

GROUPE ACTEON – GENERAL CONDITIONS OF SALES

1. GENERAL PROVISIONS – DEFINITIONS

1.1 These general conditions of sale (the "GCS") govern any and all offer, order, acceptance of order and/or contract with the SELLER in relation of the sale or the manufacture of any equipment or consumable product, or service (each of them hereinafter a "PRODUCT").

1.2 The fact for the BUYER to contract with the SELLER implies the acceptance of the GCS and the renunciation to any general conditions of purchase or to any other document or stipulation contradictory to these GCS.

1.3 These GCS may be subject to negotiation and derogation in the particular conditions set forth in the offer or in the acceptance of order of the SELLER with which they form the contract between the parties (the "CONTRACT"). They can also be incorporated as an appendix to a distribution contract with which they form the CONTRACT.

1.4 The SELLER reserves the right to modify these General Terms and Conditions at any time, without notification to the DISTRIBUTOR and/or END USER.

1.5 Definition:

«**BUYER**»: means the contracting party of the SELLER. Depending on the context, BUYER designates a FINAL USER or a DEALER.

«**DEALER**»: means the BUYER of the PRODUCT that resells the PRODUCT to a third party, another DEALER or a FINAL USER.

«**FINAL USER**»: means the final user of the PRODUCT.

«**SELLER**»: means the company of the ACTEON GROUP, directly or indirectly, controlled by FINAPOLLINE SAS, which is the contracting party of the BUYER.

«**SENDER**»: means, depending on the context, the BUYER or the END-USER who returns the PRODUCT to the SELLER; the SELLER who returns the Product to the BUYER or the END-USER.

The BUYER and the FINAL USER declare and are deemed to be experienced professional, fully aware of the standards and rules of safety regarding the use of the PRODUCT or of similar product and to use it for the needs of their professional activity.

2. ORDER

2.1 Any order or offer shall only be firm from the date of issuance of the written acknowledgement of receipt of (i) the order or (ii) the accepted offer, returned by the SELLER. Otherwise, the CONTRACT shall only be validly formed by the delivery of the PRODUCT.

2.2 The SELLER reserves the right to charge an administrative fee for any order under four hundred euros (400€).

2.3 Except when the PRODUCT is marked with BUYER's personal identification, BUYER may terminate a CONTRACT within seven (7) days after delivery of the PRODUCT and upon payment to SELLER of a cancellation fee of ten (10) percent of the total price of the PRODUCTS due, as of the date of receipt by SELLER of the termination notice. The return of the PRODUCT shall be made with the consent of and in accordance with the instructions of SELLER as to the conditions of shipment and in the original packaging of the PRODUCT, at BUYER's risk and expense.

3. DELIVERY

3.1 Manufacturing and/or delivery times are given as an indication only. Any delay shall not give rise to indemnification, price reduction or cancellation of the CONTRACT, to the benefit of the BUYER or of the END-USER.

3.2 Delivery and transfer of risk to the PRODUCT shall be ex works or EXW (Incoterms 2020), SELLER's site, unless expressly agreed in writing in the CONTRACT for another delivery method. Notwithstanding the foregoing, transport costs will be re-invoiced by the SELLER to the BUYER, regardless of the INCOTERM selected.

3.3 Transfer of title to the PRODUCT shall occur upon the occurrence of the latest of the following two events:

- Receipt by the SELLER of the full price including VAT,
- Delivery of the PRODUCT.

4. PRICE AND PAYMENT

4.1 Unless otherwise provided in the CONTRACT, the prices of the PRODUCTS are those indicated in the SELLER's offer or, failing such offer, in the SELLER's public catalog.

4.2 They are defined on an EXW basis, SELLER site, taxes and duties excluded. In the case of PRODUCTS in the nature of a service, valued according to time spent, prices are determined in accordance with the daily rates indicated in the SELLER's offer.

4.3 Unless otherwise specified in the CONTRACT, full payment of the price including VAT is due within thirty (30) days from the issuance of the corresponding invoice by the SELLER.

4.4 Payment shall be made by wire transfer to the SELLER's account, in the applicable currency, in available funds, net of any withholding or taxation. If any withholding or taxation is applied, BUYER shall pay SELLER any additional amount so that SELLER receives the full amount of the contract price as if the withholding had not existed.

4.5 Any invoice shall be paid on its due date, even in case of dispute regarding its wording, the weight, or the quality of the PRODUCT, which may be, if necessary, subject to a later regularization.

4.6 Any deductions and/or set off by the BUYER is expressly excluded, unless with the prior agreement in writing of the SELLER.

