

WEISS TECHNIK France - GENERAL CONDITIONS OF SALE (August 2022)

- 1. GENERAL POINTS :** The General Conditions of Sale apply to natural persons or legal entities who contract within the scope of their professional, commercial, or independent activity and order or purchase goods, works or services. They do not apply to consumers.

The following General Conditions of Sale apply to the delivery of goods, the performance of works such as installation, repair, and maintenance services and to services such as consulting services provided for a fee.

They apply to all future transactions, to all commercial contracts with the customer within the scope of contractual negotiations or the establishment of a contract even if they are not expressly agreed or mentioned in a new agreement. Pursuant to article L441-6 of the Commercial Code, these General Conditions of Sale constitute the basis of the commercial relationship between the parties. They shall apply exclusively, irrespective of the clauses which may appear in the customer's documents, notably its General Conditions of Purchase. We do not accept any indemnity claims following a breakdown or the failure of our equipment or software. Any modification must be the subject of a written agreement. Any special condition stipulated in an estimate can only modify the paragraph concerned in our General Conditions.

- 2. PRICES :** As our prices cannot be fixed beforehand, or announced accurately, we undertake to provide a sufficiently detailed estimate which unless stated to the contrary is valid for one month. Any estimate which requires previous studies, or technical, or creative works by us, or the preparation of specifications with the customer will be invoiced to the customer in accordance with the tariff in force, apart from any previously agreed conditions to the contrary. Any price reassessment requested by the customer for additional and supplementary requirements, after the order, shall only apply after the parties have agreed a rider.

For the delivery of goods, our prices are ex works, in MAINLAND FRANCE. The transmission of prices does not constitute a contractual commitment, and tariffs can be modified without prior notice.

The prices of the services concern the performance of the service at the place agreed for the service. VAT at the statutory rate in force shall be added to the invoice. If a period of more than four months is agreed between the order confirmation and the performance of the service, we are entitled to pass any increases in costs which occur during the period due to corresponding increases in our prices onto the customer. The same applies if a lead time of under four months has been agreed but we are unable to provide the service within the four-month period after the order is confirmed for reasons attributable to the customer. The payment for the works or services we provide is calculated (even for a cost estimate submitted in advance) on a time spent basis unless a lump sum price is agreed. The current time accounting units and hourly rates are either stated in our offer, the order confirmation, or in our price list if no hourly rates are given in the offer or the order

confirmation. Business and travel expenses shall be invoiced separately, unless otherwise agreed.

- 3. TOLERATION :** the dimensions stated in our catalogues and proposals provide the approximate dimensions of parts and equipment. We must be informed of the tolerances to be respected during the consultation and then in the order.
- 4. ACCEPTANCE OF THE ORDER :** Orders which are sent to us directly by our customers or transmitted by our agents or representatives are only binding on our company after they have been confirmed in writing. Orders for the delivery of goods are definitely accepted after the down payment has been received (see § payment). Our written offer or order confirmation is binding for the extent of our supplies of services. All our proposals are made without any commitment concerning technical information, dimensions, weight etc. Any additional clauses and modifications require written confirmation. If our offer or order confirmation is based on information supplied by the customer (data, figures, illustrations, drawings, configuration required etc) our offers are only binding providing this information is correct. Our proposals with a technical study are given in strict confidence and cannot be disclosed to third parties. We reserve the right to reclaim any proposal and its attached documents which have been supplied for a study if an order is not placed. If, after concluding the contract, it transpires that the order cannot be performed in accordance with the customer's specifications we reserve the right to terminate the contract, unless the customer accepts the alternative solution we propose and, where necessary, agrees to pay the additional costs incurred.
- 5. PAYMENT :** our invoices are payable at our registered office 30 days at the end of the month of invoice, net without discount. In the absence of a special agreement, payments shall be made under the following terms (i) for standard equipment : payment of 30% on order, then 70% of the amount of order when the equipment is supplied (ii) for other equipment (customised equipment, special machines, upgrades) : payment of 30% on order, 20% on the delivery of the plans, 40% on factory acceptance and 10% on final acceptance of the amount of the order. Payments are made exclusively by SEPA bank transfer for the Europe zone, and by SWIFT transfer or Letter of Credit outside Europe. Lateness penalties apply to late payments and run from the day after the due date indicated on the invoice until full payment of the agreed price and are payable without any formalities or formal demand. The interest rate for lateness penalties (based on the total amount owed), which cannot be less than three times the legal interest rate, is equal to the European Central Bank's rate for its most recent refinancing operation increased by 10 percentage points. In addition to lateness penalties, any delay in payment automatically results in a flat rate payment to us for collection costs of a minimum of €40. We reserve the right to demand an additional indemnity, pursuant to the statutory provisions in force, from the buyer to indemnify the losses suffered, if the collection costs are higher than this indemnity. Any delay in any payment, shall in addition to the legal consequences, suspend the warranty.

