

## General Terms and Conditions of Sale G4 SOURCING

### 1. Content and scope of application

The following General Terms and Conditions of Sale (hereinafter called the GTCS) were originally drafted in French and subsequently translated into English. The English version of these GTCS shall serve as a basis for the parties to work together. Nevertheless, in the event of a dispute between the parties as to the interpretation of any clause contained in the English version of these GTCS, the French version shall be used to resolve such dispute.

The present GTCS apply to all Product sales by G4 Sourcing (hereinafter referred to as SELLER) to its customers (hereinafter referred to as BUYER), in France and overseas, unless specific conditions are agreed to by the parties prior to the order. Therefore, the placing of an order by a BUYER implies unreserved acceptance by the latter of the present GTCS, unless the SELLER grants special conditions to the BUYER in writing.

Placing an order of any Product implies full and unreserved acceptance of these GTCS by the BUYER and shall prevail over any other document the BUYER may possess, in particular over any General Conditions of Purchase, unless otherwise specifically agreed upon in writing by the SELLER.

Any and all other documents issued by the BUYER or the SELLER other than the present GTCS (in particular catalogues, prospectuses, advertising, brochures, etc.), regardless of the medium in which they are presented, are only of informational and non-binding value.

The present GTCS are made available to all BUYERS who request to receive them, with the purpose of enabling orders to be placed with the SELLER, prior to the conclusion of a single agreement, as referred to in Article L. 441-7 of the French Commercial Code, within the legal deadlines.

The SELLER reserves the right to deviate from some of the clauses herein, depending on the negotiations conducted with the BUYER, by establishing special terms of sale.

The SELLER also reserves the right to establish general product-specific terms of sale, derogating from the present GTCS, depending on the type of client considered and according to criteria which shall be objective at all times. Customers meeting these criteria will then have these general product-specific terms of sale applied.

The present GTCS are applicable until 12/31/2022.

### 2. Intellectual Property

All technical documents, products and photographs made available to our BUYERS shall remain the exclusive property of G4 Sourcing, the sole holder of the intellectual property rights in relation to these documents, and must be returned upon request.

The BUYERS undertake not to make any use of these documents that may infringe on the industrial or intellectual property rights of the SELLER and undertake not to disclose them to any third party.

### 3. Orders

#### **3.1 Definition**

A sale shall only be deemed complete after the SELLER has expressly accepted the BUYER's order in writing. By 'order' it is meant any order comprised by our Products as per our price list, accepted by the SELLER and accompanied by the payment of any deposit foreseen in the purchase order.

A proof of receipt does not constitute acceptance of an order. It merely reflects the BUYER's purchase order in the SELLER's system. Final acceptance of an order shall only occur once the Products are physically in the SELLER's stock and are approved during their incoming inspection.

It is the BUYER's responsibility to ensure the accuracy of the order and to provide all relevant information within forty-eight (48) hours thus enabling the SELLER to fulfill the contract, resulting in the delivery of the Products / provision of the Services.

#### **3.2 Modification**

Orders placed with the SELLER are irrevocable (non-cancelable, non-returnable (NC/NR)) to the BUYER, unless accepted in writing by the SELLER.

Any request for modification in the composition or volume of an order made by a BUYER may only be considered by the SELLER if the request is made in writing, including by email, and is received by the SELLER no later than forty-eight (48) hours after the SELLER's reception of the original order. The request for modification shall remain subject to the express written acceptance of the SELLER, as with any sale.

Should the BUYER modify the order, the SELLER shall be released from the agreed upon deadlines for the fulfillment of the order.

### **3.3 Product packaging**

The BUYER expressly agrees to any unpacking/repacking of the ordered Products in generic packaging to meet the deadline requested by the BUYER.

Therefore, it is the responsibility of the BUYER to check, on the one hand, if the packaging is suitable and, on the other hand, if the Products are facing in the right direction and are in the right position before assembly and/or use.

