

## 1. PURPOSE

The purpose of these General Terms and Conditions of Sale ("GTCS") is to set out the contractual relations between AE SERVICE and its customer (hereinafter, the "Customer") for the supply of products sold by AE SERVICE. Unless otherwise agreed in writing by AE SERVICE, they are the only applicable terms and conditions, regardless of any stipulations to the contrary which may be included in the general terms and conditions of purchase or any other Customer document.

Unless special conditions, which have been expressly agreed by AE SERVICE in writing, apply, the contract with the Customer is binding as soon as AE SERVICE confirms the order as defined in Article 2 below. The GTCS may be supplemented, clarified or amended by special conditions set out in a document negotiated and signed by AE SERVICE.

The contract between AE SERVICE and the Customer is composed of the following contractual documents, listed in descending order of priority:

- The GTCS
- The quote
- The order
- Any supplementary technical specifications.

In case of a contradiction between documents with different positions in the hierarchy, the document assigned higher priority shall prevail.

## 2. ORDER

Unless otherwise specified, the quote sent to the Customer by AE SERVICE is valid for one day from the date on which it was sent.

Acceptance of a quote by the Customer, confirmed by AE SERVICE, constitutes an order in the view of AE SERVICE, subject to the specific provisions of article 4 below when the customer is located outside of the French territory. However, if AE SERVICE begins executing the order at the request of the Customer, the execution undertaken in this manner shall constitute acceptance of the quote by the Customer and confirmation of the order, under the terms and conditions set out in these GTCS. The Customer shall not be entitled to modify the order or the quote in any way whatsoever without the prior agreement of AE SERVICE and only in the form of an amendment or written agreement signed by an authorized representative.

AE SERVICE shall be entitled to cancel any order before its delivery date, and shall not be held liable for said cancellation, for example in the event of a price increase imposed by its suppliers and not covered by the variation defined in Article 4 below, or if its own supplier has failed to deliver the products ordered.

AE SERVICE reserves the right to request an advance payment or full payment with the order. The order constitutes a binding commitment which the Customer shall not be entitled to transfer to any other person without the prior agreement of AE SERVICE in writing.

Acceptance of orders by AE SERVICE is based partly on its knowledge of the legal and financial position of the Customer when the order concerned is accepted.

### 3. DELIVERY – ACCEPTANCE

AE SERVICE is authorized to deliver all or part of an order. In case of partial delivery, each delivery may generate a separate invoice. In case of variations in the quantity of products produced, we reserve the right to increase or decrease the quantity to be delivered with respect to the quantity ordered, up to a maximum variation of more or less 10%. The amount of the invoice shall reflect the quantity actually delivered.

Shipments are provided Ex-Works (Incoterms 2020), at the AE SERVICE site of La RICAMARIE (42150), France.

The condition, conformity, absence of any visible defect and number of products shall be checked by the Customer at delivery or when the goods are collected from AE SERVICE premises. Costs and risks related to this check shall be borne by the Customer.

At the written request of the Customer, AE SERVICE may arrange transport for the delivery. In this case, transport is always at the Customer's expense and risk. In this case, in accordance with the provisions of Article L 133-3 of the French Commercial Code, any claim, reservation or disagreement concerning missing and/or damaged products shall be notified by registered letter with acknowledgement of receipt to AE SERVICE within 72 hours of the time at which the products were collected from AE SERVICE premises or delivered by the transporter. The Customer shall be held liable for any loss sustained by AE SERVICE due to non-compliance with this procedure. Further, it shall provide AE SERVICE with any evidence substantiating the defects observed, and AE SERVICE reserves the right to observe or check said defects on site, either directly or via a representative.

In case of non-compliance with the aforementioned conditions, acceptance shall be deemed effective without reservation, and AE SERVICE shall no longer be held liable for any supposed non-conformity of the products. Likewise, any shortcoming with regard to product storage or preservation conditions shall not give rise to a claim or compensation.

Should the Customer express reservations in writing, AE SERVICE shall undertake any action required to lift said reservations as soon as possible, or provide the Customer with a reply explaining why the reservations are not justified.

If the Customer does not make contact or express any reservations in the aforementioned conditions, or as soon as the reservations have been lifted, acceptance of the products shall be deemed to be final. If the Customer does not take delivery of the products immediately on the agreed date and at the agreed place of delivery, and with no obligation incumbent on AE SERVICE to provide formal notice, the Customer shall bear the full cost and all risks arising from storage of the products and may be forced to accept, automatically and without any other formality, the termination of the contract. The Customer shall also be deprived of its right to bring a claim for visible defect or non-conformity.