Furthermore, the buyer is not permitted to suspend or delay payments for any reason or grounds due to a warranty claim or other claims by it. Likewise, the buyer cannot set off, in any way whatsoever, any penalties for late delivery or nonconformities in the products ordered against the sums it owes for the purchase of goods.

6. RETENTION OF TITLE CLAUSE: THE GOODS AND PRODUCTS DELIVERED REMAIN THE PROPERTY OF WEISS TECHNIK FRANCE UNTIL THE FULL PAYMENT OF THEIR PRICE IN PRINCIPAL AND INCIDENTAL EXPENSES (TAX, INTEREST, PENALTIES COST) EVEN IF TIME TO PAY IS GRANTED. CHEQUES AND BILLS OF EXCHANGE ARE ONLY CONSIDERED TO BE PAYMENTS ONCE THEY HAVE BEEN CASHED. THEREFORE, IF THE PRICE IS NOT PAID IN FULL WITHIN THE PAYMENT DEADLINES, WE RESERVE THE RIGHT TO RECLAIM OUR GOODS WHICH HAVE BEEN DELIVERED. IN THESE CIRCUMSTANCES WE SHALL KEEP ANY DOWNPAYMENT WITHOUT PREJUDICE TO ANY OTHER LEGAL ACTION THAT WE MAY BE ENTITLED TO TAKE AGAINST THE BUYER AS A RESULT.

Despite the application of this retention of title clause, the buyer shall bear the risks of loss or damage to our products. Thus, the buyer shall bear all risks relating to the goods located in its premises which are the subject to retention of title. It must therefore insure them against all risks of fire, theft as well as any risk of alteration or destruction in general at its costs. Therefore, the buyer now assigns its rights under the insurance contract to us. This assignment is valid until complete payment of the price, which entails the transfer of ownership title to the buyer. The buyer must therefore provide us with substantiating documents to certify that such insurance has been taken out in our favour before any delivery. In default we reserve the right to delay delivery until these substantiating documents have produced, without incurring liability in this respect.

If third parties assert rights based on attachments or any right over the goods which are subject to retention of title, the buyer must immediately inform the third party of the existence of the retention of title and inform us immediately and within 48 hours at the latest of becoming aware of the third party's measures by recorded delivery letter with acknowledgement of receipt, sending us any relevant information and documents. In order to preserve the value of the goods which are subject to retention of title, the buyer undertakes to use them with care in accordance with our utilisation handbook and our instructions and to have any damage repaired immediately, even if the damage is accidental, is not caused by a case of force majeure or has been caused without fault. The buyer also undertakes to conserve the goods which are the subject of retention of title in an identifiable and individualizable manner, separately from any other movable or immovable property belonging to it so that they retain their nature as movable property.

7. LEADTIMES : The lead-times in the proposals are given for guidance only, and only the lead times indicated in our acknowledgements of receipt are valid. Lead-times start to run from the date of the complete agreement on technical performance and the commercial clauses and notably the down payment on order. We reserve the right to make part

deliveries. We are permitted to extend the lead-times if unforeseeable manufacturing difficulties arise such as failures by subcontractors or non-conforming deliveries from suppliers without the buyer being able to claim lateness penalties. We can also delay delivery in the event of unforeseen manufacturing delays, and any other obstacle such as force majeure, breakdowns in our workshops or in the supplier's workshops for the duration of the problem or terminate all or some of our commitments. We cannot be held liable for this in any circumstances. The buyer cannot terminate the contract for delays in delivery for reasons which are not attributable to us. In any event the extended lead time cannot be a reason for cancelling the order or claiming an indemnity.