## **4. Delivery**

### **4.1 Delay**

The terms of delivery provided to the BUYER are given only as an approximate indication, since they depend on the usual logistical lead time, on the production schedule of the manufacturers, on the availability of the transport companies and on the chronological order of arrival of the purchase orders. The SELLER shall strive to respect the delivery time agreed upon acceptance of the order, according to the logistical lead time applicable in the industry, and shall endeavor to fulfill the orders, except in cases of force majeure, or in circumstances beyond the control of the SELLER, such as strikes, meteorological, epidemiological, ecological, political, economic, technical events, among others that may delay the supply of Goods.

In case of delay due to such an occurrence, the delivery deadline shall be extended by a period equivalent to the time lost due to the delayed delivery, without such extension resulting in any liability or penalty for the SELLER.

Should the Products and/or Services be delivered in installments, each delivery shall constitute a separate contract and failure by the SELLER to deliver one or more of the installments in accordance with these GTCS, as well as any claim by the BUYER in respect of any such installment, shall not be grounds for the BUYER to reject subsequent deliveries.

### **4.2 Risk and property**

The risk of damage or loss of the Products shall pass to the BUYER at the time of dispatch from the SELLER's premises.

If the Products are destroyed or damaged whilst in the possession of the carrier, it shall be considered that the SELLER's obligations have been fully complied with.

Notwithstanding delivery and passing of risk in the Products, or any other provisions of these conditions the property in the Products shall not pass to the BUYER until all sums due or owing by the BUYER to the SELLER on any account have been paid with cleared funds, regardless of the date of delivery.

Consequently, should a payment be made after delivery, the BUYER undertakes to insure, at the BUYER's expense, through an insurance policy in favor of the SELLER, all Products against the risks of loss and damage due to unforeseen circumstances.

The BUYER shall keep the Product under the custody of the SELLER and shall keep the Product separate from the possessions of the BUYER and third parties, properly stored, protected, insured and identified as the SELLER's property. However, the BUYER may resell or use the Product within its ordinary course of business. At any time, The SELLER may require the BUYER to return the Product to the SELLER and, if the BUYER fails to do so, the SELLER may immediately and on demand enter upon any premises of or under the control of the BUYER where the Product is stored and repossess the Product, upon obtaining prior judicial authority to do so.

The BUYER must indemnify the SELLER for any damages that occur after the Products are repossessed. The BUYER may not compromise or encumber the Products as security for the payment of any debt, and the Products must remain the property of the SELLER. Should the BUYER do so, all sums owed to the SELLER by the BUYER must immediately be due and payable. The BUYER shall undertake to timely draft, sign and provide any and all documents (including, but not limited to, financial documents) that the SELLER may reasonably request in order to transfer, create, perfect, preserve, protect and enforce these provisions.

### **4.3 Transportation**

Unless otherwise agreed upon in Writing between the BUYER and SELLER, the Products shall be delivered ex-works - EXW - (as defined in Incoterms 2020), departing from the SELLER's premises.

The BUYER shall be held responsible for the cost of the service charged by the carrier, as well as for customs clearance or any other related services. Under the terms and conditions of sale of most carriers, the SELLER is to be held jointly responsible for any invoices not paid by the BUYER. The SELLER reserves the right to claim indemnification from the BUYER in the event of eventual suspension of service by the carrier and the refund of any sum paid in advance, incremented or otherwise, as a consequence of non-payment by the BUYER.

The carrier shall not be deemed to be a representative of the SELLER.

It is the responsibility of the BUYER, in case of shortage or damage to the Product, to make all necessary arrangements with the carrier.

It is up to the BUYER, in case of missing parts or damage to the Goods delivered, to express reserves to the carrier. Any Product not subject to reservations by registered letter with AR within three (3) days of receipt from the carrier, in accordance with Article [L. 133-3](#) of the French Commercial Code, with a copy addressed simultaneously to the SELLER, shall be considered accepted by the BUYER.

#### 4.4 Reception

Shipments are deemed to have been accepted by the BUYER as soon as they are received at the BUYER's premises.