4.7 Failure to pay in available funds to the credit of the SELLER's account, on the due date, shall entail by operation of law and without prejudice to the right of termination:

- The immediate enforceability of all sums remaining due by the BUYER, under any CONTRACT,
- The course and the enforceability of default interest at ten (10) percent per annum,

- A fixed indemnity of forty (40) euros for recovery costs, plus any other costs (in particular lawyer's or bailiff's fees) that the SELLER can justify.

4.8 THE SELLER DOES NOT COMMUNICATE HIS BANK DETAILS BY EMAIL. THESE ONLY APPEAR ON INVOICES, AND ANY CHANGE IS OFFICIALLY NOTIFIED BY POST AND CONFIRMED DIRECTLY BY THE SELLER'S CONTACT PERSON. IN CASE OF DOUBT, THE BUYER MUST IMMEDIATELY CONTACT HIS SELLER'S CONTACT PERSON.

5. INTELLECTUAL PROPERTY

5.1 All know-how, inventions, patents, trademarks, copyrights, software, or any other intellectual property rights used, incorporated or developed in the PRODUCT in the performance of the CONTRACT by the SELLER shall remain its exclusive property.

5.2 The BUYER shall not, directly, or indirectly, exploit, adapt, analyse, disassemble, or reverse engineer any of the SELLER's intellectual property rights outside the normal use of the PRODUCT.

6. WARRANTY

6.1 This section contains SELLER's specific warranties relating to the PRODUCTS and is exclusive of any other legal or contractual warranties.

6.2 SELLER warrants to BUYER that, at the time of delivery, the PRODUCT conforms to the CONTRACT specifications, is free from defects and from design or manufacturing defaults.

6.3 The duration of SELLER's warranty for any hidden defect, non-conformity or defectiveness shall be of twenty-four (24) months from the date of the sale of the PRODUCT to the END-USER, unless specified otherwise by the SELLER.

The DEALER has six (6) months from the purchase date of the PRODUCT from the SELLER to sell the Product to the END-USER, exceeding which the duration of SELLER's warranty begins. DEALER is liable at its exclusive expenses for all costs resulting from any additional that the DEALER may grant to the END-USER beyond the duration of SELLER's warranty. For PRODUCTS subject to an expiration date, the warranty expires, in any case, fifteen (15) days before such expiration date.

For PRODUCTS having the nature of service, any claim must be received by SELLER within eight (8) days from the date of completion of the service. In the event that the service does not meet this warranty, the SELLER's liability shall be limited to a re-performance of the respective service.

6.4 SELLER's warranty is limited, at its sole discretion, to the repair or the replacement or the refund of the repair cost (repair labor and cost of spare parts needed) via credit note.

Any return of defective or non-conforming PRODUCT shall be subject to SELLER's prior written consent and instructions in the original packaging. The SELLER may, at his sole discretion, make the above warranty conditional upon the effective return of the respective PRODUCT, under the above conditions. Shipment costs for products under SELLER's warranty is at the SENDER's cost, unless the SELLER decides different.

6.5 Any warranty or liability for any defect, fault or failure resulting from normal wear and tear, improper maintenance, failure to follow SELLER's instructions for use, modification not made by SELLER, relocation of wall- or floor-mounted PRODUCTS or resulting from other reasons beyond SELLER's control, including damage caused by erosion or corrosion or power supply, is excluded. Any returned PRODUCT found to be defective due to such causes shall be quoted by SELLER for repair or replacement. In the absence of express acceptance within three (3) months from the date of issuance of such quotation, the SELLER shall be entitled to dispose of the PRODUCT at his discretion, without further notice to the BUYER.

6.6 The warranty period for any repaired, replaced, or reworked PRODUCT shall remain the same as the warranty period originally granted. The repaired portion shall have a warranty period of six (6) months after repair.

7. SERVICE SUBSCRIPTION

7.1 This section contains END-USER's specific subscription to the SELLER's services enabling the END-USER to benefit from, but not limited to, assistance services, maintenance or extension warranty on the PRODUCTS concerned, in accordance with the conditions defined at the time of subscribing. These subscriptions may also be offered in the form of bundled packages. Subscriptions are available on the Customer Care program page.

7.2 Services, performance and any exclusions are specified at the time of subscribing to the offer chosen by the END-USER. The subscription does not cover damage caused by misuse, accident or unauthorized interventions and/or modifications to the PRODUCTS.

7.3 Prices are defined at the time of subscribing. Subscriptions starts with the yearly payment of the subscription fee and are valid for the period of one (1) year and are renewed upon payment of the next period. END-USER may terminate his subscription one (1) month prior to its renewal during the subscription period.

7.4 The SELLER reserves the right to not-grant any subscription on its sole discretion.

7.5 The SELLER may, at its discretion, suspend or terminate the subscription in the event of non-compliance with the terms and conditions, fraud, or non-payment.