8. SHIPMENT : Unless agreed to the contrary, deliveries are performed in accordance with EXW 2020. Our goods always travel at the consignee's risks. No claim shall be allowed unless it is put in writing by the buyer within 48 hours following the arrival of the goods. The return of the goods is only accepted by prior written agreement. Spare parts are shipped at the consignee's costs (see shipment tariff in force).

9. DELIVERIES - INSTALLATION – COMMISSIONING : Unless otherwise stipulated, our prices do not include installation and commissioning works. They are invoiced separately in agreement with the customer. If the customer is late in accepting delivery, we reserve the right to store the goods delivered at the buyer's risks and costs without any obligation to insure them. Commissioning must be the subject of a work order, or an acceptance report drawn up by both parties. The connection of services is performed by the customer upstream of commissioning at its expense and under its liability. If commissioning is included in our offer, the installation must be performed upstream by the customer at its expense and under its liability.

10. WARRANTY : Unless otherwise stipulated, our equipment is covered by a one (1) year warranty from the date of delivery, covering parts, labour and travelling in Mainland France, from the date of delivery. For exported equipment, only the warranty indicated in our offer is valid. Our warranty does not cover routine maintenance, consumables, handling errors, external defects, and abnormal use. Any part which we acknowledge is defective or nonconforming shall be replaced without this acknowledgement giving a right to damages. Any part which is acknowledged to be defective must be returned to us for inspection and any part which is replaced under warranty becomes our property. The customer is responsible for the return shipping costs and in the event of non-return the warranty does not apply. Our warranty does not cover natural wear and tear, incorrect installation or use or installation, or non-conforming use, negligence, failure to maintain the goods in accordance with our recommendations, and instructions for use, or if they have been used with inappropriate operating methods, incorrect foundation or assembly works not performed by us, if the buyer eliminates defects without informing us and without requesting our expertise in writing, if the buyer modifies or damages the goods without our authorisation, if the buyer does not perform any of its

contractual obligations, if does not pay the full price agreed or suspends payment. The warranty also does not cover the accidental breakage of parts, lightbulbs, and indicators and in general, all consumables and wearing parts with a lifespan which is less than the warranty. Breakdowns consecutive on handling errors or malicious acts are also excluded. We are automatically released from any warranty by modifications and repairs which are performed by the buyer or its contractor without our prior written agreement. The warranty period is never extended by repairs and breakdown during the warranty period cannot result in the payment of an indemnity or damages, irrespective of the loss suffered. Parts which are changed during After-Sales Service interventions (outside the warranty period) are covered by a 3-month warranty (travelling and labour not included). We do not refund the costs of repairs which are not performed by our After-Sales Service under the warranty. The costs of an incorrect referral to the After-Sales Service during the warranty period shall be invoiced to the customer in accordance with the prices in force. For instance, this applies if the description of the incident by the user does not result in a failure or defect report.

11. CLAUSE LIMITING LIABILITY : It is expressly agreed that the extent of our liability as vendor for the direct loss connected to the performance of this contract cannot exceed the amount of the sums received for the sale of the goods.

We can never incur liability for the consequential loss suffered by the buyer such as loss of profits, turnover, data, or use of data.

12. PLANS : Plans which are supplied to the customer, remain our entire property. They cannot be used to manufacture parts or equipment or be copied or entrusted to third parties. Plans must be returned to us on our request. If we modify our production, we undertake not to reclaim or exchange plans which have become obsolete. Dimensions, weights, dimensions, connection points, etc., are given as an indication only unless we expressly confirm them.

13. INTELLECTUAL PROPERTY: Plans, sketches, and any other technical documents, samples, prospectuses etc are our exclusive property. It is prohibited to make reproductions imitations, copies, or modifications of all or some of these documents. It is also prohibited to disclose all or some of these documents to third parties. The buyer must return these documents to us at its own costs on our first request.