Notwithstanding the provisions to be made by the BUYER to the carrier as described in Article 4.3, in the event of any visible defects or missing Goods, any claim, whatever its nature, relating to the delivered Products, shall only be accepted by the SELLER if made in writing and by registered letter with acknowledgment of receipt, within the time limit of 5 (five) days provided for in Article 4.3. Any reservations shall be confirmed under the conditions stated above. It is up to the BUYER to provide all the justifications as to the reality of these defects or missing Goods.

The BUYER shall be responsible for the strict control of the amount delivered within 5 (five) days **following the reception of the Product**.

The BUYER's unreserved acceptance of the Products ordered shall encompass any apparent defects and/or missing Goods.

Any claim made by the BUYER under the conditions and in accordance with the methods described in this article shall in no way be grounds for suspending payment by the BUYER for the Goods in question.

The SELLER's responsibility may under no circumstances be questioned for incidents during transportation, such as destruction, damage, loss or theft, even if the SELLER has chosen the carrier.

Failure to comply with these obligations will result in the termination of the SELLER's warranty.

#### 4.5 Return policy

It is hereby expressly stated that the SELLER supplies Products from a variety of different Sellers such as manufacturers, official distributors, resellers or independent buyers.

Some Products supplied may be old, lack traceability or have had their lot numbers removed. No returns shall be accepted on these grounds. The ever-changing market conditions may cause the SELLER to switch to another supplier and opt for this type of Product, due to lack of availability of recent traceable products in the desired time frame.

**If the BUYER has any particular requirements regarding the lot number or date code, the origin of the products, the traceability of the products, the provision of such traceability upon shipment, or the manufacturer's warranty, it is the BUYER's responsibility to unambiguously state such expectations or possible exclusions on the purchase order.**

Nevertheless, the SELLER guarantees that the products have at least been acquired from an authorized vendor and have been inspected upon receipt according to the industry's standard quality criteria.

The BUYER shall not return any Goods without the SELLER's expressed written and prior consent, which may be provided by fax or e-mail.

Any request for return, regardless of the reason, must be submitted within 5 (five) days of receiving the Goods and shall require a Return Merchandise Authorization (RMA) from the SELLER.

The BUYER has 5 (five) days to proceed with the shipment of the Products authorized for return, from the moment of obtaining the RMA number provided by the SELLER.

Products that are accepted for return must be returned in their entirety, properly packaged in their original packaging and meet the Minimum Packaging Quantity (MPQ). Failure to meet this requirement may cause the SELLER to readjust the amount to be credited to the BUYER's account.

The BUYER is hereby expressly informed that the SELLER reserves the right to charge a restocking fee, set at a flat rate of 30% of the selling price, in the event that the aforementioned return conditions and instructions are not met, as well as in all cases where the cause of the return of the products may not be attributed to the SELLER.

Should any excess Goods be shipped, the BUYER has the option to return the Goods at the SELLER's expense, or to retain the Goods (subject to adjustment in the billed price to account for the excess items).

The SELLER will only bear the costs of the returned goods if an apparent defect or missing items is in fact identified by the SELLER or a representative of the SELLER. Only the carrier chosen by the SELLER is authorized to return the products in question. Should an apparent defect or missing item be found by the SELLER, the BUYER may be provided, under the same conditions, with a replacement and/or additional items, provided they are available, to compensate for the missing items without the BUYER having the right to claim any compensation or cancel the order. In lack of availability, a credit note with a validity period of 6 (six) months from the time of emission shall be provided to the BUYER.

#### 4.6 Suspension of deliveries

Should an overdue invoice fail to be paid after formal notice and within 48 (forty-eight) hours, the SELLER reserves the right to suspend all current and/or future deliveries.