7.6 The SELLER reserves the right to modify the subscription conditions. Any modification will automatically apply to all subscriptions concluded after their posting on the SELLER's website.

7.7 The SELLER's preventive maintenance subscription is limited to checks, adjustments, cleaning, and measurements. It excludes repairs, which will be quoted for separately by the SELLER.

The SELLER's system check subscription is limited to checks and measurements. It excludes repairs and any maintenance work.

The SELLER's extended warranty subscription can only be obtained in combination with preventive maintenance. If an extended warranty subscription is purchased two (2) years or more after the delivery date of the PRODUCT, a preventive maintenance must be carried out first. Any repairs the SELLER deems needed shall be performed at the cost of the END-USER, prior to starting the subscription period of the extended warranty.

7.8 The SELLER's standby system program provides the END-USER a PRODUCT equal to the PRODUCT for which he subscribes the standby system program for during the period of subscription. The SELLER has the right to refuse a standby system in case of damage caused by misuse, accident or unauthorized interventions and/or modifications to the PRODUCTS.

8. ASSIGNMENT

SELLER reserves the right to assign or transfer the CONTRACT to any entity of its choice, without the need to further notification to and any compensation to the BUYER. BUYER shall obtain SELLER's prior approval for any assignment or transfer of the contract to any third-party.

9. LIABILITY

8.1 THE SELLER'S LIABILITY TOWARD THE BUYER OR TOWARD ANY END-USER IN RESPECT OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, FOR ANY APPARENT OR HIDDEN DEFECT, NON-CONFORMITY, DEFECTIVENESS OR OTHERWISE, OR UNDER ITS CONTRACTUAL OR EXTRA-CONTRACTUAL CIVIL LIABILITY, SHALL BE EXPRESSLY LIMITED TO THE INDEMNIFICATION OF DIRECT AND MATERIAL DAMAGES AND SHALL EXCLUDE ANY IMMATERIAL OR INDIRECT DAMAGES (SUCH AS, WITHOUT LIMITATION, LOSS OF BUSINESS, STOPPAGE OF PRODUCTION, LOSS OF PROFIT, CONSEQUENTIAL DAMAGES, IMAGE OR MORAL DAMAGES, EXCHANGE LOSS).

8.2 IN ANY CASE, THE INDEMNIFICATION SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SELL PRICE (EXCLUDING VAT) OF THE RELATED PRODUCT.

8.3 THE SELLER'S LIABILITY SHALL BE TRIGGERED WITHIN A TERM OF ONE YEAR FROM THE DATE OF OCCURRENCE OF THE DAMAGE, FAILING WHICH ANY ACTION CONCERNING SUCH LIABILITY SHALL BE TIME BARRED.

8.4 THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ANY ACTION BROUGHT AGAINST THE SELLER BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION AN END-USER, FOR ANY CLAIM ARISING DIRECTLY OR INDIRECTLY FROM THE CONTRACT OR THE PRODUCT AND EXCEEDING THE WARRANTY STIPULATED IN THE GCS.

10. RESOLUTION

In case of non-performance of any of its obligations by the BUYER, the SELLER shall have the right to terminate the CONTRACT as well as any other existing CONTRACT between the parties, by operation of law and by first presentation of a written paper document or electronic document with 48 working hours' notice, without prejudice of any right to indemnification.

11. FORCE MAJEURE

11.1 The SELLER shall not be liable for any failure to perform its obligations due to unforeseeable, irresistible events beyond its control ("Force Majeure"), including, but not limited to: (i) fire, explosion and natural catastrophe, including flood, lightning, storm, typhoon, tornado, earthquake, landslide, epidemic, pandemic; (ii) war, civil war, act of terrorism, riot, civil disturbance, blockade, insurrection, coup d'état, revolution, rebellion or act of sabotage; (iii) strike, plant closure, or labour dispute even affecting the Employer; and (iv) *fait du prince*, acts of any government, confiscation, embargo.

11.2 In the event of a delay in performance attributable to an event of Force Majeure, the delivery date or performance period shall be postponed for a period at least equal to the duration of the Force Majeure event. If the event constituting Force Majeure persists for more than 3 months, either Party shall have the right to terminate the CONTRACT or the part of the CONTRACT affected by the Force Majeure without compensation, subject to seven (7) days' written notice to the other Party.

12 PERSONAL DATA

As part of its business activities, FINAPOLLINE, jointly responsible with its affiliated companies (the SELLER), collects and processes personal data related to the BUYER, in compliance with applicable personal data protection regulations, including the General Data Protection Regulation (GDPR) and any other applicable national legislation. The purposes of data processing include the proper execution of the CONTRACT, the management of orders and deliveries, the performance of after-sales service operations, the management of marketing and commercial prospecting activities, the management of business relationships and communications with the BUYER or the END-USER, and any other similar purpose necessary for the proper fulfillment of the SELLER's contractual or legal obligations.