14. SPECIAL CONDITIONS COVERING SOFTWARE : **WEISS TECHNIK France's** software is covered by the legislation which protects the authors of computer software. Any reproduction other than a backup copy is therefore liable to the penalty stipulated by law. We do not accept any claim for indemnity following a breakdown or defect in our software irrespective of the loss suffered. Our liability is exclusively limited to direct loss caused by our software to the exclusion of any consequential and incidental loss. Our liability is excluded if the use of the software is altered by malfunctions of the Internet, the customer's server, its computer department as well as by any malfunction which

could be caused by the customer or any malfunction resulting from a task executed by the customer's teams. In particular we cannot be held liable in the following cases, without this this being restrictive :

- software downtime or damage connected to an intrusion or fraudulent retention when using the software or illicit data extraction connected to the nature and/or the content of the information and data created and/or communicated by the customer.
- and in general, any damage, any loss, any use or misuse of the customer's login details or passwords,
- and damage connected to modifications by the customer or a third party of software scripts, machine security settings.

The customer is responsible for implementing its own information system security policy and for its application and operation as well as for its employees, interns, service providers and consultants.

15. SPECIAL CONDITIONS : Any special conditions which may be indicated in an estimate will only modify the relevant paragraph in our general conditions.

16. UNFORESEEABLE CIRCUMSTANCES : In the event that one of the parties wished to invoke a case of unforeseeable circumstances as defined by article 1195 of the Civil Code or government measures ordering the lockdown of all or some of the population which makes the performance of the service impossible ,either for health reasons or due to the unavailability of the people responsible for performing the service and which significantly and unfavourably affects the equilibrium between the parties, the parties undertake to organise a preliminary and compulsory attempt at conciliation, excluding any refusal to renegotiate. This conciliation suspends the limitation period but not the performance of the services which the parties continue to be liable for during the conciliation period. If the renegotiation is unsuccessful within a period (2) two months after the start of the conciliation, the parties can, in accordance with the provisions of article 1195 of the Civil Code make a joint application to a court either to revise or adapt the contract or to agree on the amicable termination of the contract.

17. FORCE MAJEURE : The Parties can never be held liable if the non-performance or the delay in the performance of any of their obligations as described in this contract is the result of a case of force majeure (in particular: all-out or partial strikes, accidents, riots, state of war, sabotages, fires, freezing, epidemics, flooding, transport stoppages, difficulties in the supply of raw materials or fuel) within the meaning of article 1218 of the Civil Code. The party which suffers the event must immediately inform the other party that it is impossible for it to perform its service and to provide proof of this. The suspension of the obligations can never be a cause of liability for the non-performance of the obligations in question nor result in the payment of damages or penalties for lateness. The performance of the obligation is suspended throughout the duration of the force majeure if it is temporary or does not exceed a period of thirty (30) days. Consequently, as soon as the cause for the suspension of their reciprocal obligations disappears, the parties shall use their best efforts to resume

the normal performance of their contractual obligations as quickly as possible. If the prevention is permanent or exceeds a period of thirty (30) days, termination by right for force majeure can only occur fifteen (15) days after the receipt of a formal notice served by recorded delivery letter with acknowledgement of receipt or by any extrajudicial instrument. In these circumstances, we shall keep the sums received as down payment permanently.

18. PERSONAL DATA : each party shall respect the commitments made in this article and will ensure that its permanent or temporary personnel, Group and each of its subcontractors respect its terms. We undertake to respect the following when we process the personal data (within the meaning of applicable law) of the customer, its employees, the customers' end customers or the customer's service providers :

- respect the applicable laws and regulations in terms of personal data protection and especially the provisions of articles 5 and 6 of the Regulation (EU) 2016/679 of the European union and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data ('GDPR')
- process such data only if the purpose of the processing is to conduct of our commercial dealings in accordance with the law and commercial prospecting to the customer (new product information).
- only transfer personal data outside the European Union with the customer's prior written authorisation and in a secure framework in accordance with the requirements of the applicable legislation.