Any products returned shall be authorized by AE SERVICE beforehand, with the issuing of a Return Merchandise Authorization (RMA) number. Returned products must be in perfect condition, not modified in any way and carefully packaged. The costs and risks related to returned products are always borne by the Customer. No type of claim or return shall release the Customer of its duty to pay all or part of the invoice corresponding to the delivery. If the product delivered has a visible defect or non-conformity duly observed by AE SERVICE, the Customer shall be entitled to a replacement or repair or reimbursement of the product, at the discretion of AE SERVICE, to the exclusion of any other damages.

The delivery time is given for information only and is not binding for AE SERVICE.

Orders shall not be cancelled due to late delivery, and damages and late payment penalties are excluded in all cases.

If the Customer owes a sum of money to AE SERVICE, the latter shall be entitled to suspend or refuse to execute its own obligations under the terms of the contract on that basis.

## 4. PRICES - INVOICING - PAYMENT

Unless otherwise specified on the quote or order, prices are given in euros, pre-tax, and do not include transport costs or the cost of specific packaging required for the products.

The price invoiced is that shown on the AE SERVICE quote, subject to any price variation as defined below.

Unless otherwise stipulated and until confirmation of the order by AE SERVICE, offers are always non-binding, in terms of product characteristics, prices and delivery times.

Unless otherwise stipulated, the product prices correspond to: ex-factory, without packaging, and are based on the economic, social and fiscal conditions applicable to our industry on the date shown on the acknowledgement of receipt.

The prices applied by AE SERVICE are therefore liable to be modified at any time, for example based on variations in the cost of raw materials and currency rates.

In the event of an increase in the price of the raw materials used to make the products, leading to an increase in the price of the products of more than 10% with respect to the prices shown on the order, AE SERVICE shall be authorized to increase the prices in the same proportion as said increase, until the delivery date of the products concerned.

In the event of a variation in the exchange rate, the invoiced price shall be revised based on the currency rate on the day of delivery, for 80% of the pre-tax amount of the order.

For customers located outside of the French territory, **the total amount of the price** of the products must be paid when the order is placed and before any start of performance of the order by AE SERVICE.

In the event of late payment or non-payment, AE SERVICE reserves the right to suspend deliveries until full payment, and to request immediate payment of future deliveries. Further, all the sums owing by the Customer, for whatever reason, shall be due, as of the due date of the first unpaid invoice, and bear interest for late payment at three times the legal interest rate increased by 10 percentage points, with the additional application of a fixed penalty of 40 euros per unpaid invoice, without prejudice to AE SERVICE's entitlement to damages if the recovery costs incurred are higher than the amount of said penalty.

Payments received from the Customer will always be used firstly to settle interest owing due to late payment, and secondly to settle the oldest invoices.

The Customer has 3 calendar days from the date on which the invoice is sent in which to notify any claim concerning the invoices issued by AE SERVICE. On expiry of that time period, invoices shall be firm and final.

Unless otherwise stipulated, invoices shall be paid by bank transfer:

- On receipt of the pro forma invoice issued after submission of the order, for new Customers.
- Within 30 days of the end of the month, on the 10<sup>th</sup> day of the following month, for subsequent invoices.

## **5. INTELLECTUAL PROPERTY**

The Customer undertakes not to intrude, either directly or indirectly, on the property rights of AE SERVICE and/or the manufacturer of the product sold, and agrees for example not to remove any wording concerning the trademarks or property notices of AE SERVICE or the product manufacturer.

Any failure by the Customer to comply with these obligations shall entitle AE SERVICE to terminate the contract immediately and automatically, without prejudice to any damages, one month after the Customer has received a registered letter with acknowledgement of receipt explaining the failings observed, left unanswered.

## **6. PERSONAL DATA**

The Customer's personal data is and shall remain the property of the Customer. AE SERVICE does not have or acquire any rights concerning personal data except, as the case may be, the right to use said data for the purposes of the sales described in these GTCS. Under the contract execution, AE SERVICE shall apply its personal data processing policy, in line with the provisions of the General Data Protection Regulation (GDPR) derived from the French Data Protection Act of 1978 amended.

AE SERVICE undertakes to handle personal data in accordance with the instructions given by the Customer, for the sole purpose of contract execution.

In accordance with the provisions of the aforementioned regulation, AE SERVICE undertakes to take all the measures required to protect the security of information and personal data, namely, to ensure said data is not damaged or shared with unauthorized people; AE SERVICE shall not keep personal data for longer than necessary to carry out its services.

AE SERVICE shall not transfer any personal data outside of France without obtaining prior agreement from the Customer in writing and, as the case may be, setting up all the measures required to regulate said transfer.

## **7. TRANSFER OF OWNERSHIP – TRANSFER OF RISKS**

The Customer becomes the owner of the product after full payment of the price to AE SERVICE. However, risk transfer takes place on the day on which the product is delivered to the Customer, as defined in Article 3 above. The products covered by this contract are sold with a clause which expressly states that transfer of ownership only takes place after full payment of the principal amount and incidentals. The aforementioned provisions do not prevent transfer to the Customer, as soon as the goods are delivered, of the risks of loss or damage of goods subject to reservation of ownership or of any damage they may cause. Consequently, the Customer shall take out insurance against the risks for which it is liable as of the product delivery date.