The legal bases for the processing are the execution of the contract, compliance with legal obligations, and the legitimate interest of the SELLER. In the event of BUYER's refusal or END-USER's refusal to allow the data processing, they cannot claim incomplete execution of the CONTRACT by the SELLER.

For the purposes mentioned above, personal data may be transmitted to subcontractors or partners of FINAPOLLINE or the SELLER, strictly to the

extent necessary for the performance of the entrusted services. These subcontractors are required to maintain the confidentiality and security of personal data in accordance with legal and contractual requirements.

This data will be retained for the duration necessary to achieve the purposes for which it was collected. When it is no longer needed for this purpose, the data will be deleted using appropriate security measures to ensure its pseudonymization or complete destruction.

Subject to the legal obligations of FINAPOLLINE or the SELLER, the BUYER or the END-USER may exercise their rights of access, restriction, rectification, opposition, and deletion by contacting FINAPOLLINE SAS, Legal Department, 17 avenue Gustave Eiffel, 33700 MERIGNAC, protectiondonnees@acteongroup.com. The BUYER or the END-USER can also file a claim with the CNIL.

13 ETHICS AND COMPLIANCE

The BUYER declares to be and shall make sure that the END-USER is, in conformity with any international convention or law or regulation which is applicable to him, concerning in particular and without limitation the rules of competition, the prevention of corruption, the anti-gift and transparency devices, the conflicts of interests, the prohibition of discrimination, the respect of private life and the protection of personal data and environment. BUYER declares that it is not affected by any trade sanctions imposed, in particular and without limitation, by the United Nations, the European Union and/or the United States. Upon SELLER's request BUYER agrees to provide any documentation proving the veracity of this statement. It is understood that SELLER's obligations under the AGREEMENT are contingent upon the truthfulness of the foregoing statements. Furthermore, BUYER agrees to indemnify and hold SELLER harmless from any and all liability resulting from any default by BUYER in this regard.

BUYER agrees to resell only to END-USERS who will be able to make the same declaration.

14 REGISTER EEE

In accordance with applicable regulations on waste electrical and electronic equipment, the SELLER identification numbers are as follows: for SOPRO n°00049: FR000217_057FUF, for SATELEC n°00031: FR000269_05DJZC, for DE GÖTZEN n°0132157012: IT 08020000003254.

15 CONFIDENTIALITY

BUYER agrees to maintain the confidentiality of all information communicated by SELLER in connection with the PRODUCT, including, but not limited to, the CONTRACT, price, composition, application, and use of the PRODUCT. Neither BUYER nor END-USER shall use such information outside the scope of the CONTRACT, nor disclose such information to third parties without SELLER's prior written consent. If BUYER is not the END-USER, BUYER agrees to assign the same confidentiality duty on the END-USER.

16 ELECTRONIC SIGNATURE

The CONTRACT may be entered into by electronic signature and each of the parties declares that it has taken all appropriate measures to ensure that the electronic signature of the CONTRACT is affixed by its duly authorized representative. Each party waives any challenge to the reliability of the electronic signature process used.

17 APPLICABLE LAW - LANGUAGE - DISPUTE RESOLUTION

17.1 THESE GCS ARE GOVERNED TO THE LAW OF THE COUNTRY OF THE SELLER TO THE EXCLUSION OF THE PROVISIONS OF THE VIENNA CONVENTION OF 21 APRIL 1980.

17.2 THE LANGUAGE OF THE GCS IS THE LANGUAGE OF THE COUNTRY SELLER. IN CASE OF CONTRADICTION WITH A VERSION IN ANOTHER LANGUAGE, THE VERSION IN THE LANGUAGE OF THE SELLER SHALL PREVAIL.

17.3 ANY DISPUTE ARISING IN CONNECTION WITH THESE GCS, A CONTRACT OR A PRODUCT AND ANY LEGAL RELATIONSHIP, INCLUDING NON CONTRACTUAL, ARISING THEREFROM, WHICH IS NOT AMICABLY RESOLVED WITHIN 30 DAYS FROM ITS NOTIFICATION, SHALL BE SETTLED BY THE COMPETENT COURT IN WHOSE JURISDICTION THE REGISTERED OFFICE OF THE SELLER IS LOCATED, NOTWITHSTANDING ANY CALL IN GUARANTY, PLURALITY OF DEFENDANTS OR CONNEXITY, AND EVEN FOR PROCEEDINGS FOR CONSERVATORY OR PROVISIONAL RELIEF (*REFERE*) OR BY REQUEST (*PAR REQUETE*).