#### 4.7 Delivery subject to cash payment

Any order that the SELLER agrees to undertake takes into account that the BUYER has sufficient financial guarantees to effectively pay the sums due when due, in accordance with the law. In addition, if the SELLER has any substantial reason to be concerned about whether the BUYER may have payment difficulties upon placing the order and onwards, or if the BUYER fails

to provide the same guarantees as at the time of acceptance of the order, the SELLER may subject the acceptance of the order and subsequently its fulfillment to the payment in cash or the provision of guarantees by the BUYER in favor of the SELLER. The SELLER also reserves the right to require the BUYER to disclose any accounting documents, in particular profit and loss records, even if provisional, prior to acceptance or during the execution of any order, allowing the SELLER to assess the solvency of the BUYER. Should the BUYER refuse to pay in cash, failing to provide satisfactory guarantees, the SELLER has the right to refuse to honor the order(s) placed and to deliver the goods in question, with no possibility for the BUYER to claim an unjustified refusal of sale, or to claim any compensation whatsoever.

## **5. Refusal of order**

Should a BUYER place an order with the SELLER while having not paid for the previous order(s), the SELLER may refuse to fulfill the order and to deliver the goods in question, without the BUYER having the right to claim any compensation for any reason whatsoever.

## **6. Price list/ Prices/ Currency indexation**

### **6.1 Price list**

The current price list may be revised at any time, after prior information to our Buyers. Any modification of the price list will be automatically applicable from the date indicated in the new price list.

### **6.2 Prices**

All prices are determined according to the price list in effect on the day of order placement. Not included in the prices are any transportation or insurance costs, duties and taxes, including value added tax (VAT). The BUYER undertakes to pay these additional costs unless the SELLER agrees in writing that the sale will be exempt from these costs. The BUYER shall compensate the SELLER for any liability for payment of taxes in connection with the sale and any liability to collect or withhold such taxes, including any penalties and interest on said taxes. Transportation costs and taxes shall be stated on the SELLER's invoice, where applicable, as separate items.

The prices of the Products are those agreed upon by the SELLER after acceptance of the order issued by the BUYER, and confirmed in the invoice issued by the SELLER for said products. The price of a Product which has not yet been delivered may be increased in case there is an increase in the SELLER's costs, changes in market conditions, regulatory changes or any other circumstance beyond the SELLER's reasonable control. Unless otherwise stated by the SELLER, the quotations are valid for a period of 2 (two) days, provided that the Products are not sold during such period. At the end of such period, the SELLER may modify such quotations without prior notice.

### **6.3 Currency indexing**

Should the provided goods be imported, the BUYER expressly acknowledges and accepts that the price indicated on the day of placing the order may be revised, at the time of invoicing, if the currency increases by more than 2%. Such variation is measured between the exchange rate on the day of the offer and the exchange rate on the day of the invoice. In this instance, the indexation will be calculated, based on the Seller's offer, on 100% of the value of the delivered goods, excluding VAT.

## **7. Payment**

### **7.1 Payment term**

The price must be paid within thirty (30) days net from the invoice date, unless otherwise specified in writing by the SELLER.

The SELLER reserves the right to invoice each shipment separately and each shipment shall then be considered as a separate individual contract. The BUYER agrees to pay the SELLER's invoice in full without any deduction or compensation.

Transportation costs from the SELLER's facility to the BUYER's facility shall be paid to the SELLER by the BUYER, in addition to the purchase price of the Product, unless otherwise agreed in writing by the SELLER.

The SELLER reserves the right to set or change any credit or payment terms if the SELLER considers that the BUYER's financial situation or payment history justifies doing so. In the event of late payment, the SELLER shall not be bound to continue to carry out the order or undertake any work under the contract for the delivery of the Goods/Services or under any other contract with the BUYER. In the event of a breach of any obligation by the BUYER to the SELLER or if the BUYER fails to pay for the Goods/Services provided, the SELLER may cancel, suspend or terminate the contract relating to the relevant Goods/Services, without prejudice to any other remedies that may be available.

### **7.2 Methods of payment – Bank charges**

Payments are accepted by bank transfer and by credit card via the PayPal account [contact@g4sourcing.com](mailto:contact@g4sourcing.com)

#### **7.2.1 Payment by bank transfer**

Although no bank charges are billed by the SELLER, the BUYER is obligated to pay all bank charges, regardless of currency. The SELLER will not accept split charges. It is the responsibility of the BUYER to ensure that the selection of "all fees charged to payers" is made at the time of transfer to avoid any additional delays in the fulfillment of the order.