The customer must inform the data subjects of the purposes of the processing entrusted, the personal data which we process and length of the conservation period for this data, which is imposed for all processing which is necessary to perform this contract. The customer expressly confirms that we can use the data for the purposes of performing the commercial contracts concluded with it (invoicing, estimates etc) and for commercial prospecting. The customer is therefore responsible for collecting the data and for informing the data subjects of the information required by Article 13 of the GDPR, especially the purpose of the processing and the transmission of their personal data to us. For example, the customer shall inform us of the contact address which is supplied to all the holders of the personal data which is collected and processed in the context of performing this contract to enable them to exercise their rights of rectification, deletion, access, portability, erasure, limitation, and opposition. The customer is responsible for processing the personal data of data subjects, within the meaning of the GDPR, in the context performing this present contract.

The processing of an item of personal data supplied by the customer shall strictly comply with the purposes stipulated by the customer and our General Conditions of Sale, within the exclusive context of our service. We shall also refrain from using or exploiting, making copies, or creating files of personal data transmitted by the customer for our own

purposes, or on behalf of third parties.

We undertake to :

- delete all personal data on the first request of the customer or the person who is the holder of the data, at the end of the conservation period communicated by the customer. In any event we undertake to return or destroy the personal data which is collected within the scope of this document 3 years at the latest after our commercial dealings and subject to respecting the statutory provisions in force.
- process the data exclusively for the purposes which are the subject of this document
- process the data in accordance with the customer's instructions.
- guarantee the confidentiality of the personal data processed.
- ensure that the persons who are authorised to process the personal data in our company undertake to respect confidentiality or are bound by an appropriate nondisclosure obligation whether of a legal or contractual nature and receive the necessary training concerning the protection of personal data.
- Take the principles of data protection into account with respect to its tools, products, applications, or services from the design and of by default data protection.
- take sufficient security measures in order to protect the personal data which is transmitted to us.

All communications by the customer concerning requests for rectification, deletion, access, portability, deletion, limitation, and opposition concerning the data provided by the customer in the context of this agreement must be sent to the following address :

RGPD-GDPR.FR@weiss-technik.com

Furthermore, in the event of a personal data breach we shall inform the customer of the breach as quickly as possible, with the customer and ourselves being responsible for taking the necessary action with the competent authority and the data subject either jointly or individually.

19. NON-DISCLOSURE : the parties mutually agree a general obligation of nondisclosure concerning all written or oral information in the context of the commercial negotiations and the performance of their services, apart from information which is generally known to the public. As a consequence, the parties shall keep all the information received strictly secret and shall never disclose or communicate, in any way whatsoever, directly, or indirectly, all or some of the confidential information of any kind whatsoever, without the other party's prior written authorisation and shall not use all or some of the confidential information for purposes or for an activity other than for performing the contract. The parties shall take all necessary measures to guarantee that this nondisclosure obligation is respected during the term of the contract and after its expiration and guarantee that this obligation will be respected by all their employees.

20. REEXPORTATION : our customers may be required to re-export the equipment purchased in France. They are exclusively responsible for complying with the government regulations which apply to certain countries.

21. RESTRICTIVE EXPORTATION AUTHORISATION CONDITIONS/VERIFYING THE SANCTIONS REGISTER : Shipments and services (performance of the contract) will be performed providing that performance is not restricted by national or international regulations notably export control regulations and embargoes or any other restriction. The contractual partners undertake to supply all information and all documents required for export and/or import. Delays caused by export controls or licensing procedures shall take priority over any lead-times or delivery dates stipulated. If the licences required for certain items cannot be obtained, the contract shall be deemed not to have been concluded in respect of these items. As a consequence, all claims for damages will be excluded for non-compliance with the above-mentioned deadlines.

22. DISPUTES : all the contracts between the parties are exclusively governed by French law. These General Conditions are written in French. If they are translated into one or several languages only the text in French will be the authentic text.

ANY DISPUTE WHICH ARISES BETWEEN THE PARTIES CONCERNING THE VALIDITY, INTERPRETATION PERFORMANCE TERMINATION, CONSEQUENCES AND EFFECTS OF THIS CONTRACT SHALL BE FOR THE EXCLUSIVE JURISDICTION OF THE PARIS COURTS. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THIRD-PARTY NOTICES. The contract and these General Conditions of Sale remain valid and applicable even in the event of the invalidity of one or more of their provisions.

23. ACCEPTANCE: These General Conditions are expressly agreed and accepted by the customer who states and acknowledges that it has read them.

On the ____/____/_____

Signature _____

