

**ARTICLE 1 - PURPOSE**

The purpose of this document is to determine the system for the sale of devices and material as well as the system for deliveries, by ATEQ, hereinafter referred to as the Vendor.

These General Sales and Delivery Conditions prevail over any general purchasing conditions or other terms issued by the Buyer. Any additional, different or conflicting terms are expressly rejected and deemed null and void, unless expressly agreed in writing and signed by the Seller. The performance of an order shall not be construed as acceptance of the Buyer's terms.

**ARTICLE 2 - ACCEPTANCE, PRICE, VALIDITY, CANCELLATION OF ORDERS**

1. The Vendor shall only be legally bound and the sale made, even with the existence of prior estimates or offers, at the time when the Vendor explicitly accepts a Client order. This shall be understood to mean the date of the Client's receipt of the acknowledgement of receipt of the order from the Vendor.

2. The prices shown in offers, estimates and catalogues, general price lists or other Vendor documents of a promotional nature shall not be contractually binding in any way until the date of the acknowledgement of receipt of the order.

3. The acceptance of the Vendor's offer or estimate, arising from the receipt of the Client's order, shall presume the acceptance of the present conditions, unless otherwise agreed in writing between the two parties. Therefore, any amendments or additions to these conditions must, to be valid, be accepted in writing by one party or the other.

4. No order can be cancelled, for any reason whatsoever, without the written consent of the Vendor, which reserves the right to request compensation from the Client, in accordance with the applicable legislation, regulations and jurisprudence.

5. With regard to additional supplies and services, the prices and the new deadlines shall be specifically discussed between the Vendor and the Client.

6. The Vendor reserves the right to modify the price of an order, even during its execution, in the event of the occurrence of circumstances requiring a repercussion on the price of the order, such as, in particular, a sudden increase in the cost of raw materials, energy, labor, or customs taxes, making the service for which it is responsible significantly more expensive. In such case, the Client will be given the opportunity to cancel the order within five (5) business days of the new price proposal. Such cancellation shall not entitle the Client to compensation and/or damages.

7. Unless otherwise stated in the proposal, our prices shall be understood to be exclusive of tax, ex-works LES CLAYES SOUS BOIS (Yvelines – France).

**ARTICLE 3 - DELIVERY DEADLINE**

1. Unless otherwise stated in writing and accepted by both parties, delivery shall be deemed to have been made at the Vendor's warehouse or that of its suppliers, as applicable, pursuant to the notification of the Client that the goods are available.

2. Delivery deadlines shall only commence as of the sending of the acknowledgement of receipt of the order by the Vendor.

3. Delivery deadlines shall be respected by the Vendor to the fullest possible extent. However, a late delivery shall under no circumstances justify the cancellation of an order. Furthermore, in the event of a late delivery, if any special agreements stipulate penalties, these penalties shall under no circumstances exceed 5% of the workshop or warehouse value of the equipment that is the subject of the late delivery. A penalty may only be applied if the Client has been notified by the Vendor, in writing, at the time of order, and confirmed two weeks prior to the scheduled first

delivery date (or the date of full delivery), of its intention to apply said penalty.

4. The Vendor shall, however, be released of any commitment relating to delivery deadlines:

a) In the event that the payment conditions have not been met by the Client, especially with regard to supplies for which a deposit is payable upon receipt of the acknowledgement of receipt of the order;

b) In the event that information provided by the Client is not received in good time;

c) In the event of force majeure, such as the partial or full strike of the Vendor's staff or its suppliers or sub-contractors, or an interruption, delay or strike in public transport or services, in France or abroad affecting delivery: war, epidemic, requisition, fire, flooding, the rejection of important parts during manufacture, serious machining or manufacturing accidents;

d) Under any circumstances or in any events where the responsibility for the delay is not fully incumbent upon the Vendor. This latter shall keep the Client informed in good time, in the event of any circumstances or events of this kind.

5. Payment for supplies cannot be deferred or amended because of the penalties.

**ARTICLE 4 - PACKAGING, TRANSPORTATION, CUSTOMS, INSURANCE**

1. Each device is delivered in its original packaging. The Vendor accepts no responsibility in the event of the re-use of the packaging by the Client for other purposes.

2. The Client shall be responsible for checking the state of the goods upon their arrival to enable the Vendor to enter into any potential recourse against any primary responsible party.

**ARTICLE 5 - PAYMENT CONDITIONS**

The Vendor's invoices are payable to its head office at CLAYES SOUS BOIS (Yvelines - France) and unless other specific written conditions accepted by both parties are stipulated, the payment conditions are as follows:

1. Amount of the order:

a) Order with a value below EUR 10,000:

- Net at 30 days after the date stated on the invoice

b) Order with a value over EUR 10,000:

- 30% upon receipt of the acknowledgement of receipt of the order, upon request of a deposit;
- the balance at the completion of the delivery, net at 30 days from the date stated on the invoice. However, in the case of a partial delivery, a partial invoice will be drawn up for the delivered equipment, payable net at 30 days from the aforementioned partial invoice.

