the event that it is definitively impossible for the Seller to perform its obligations, caused by an event of force majeure as defined above, the sales contract concluded between the Seller and the Customer, which is evidenced by the acceptance of the order by the Seller, shall be considered terminated.

ARTICLE 13 – ASSIGNMENT - SUBCONTRACTING

The Customer may not assign and/or transfer to any person or entity all or part of its rights or obligations under these Terms & Conditions without the prior written consent of the Seller. The Seller reserves the right to assign or transfer any of its rights or obligations under the

Contract to companies that are related to it within the meaning of Article L. 233-3 of the French Commercial Code. The Seller may subcontract all or part of its obligations under the Contract.

ARTICLE 14 – APPLICABLE LAW - JURISDICTION

These Terms & Conditions are subject to French law.

Any dispute between the Parties in connection with the execution of these Terms & Conditions which cannot be resolved by an amicable dispute resolution procedure shall be brought exclusively before the Commercial Court of Paris (France), including in the event of summary proceedings, incidental claims, multiple defendants or third-party proceedings.

ARTICLE 15 – LICENCES, PERMITS AND AUTHORISATIONS

The Customer shall be responsible for obtaining and maintaining, at its own expense, from the relevant administrative authorities and supervisory bodies the permits, licences and authorisations required for the performance of the Terms & Conditions (including in respect of the use, sale and distribution of the Products and/or Services provided by the Seller). Where applicable, the Customer shall also assist the Seller in obtaining visas, permits and in clearing the Products through customs.

ARTICLE 16 – COMPLIANCE WITH LEGISLATION AND STANDARDS - ETHICS

The Parties undertake to respect, and to ensure that their third parties (in particular suppliers and subcontractors) respect, the legal and regulatory provisions inherent in their professional activities, but also the national and international provisions relating to

- the fight against fraud;
- the fight against corruption and influence peddling;
- the fight against financial crime (in particular money laundering, insider trading and terrorist financing);

- fundamental workers' rights (in particular the prohibition of the use of any form of forced labour or child labour, the protection of workers' health and safety and social freedoms);
- anti-competitive practices;
- the protection of personal data;
- protection of the environment.

Each Party also undertakes to prevent any situation of conflict of interest.

Each Party shall not:

- will not, by action or omission, do anything that would be likely to engage the responsibility of the other Party for non-compliance with the above regulations;
- establish and maintain its own policies and procedures relating to ethics;
- inform the other Party without delay of any event which comes to its attention and which (i) could result in a breach of the above provisions in the performance of its obligations under this Agreement or (ii) could give rise to liability on its part.

Each Party reserves the right to request proof from the other Party that it has taken measures to comply with the provisions of this clause.

Any failure by a Party to comply with the provisions of this clause shall be deemed to be a serious breach entitling the other Party to unilaterally terminate this Agreement without notice or compensation, and subject to payment of any damages to which that Party may be entitled as a result of such failure.

Each Party shall be solely responsible for any breach of the said legal or regulatory provisions, whatever they may be, without being able to call the other Party as guarantor.

ARTICLE 17 – MISCELLANEOUS



The Seller's waiver of any provision of these Terms & Conditions, or its silence, shall not be construed as a waiver for the future to invoke compliance with such provision.

Any technical advice, recommendations or services provided by the Seller are generated on the basis of information that the Seller considers reliable to the best of its knowledge and are intended to be used by qualified persons at their own risk. The Seller shall not be liable for any consequences, damages or losses arising from the use of such advice, recommendations or services. Such advice, recommendations or services provided by the Seller shall not be deemed by the Customer to be guidelines or instructions. All drawings, descriptions, specifications and illustrations contained in the Seller's catalogues or any other material are for guidance only and are not binding on the Seller.

If any provision of these Terms & Conditions is held to be invalid or unenforceable, it shall be deemed to be unwritten and shall not invalidate the remaining provisions.