#### **7.2.2 Payments via PayPal**

The transaction fees are fixed at 4.5% in case of payments in Euros and 6% in case of payments in US Dollars (USD).

### **7.2.3 Invoicing**

1. Invoices are issued in euros and US dollars (USD).

For invoices issued in USD, bank fees are generally invoiced by the banking institutions. In case of payment in USD, all bank transfer fees will be charged to the BUYER (no shared fees). In doubt, a bank fee of 35 USD should be charged to the beneficiary.

2. For payments in a foreign currency to a SELLER's account held in Euros, any fees charged by the bank for converting and crediting the SELLER's account shall be fully paid by the BUYER and must be re-invoiced.

In either case, the BUYER will have to pay the balance and/or the refund either through a new bank transfer or credit card via the PayPal account [contact@g4sourcing.com](mailto:contact@g4sourcing.com).

### **7.3 Non-payment**

Any amount, including VAT, that has not been paid by the due date will result in the payment of penalties set at three times the legal interest rate. These penalties are imposed by law and will automatically be debited from the BUYER's account.

The SELLER reserves the right to file suit in the appropriate court to prevent such noncompliance, subject to a daily penalty for each delayed day.

The SELLER also reserves the right to suspend and/or cancel the delivery of ongoing orders.

### **7.4 Recovery fees**

In case of late payment, the BUYER shall owe a flat-rate compensation for recovery costs amounting to 50 USD (or 40 EUR if in Europe), automatically and without prior notice.

In addition, the SELLER shall hold the BUYER accountable of any procedure needed for recovery including, but not limited to, attorneys' fees and costs, with any such expenses to be justified by the SELLER.

## **8. Retention of title**

The SELLER remains the owner of the Goods delivered from the date of delivery until full payment of the full selling price by the BUYER, including principal and ancillary charges, even if a credit term has been agreed upon by the parties. Any opposing clauses, particularly those included in the general conditions of purchase, are deemed null and void, in compliance with Article [L. 624-16](#) of the French Commercial Code.

It is expressly agreed that the SELLER reserves the right to act under this retention of title clause regarding any debts over all of the Products in the BUYER's possession which are conventionally presumed to be unpaid, whereupon the SELLER may repossess or claim them as compensation for any unpaid invoices, without prejudice as to the SELLER's right to terminate any ongoing sales.

The BUYER may only resell unpaid products within the scope of its normal business operations and may under no circumstances pledge or grant a security interest over unpaid inventory. Should the BUYER fail to pay, no reselling of inventory up to the amount of unpaid products shall be permitted.

the BUYER shall immediately notify the SELLER in the event of seizure or any intervention by a third party.

Moreover, should the BUYER fail to pay an invoice when due, the SELLER may demand that the sale be terminated by sending a simple notice of default. Likewise, after sending a notice of default, the SELLER may unilaterally compile an inventory of the products in the possession of the BUYER, and the BUYER hereby agrees to allow the SELLER free access to any of the BUYER's warehouses, stores or other premises, while ensuring that the products can be readily identified.

If insolvency proceedings or liquidation of assets are initiated, all pending orders shall be automatically cancelled, and the SELLER reserves the right to reclaim any goods in stock.

This clause does not prevent transfer of risk of the goods to the BUYER upon handover to the carrier.

The BUYER becomes the custodian and guardian of the goods upon delivery. Should the BUYER fail to pay, and unless he prefers to request the completion of the sale, the SELLER reserves the right to terminate the sale after notice of default and to reclaim the goods delivered, with any expenses related to the return of the goods to be paid by the BUYER, and with any payments made being retained by the SELLER as a penalty clause.