2. Commercial papers (bill of exchange accepted or promissory note) must be drawn up or returned following acceptance upon receipt of the Vendor's invoice.

3. In accordance with law no. 92-1442 of 31 December 1992, it is stated that a discount of 0,2% is granted for cash payment. As of the due date, a late-payment interest charge equal to EURIBOR +2.5% shall be applied to the amount of the invoice. Notwithstanding this, any protest, return of commercial paper that is not accepted or any delay in the payment of a single invoice shall give the Vendor the ability to demand the immediate payment of all amounts which may be owed to it, even amounts which have not reached their due date, following a formal notice sent by post.

4. Furthermore, in the event of non-payment at any due date, the Vendor shall also have the ability, 8 days after the notification by registered letter, to suspend the execution of orders made, or to



terminate the sale, without prejudice to any damages and interest which may be owed to it.

#### ARTICLE 6 – RESERVATION OF TITLE

The Vendor reserves the ownership of the goods sold until the effective collection of the entire amount of the principal price and any ancillary amounts. The Client shall consequently refrain from reselling the goods before it has made full payment for them. Failing to pay at any due date may lead to the goods being reclaimed without prior notice. Upon delivery, the Client assumes the risk of loss or damage to these goods, as well as responsibility for any damage which may be caused to them.

#### ARTICLE 7 - GUARANTEE

1. In general terms, the Vendor's equipment is guaranteed for two years. However After-Sales services are guaranteed for six months. The guarantee is applicable from the time of delivery or the end of assembly works (in the event that these works are performed by the Vendor), against all physical defects and manufacturing faults. It shall be the responsibility of the Client to prove the existence of these defects and faults.

2. This guarantee is limited either to free repair at the warehouses or factories of the supplier or the Vendor, with shipping costs payable by the Client, or to the free replacement of parts acknowledged as being faulty by the Vendor's technicians, whose travel and associated costs shall remain payable by the Client. The guarantee does not extend to the repair of damage other than that directly affecting the goods sold, thereby not covering loss of usage, loss of profits, potential additional operating costs. This list is not exhaustive.

3. This guarantee may not be invoked by the Client when faults arise through the failure to comply with the conditions of use, operation, maintenance, even temporary, or resulting from the poor condition of the Client's premises, permanent or accidental humidity, fire, flood, or any cause arising from a natural disaster or a case of force majeure, and more generally, any damage not caused by normal usage of the installation.

4. Damage or malfunction occurring prior to an invoice being settled may under no circumstances lead to a delay in payment or the cancellation of the order.

5. Damages and interest. The Vendor's responsibility is strictly limited to the obligations set out above and it is explicitly agreed that the Vendor shall not be bound by any compensation.

#### ARTICLE 8 - MAINTENANCE AND AFTER-SALES SERVICE

Normal maintenance of the equipment is not included in the guarantee detailed in Article 7 above, and gives rise to a special agreement, which shall include the reimbursement of travel and associated costs. After-sales service provided by the Vendor outside the scope of the guarantee shall be subject to the pricing conditions applicable at the time of the provision of services.

#### ARTICLE 9 - PROTECTION OF THE ENVIRONMENT AND END-OF-LIFE OF ATEQ DEVICES SOLD

In order to limit the waste of raw materials, to protect the environment and human health by avoiding the dispersion of polluting substances contained in certain equipment in nature, the customer is obliged to hand over the equipment to an ATEQ employee or to ATEQ agencies by post at the expense of ATEQ, which will handle it at its own expense, in accordance with Decree No. 2014-928 of August 19, 2014 on waste electrical and electronic equipment and used electrical and electronic equipment.

The unique identifier FR005417\_057IWF attesting to the registration of ATEQ in the register of producers in the EEE sector,

in application of art. L.541-10-13 of the Environmental Code, has been allocated by ADEME. This identifier certifies ATEQ's compliance with its obligation to register in the register of producers of Electrical and Electronic Equipment and the completion of its marketing declarations with ecosystem.

#### ARTICLE 10 - STUDIES, PROJECTS, EXPERTISE

Studies, projects and documents of all types submitted or sent by the Vendor or its representatives shall remain both its physical and intellectual property. They may not be reproduced, communicated or executed without its written authorisation and must be returned to it upon request.