Until the price has been paid in full, the Customer shall be required to separate the products delivered under this contract and shall not be entitled to mix them with other products of the same type from other suppliers. By default, it is expressly stipulated that the products in the Customer's possession when the reservation of ownership clause is activated are deemed to be those for which payment is outstanding, and AE SERVICE shall be entitled to take them back as compensation for unpaid invoices.

In case of seizure of the products or any other action by a third party affecting the products, the Customer shall notify AE SERVICE without delay to enable the latter to oppose the measure and protect its rights.

The Customer shall refrain from using ownership of the Products as a pledge or assigning said ownership as a guarantee. If the Customer resells the products before payment of the price in full, AE SERVICE shall be authorized to seize the amount of the sale price from the Customer.

## **8. CONFIDENTIALITY**

The Customer undertakes to treat as confidential all documents, models, drawings, sketches, specifications, information, data and other information to which the public does not have access and which it has received from AE SERVICE, or of which it may become aware in the course of execution of the orders.

It shall only share and disclose confidential information to those members of its staff or subcontractors who are directly concerned by the execution of the goods and/or services and bound by confidentiality commitments covering the same scope as those set out in this Article.

The provisions of this Article shall remain in force throughout the execution of this contract and for a period of five (5) years from the product delivery date.

## **9. LIABILITY – INSURANCE**

AE SERVICE undertakes to execute the order using its best resources and under the terms and conditions stated on the order and/or quote sent to the Customer.

However, it is understood that any claim brought against AE SERVICE for whatever reason shall be limited to the pre-tax amount of the order concerned.

In the event of a defect affecting one or more products, observed by the Customer within 7 worked days of the date on which said products were delivered, the Customer shall send written notification to AE SERVICE, containing a precise description of the defect. On receipt of said notification, and if the cause of the defect is not excluded from the guarantee (the list of exclusions is provided below), AE SERVICE may decide either to replace the product(s) concerned, or to return the product(s) to the manufacturer for repair, within a reasonable time frame. Neither the defect nor the time frame shall entitle the Customer to claim damages or cancel the order. The transport costs for the replacement products shall be borne by the Customer if the cause of the defect is not attributable to AE SERVICE. All other proceedings and claims brought against AE SERVICE under the guarantee are excluded, for example repair of direct or indirect damage to people or items other than the products delivered, and compensation for any loss of earnings. The guarantee shall not give rise to any refund by AE SERVICE of any labour costs borne by the Customer.

AE Service shall not be held liable for the consequences arising from any use of the products by the Customer which:

- is not consistent with the purpose of the products, or
- does not comply with the recommendations for assembly or use described in the manufacturer's instructions or those of AE SERVICE, or
- is illegal or unlawful, or,
- results from non-compliant storage or use, normal wear and tear of the product, or results from damage during transport, storage, assembly and /or maintenance, or
- is related to a case of force majeure or exceptional circumstances.

The guarantees set out in this Article are the only guarantees given by AE SERVICE. No other guarantee or submission of any sort whatsoever, whether legal, written, verbal, explicit or implicit, shall apply.

For sales of products acquired from a "broker", i.e., a seller of second-hand equipment items, expressly accepted by the Customer, AE SERVICES provides no guarantee other than the number of products sold, and the Customer waives any right to bring a claim against AE SERVICE for any reason.

AE SERVICE has taken out and undertakes to keep in force all the insurance policies required to cover any liability which could, depending on the circumstances, be assigned to it.

## **10. FORCE MAJEURE**

By express agreement between the parties, the following events shall be deemed to constitute a case of Force Majeure: any unavoidable and unforeseeable event, or any event which, while foreseeable, caused the affected party to suffer effects it was unable to prevent. This includes the following events, it being understood that this list is not exhaustive: war (declared or undeclared), invasion, rebellion, blockade, sabotage, vandalism, full or partial strike, social unrest which is outside the control of the party affected by the case of Force Majeure, civil unrest, extreme weather, natural disaster, fire, epidemic, obstruction of means of transport or supply, failure of the power supply, telecom network, data transport, satellite failure, etc.

## **11. APPLICABLE LAW-DISPUTES**

These terms and conditions of sale, and the orders, are subject to the laws of France, with the exception of the 1980 Vienna Convention on the International Sale of Goods.

The parties shall attempt to reach an amicable settlement to any disagreement between them concerning the validity, interpretation and execution of this contract. If no amicable solution is found, the parties allocate jurisdiction exclusively to the competent court of the Lyon Court of Appeal. This clause shall apply even in the case of urgent proceedings, incidental claims and proceedings involving several defendants, and regardless of the payment method and terms.