## **9. Warranty and limitation of liability for non-conforming Products**

**As an independent distributor, the SELLER hereby recalls that technical support and manufacturer's warranty are not systematic. The BUYER is hereby warned that it is up to the BUYER to specify, no later than at the time of the order placement, whether the BUYER wishes to purchase products that benefit from the manufacturer's warranty.**

The SELLER warrants to the BUYER that at the time of delivery the Products will conform to the specifications set forth by the manufacturer. The SELLER warrants that the SELLER shall transfer to the BUYER, so long as the SELLER is able to do so, the benefit of any transferable warranty granted by the manufacturer for those Products (always subject to the terms, conditions and limitations of such warranties) and any other rights that the SELLER may have obtained from the manufacturer.

The BUYER must inspect the products upon delivery, and any claim, complaint or dispute related to missing goods and visible defects must be made in compliance with the conditions as follows. Should there be any visible defects, the defective parts shall

be replaced by the SELLER, provided that the alleged defects are verified. The BUYER shall provide proof of the existence of such defects, and the SELLER reserves the right to conduct, directly or indirectly, any on-site inspection and verification.

The BUYER must submit a written claim for defects that were found at the time of delivery and revealed after reception of the products, within five (5) days after the date of discovery of the defect. No claim will be taken into consideration if it occurs more than five (5) clear days after delivery of the products.

The BUYER may not invoke any action for nonconformity after more than 30 days from the delivery of the products. The BUYER expressly agrees by accepting these GTCS that following the expiration of this period, the BUYER may not object to this as a counterclaim for the purpose of defense against a debt collection action initiated by the SELLER.

None of the foregoing warranties are transferable and the SELLER shall not accept returns of Products under warranty, either directly or indirectly, from the BUYER's own Customers or user of the Products. Nothing in these GTCS shall create a contractual relationship between SELLER and BUYER's own Customers.

If a Product or Service does not conform or is in breach of any warranty or condition relating to the quality, suitability or adequacy of the Products or Services, the SELLER's sole obligation shall be, at the SELLER's discretion, to replace the Product (depending upon availability at the indicated price), if the Product is proven to be defective, to provide the Service once again, or alternatively, to refund or credit the BUYER for the price the BUYER has paid for the corresponding Products or Services.

The BUYER is responsible for ensuring that the quality of the products has not suffered as a result of storage and packaging as soon as the products are received and by any means, given that some products are very sensitive to handling, oxidation and/or electrostatic discharges. Defects and deterioration of the delivered products resulting from improper storage and/or conservation and/or use by the BUYER, in particular in the event of an accident of any kind whatsoever, shall not entitle the BUYER to the warranty due by the SELLER.

Similarly, this warranty does not apply to Products that have been used outside the manufacturer's technical specifications.

It is also the BUYER's responsibility to test the products before, during and/or after assembly to ensure proper operation of the equipment on which they are mounted.

In the event that the Goods are claimed to be defective or not in accordance with the terms of the contract under which they were supplied or any express representation or condition or implied warranty or in any other case of any claim relating to the Goods or their defective manufacture, the BUYER's remedies shall in all cases be limited to the application of the manufacturer's warranty (as established above). In no event shall the SELLER be liable for any damages, compensation, costs, expenses or losses of any kind, whether direct or indirect, and any other remedy provided by law is expressly excluded (except to the extent that such exclusion is not prohibited by French law).

THE SELLER SHALL NOT BE LIABLE TO THE BUYER BY REASON OF ANY REPRESENTATION (EXCEPT FRAUDULENT) OR WARRANTY OR CONDITION IMPLIED, OR ANY OTHER TERM OR CONDITION OR ANY OBLIGATION HEREUNDER, FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS, TURNOVER, BUSINESS, CUSTOMERS OR OTHERWISE FOR COSTS, EXPENSES OR OTHER CLAIMS FOR COMPENSATION (WHETHER ATTRIBUTABLE TO NEGLIGENCE OF THE SELLER OR ITS EMPLOYEES OR AGENTS OR OTHERWISE) WHICH MAY ARISE FROM THE SUPPLY OF THE PRODUCTS AND/OR SERVICES OR THEIR USE OR RESALE BY THE BUYER, NOTHING IN THESE TERMS AND CONDITIONS SHALL HAVE THE EFFECT, EVEN BY INTERPRETATION, OF EXCLUDING OR LIMITING THE LIABILITY OF SELLER FOR FRAUD, DEATH OR PERSONAL INJURY ARISING OUT OF THE NEGLIGENCE OF SELLER, ITS EMPLOYEES OR AGENTS.