#### ARTICLE 11 – APPLICABLE LAW AND JURISDICTION

The order and its consequences are governed by French law. The Courts of the place of the Vendor's Head Office shall, by explicit agreement, be the only Courts competent to deal with any dispute regarding a supply or its payment, regardless of the accepted method of payment, and even in the event of the introduction of third parties or multiple defendants, and the stipulation of the place of payment or delivery. The acceptance of agreements shall not change this explicit attribution of competence and jurisdiction.

#### ARTICLE 12 – CONFIDENTIALITY CLAUSE

ATEQ is bound by a strict confidentiality obligation with regard to information received from its customers (orders, plans, etc.). Technical or commercial information resulting from the implementation of an order may never be communicated to any other party. ATEQ undertakes to ensure that its personnel respect this obligation.

#### ARTICLE 13 – PROTECTION OF PERSONAL DATA

ATEQ complies with all applicable data protection laws. In accordance with Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, ATEQ sets up the processing of personal data for the purpose of selling and delivering its products and services.

#### ARTICLE 14 – COMPLIANCE

Client confirms, agrees with and guarantees compliance with ATEQ's Sanctions and Export Control Terms in Appendix, which are an integral part of the present General Sales and Delivery Conditions.



## Appendix to General Sales and Delivery Conditions Sanctions and Export control

This Sanctions Compliance Appendix ("Appendix") forms an integral and indivisible part of the General Sales and Delivery Conditions (GTC) by and between ATEQ SAS ("ATEQ") and the customer / Client / Supplier / Service Provider / Vendor / Lessor / Lessee / Partner / Agent / Affiliate / Subcontractor, ("Company"), all referred as the Parties. Acceptance of the GTC by means of the purchase order constitutes acceptance of this Appendix.

### 1. Definitions

For the purposes of this Appendix, the following terms shall have the meanings ascribed to them below:

**Affiliate:** means, with respect to any natural or legal person, another natural or legal person directly or indirectly Controlling, Controlled by or under common Control with such person.

**Control:** means the possession of the power to direct the management and policies of a natural or legal person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise as defined in the EU Best Practices for the effective implementation of restrictive measures. The terms "Controlling", "Controlled" and "under common Control" shall be construed accordingly.

**Ownership:** means the direct or indirect possession, individually or in aggregate, of 50% or more of the proprietary rights of a legal person or having majority interest in it. The term "Owned" shall be construed accordingly.

**Sanctions and Export Control Laws:** means any applicable laws or regulations implemented and/or enforced by any Sanctions and Export Control Authority which impose economic, financial or trade sanctions measures, including but not limited to: (a) any sanctions regulations issued by the European Union; (b) any export control regulations adopted by the European Union, including the Council Regulation (EC) No. 2021/821; (c) the regulations and executive orders issued or administered by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC"); and (d) any export control regulations adopted by the United States, including, the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR").

**Sanctions and Export Control Authority:** means any competent authorities of:

- (a) the United States of America;
- (b) the European Union;
- (c) the Republic of France; and
- (d) any other countries relevant for the performance of this Appendix.

in charge of the enactment, administration, implementation and enforcement of Sanctions and Export Control Laws.

**Sanctioned Person:** means (a) any natural or legal person that is the target of any Sanctions and Export Control Laws or (b) any natural or legal person that is directly or indirectly Owned or Controlled by one or several person(s) designated under (a) above.

### 2. Compliance with Sanctions and Export Control Laws

2.1. The Parties hereby acknowledge and agree to comply, at all times, with all Sanctions and Export Control Laws.

The Parties shall not engage in any transactions or business dealings that violate any Sanctions and Export Control Laws, especially any transactions or business involving comprehensively sanctioned countries, including but not limited to, (i) Iran, (ii) North Korea, (iii) Belarus, (iv) Russia, and (v) the occupied territories of Ukraine (Crimea, Sevastopol, Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine), in violation of Sanctions and Export Control Laws. This list of countries is not exhaustive and changes regularly.

2.2 The Parties acknowledge and agree to monitor any amendment to Sanctions and Export Control Laws and to immediately comply with them.

2.3 Each Party represents to the other, as at the date hereof, that neither it, the corporate entity it represents, nor any of its executives or shareholders is a Sanctioned Person, nor that it is acting at the direction or on behalf of a Sanctioned Person.

2.4 In the event the execution of this Appendix is subject to export or import restrictions, and notwithstanding any other provisions of this Appendix, each Party shall be responsible for obtaining any relevant export, import, re-export/re-transfer license and/or authorisation in compliance with Sanctions and Export Control Laws.

Each Party shall provide the other with any information, declarations or certifications required by Sanctions and Export Control Laws and all information and/or documents necessary to obtain and to comply with any license and/or authorisation requirements.

Each Party undertakes to abide by the content of any granted license and/or authorisation, including, but not limited to specific end-use/end-user and provisions/conditions. Prior to any change in the end-use/end-user or transfer to any third party, each Party engages to notify the other such modification or operation.

2.5 If, at any time after this Appendix has become effective, (i) a Party [or any of its Affiliates] becomes a Sanctioned Person or (ii) the performance of a Party's obligations under this Appendix would constitute a breach of Sanctions and Export Control Laws (each a "Sanctions Event"), then any Party shall promptly notify the other Party and the Parties shall, to the extent permitted by Sanctions and Export Control Laws, consult with each other with a view to mitigating the effects of such Sanctions Event.

2.6 The Party that has not become a Sanctioned Person as per (i) above or, the Party whose performance under this Appendix would constitute a breach of Sanctions and Export Control Laws as per (ii) above, shall have the right to suspend, without liability, the performance of its obligations under this Contract at any time following the occurrence of a Sanctions Event.

2.7 If the performance of the obligations of the Parties cannot be lawfully resumed after the occurrence of a Sanctions Event, then either Party may terminate this Contract at any time without any liability towards the other Party, upon notice to the other Party. In case of any disagreements as to the Company's compliance with Article 2, the Company, at its own expense, shall provide to ATEQ a legal opinion from a reputable law firm approved by ATEQ, clarifying the status of the foregoing.

2.8 The Parties shall conduct due diligence to ensure that they do not engage in any transaction that requires export or re-export licenses under any Sanctions and Export Control Laws without first obtaining such licenses, where applicable.

2.9 The Parties agree to provide all necessary information and documentation to each other to enable compliance with the Sanctions and Export Control Laws. This includes but is not limited to, providing end-use and end-user information when necessary for export compliance purposes. The Company represents that all the information and documentation shared by the Company to ATEQ, as part of the on-boarding and monitoring processes, are true, accurate, complete and not misleading in any way and was provided without omission of any material information.

### 3. Non-Re-Export Clause

3.1 Without prejudice and in addition to Article 2 above, the Company shall not sell, export or re-export, directly or indirectly, to Russia/Belarus or for use in Russia/Belarus any goods or technologies supplied under or in connection with this Appendix that fall under the scope of Article 12g of Council Regulation (EU)



No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.

3.2 The Company shall not sell, transfer, license or sublicense any intellectual property rights or trade secrets vested in, or related to, such Products and/or Services supplied thereunder or in connection therewith, or use them in connection with common high priority items as listed in Annex XL to Council Regulation (EU) No 833/2014 that are intended for sale, supply, transfer or export, directly or indirectly, to Russia or for use in Russia.

3.3 The Company shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3.4 The Company shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

3.5 Any violation of this article 3 shall constitute a material breach of this Appendix, and ATEQ shall be entitled to (i) suspend and/or terminate, without any liability, this Appendix with immediate effect and (ii) any remedies at law or otherwise such as any indemnification for losses arising out of or in connection with the violation.

3.6 The Company shall immediately inform ATEQ about any problems in applying this clause and possible non-compliance with the above paragraphs.

#### **4. Auditing Obligations**

4.1 The Company shall conduct regular audits to ensure compliance with Sanctions and Export Control Laws. The results of such audits shall be communicated to ATEQ upon request.

4.2 Alternatively, ATEQ reserves the right to conduct its own audits to verify compliance with Sanctions and Export Control Laws. The Company shall cooperate fully with any such audits conducted by ATEQ.

#### **5. Reporting Obligations**

5.1 ATEQ and the Company shall promptly report any actual or suspected violations of Sanctions and Export Control Laws to the appropriate authorities, as required by law.

5.2 ATEQ and the Company shall cooperate fully with any investigations or inquiries related to potential violations of Sanctions and Export Control Laws.

5.3 ATEQ and the Company shall immediately report any changes in the ownership structure and/or the controlling directors.

#### **6. Annual Compliance Certification**

The Company shall provide annual certification to ATEQ affirming compliance with the terms of this Appendix and all Sanctions and Export Control Laws. The certification must be signed by an authorized representative of the Company.

#### **7. Entire Agreement**

7.1 This Appendix is an integral part of the GTC between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether written or oral, relating to such subject matter.

7.2 If any provision of this Appendix is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **8. Modification**

No modification or amendment to this Appendix shall be valid unless in writing and signed by both Parties.

# PRIVACY AND LEGAL NOTICE:

ATEQ is a registered trademark of ATEQ ZI des dames, 15 rue des dames 78340 Les Clayes Sous Bois France. The ATEQ brand is also registered or in use in various other countries.

## **PATENTS:**

ATEQ products and components are protected by various international patents.

## **DISCLAIMERS:**

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## **ATEQ**

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Pursuant to Article 27 of Law No. 78-17 of 6 January 1978, you have at any time the right to access and correct data concerning you. This right may be exercised by mail or email to: [info@ateq.com](mailto:info@ateq.com)

## **Hosting**

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