THE WARRANTY OF NON-CONFORMITY IS THE ONLY WARRANTY GIVEN BY THE SELLER FOR THE PRODUCTS AND SERVICES, AND THE SELLER HEREBY REJECTS AND EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS OR IMPLIED), INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, SUITABILITY FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND WARRANTY OF DEFECTS.

The SELLER shall not be liable for any copyright, design or patent infringement that may result from the sale of the Products to the BUYER. The BUYER's sole remedy for copyright, design or patent infringement shall be against the Manufacturer of such Products. Neither the Seller nor the manufacturer shall be subject to any remedy if the infringement or violation is due to (i) the manufacturer or SELLER having met BUYER's specific requirements other than the manufacturer's standard specifications for the Products; (ii) modifications or alterations having been made to the Product by someone other than the manufacturer; or (iii) the Product having been combined with other items not supplied or manufactured by the manufacturer or SELLER.

IN ANY EVENT, THE SELLER'S LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE PRICE OF THE PRODUCTS AND/OR SERVICES COMPLAINED OF BY THE BUYER,

If the BUYER wishes to make a claim under the above warranties, the BUYER must notify the SELLER within thirty (30) days of receiving the products.

In any case, our BUYERS must provide proof of a product test within 5 days after receipt. Our warranty automatically ceases at the end of this period. Our warranty shall automatically terminate if the BUYER does not notify the SELLER about the alleged defect within five (5) clear days from the discovery thereof. The BUYER shall be responsible for proving the date of such discovery.

Replacement Products are warranted as set forth above. Any Product repaired or serviced by the SELLER is warranted as provided in this clause.

#### **10. Export regulations / Use of the Products**

The BUYER hereby acknowledges to be the recipient of the Goods being delivered by the SELLER. The BUYER further acknowledges that the Products are subject to the export and/or import control laws and regulations of various countries (including, without limitation, the export regulations in effect in France, the EU and/or the USA, including any applicable amendments thereto) and acknowledges that the Products/Services shall not be used for any purpose related to chemical biological or nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity, or for any other purpose, and shall not be resold if it is known or suspected that such resale is intended for any of the above purposes. The BUYER shall comply with all laws and regulations governing the import of the Products and/or Services into the destination country and shall pay all relevant duties.

The BUYER also agrees to strictly comply with all French, European or U.S. export control laws and shall be alone responsible for obtaining any export or re-export licenses that may be required. In the normal course of business, the SELLER distributes the Products purchased and makes absolutely no changes to them prior to selling them to the BUYER. Insofar as possible, the SELLER shall preserve the integrity of the Products, and sell them, in the manufacturer's packaging. The BUYER acknowledges that in all cases the BUYER has knowledge of the origin of the Products and that all orders from the BUYER are issued with such knowledge and at the specific request of the BUYER. The BUYER acknowledges that in selecting and ordering the Products, the BUYER is employing its own skill and judgment. The BUYER further acknowledges that the Products sold by the SELLER are not designed by the manufacturer for use in life support or artificial life support applications, nor in nuclear applications, nor in surgical devices or implants, nor in other applications or products where product failure could result in personal injury, death or catastrophic damage to property.

If the BUYER sells or uses the Products for such applications or fails to comply with any obligations concerning export restrictions, usage of the product or if the BUYER fails to make use of the Products as intended, the BUYER hereby acknowledges doing so assuming all risks, further agreeing to refund the SELLER and Suppliers/Manufacturers, including, but not limited to, any legal costs incurred by the SELLER in connection, for any damages that may result from such sale, use or misuse.

#### **11. Technical assistance and consulting**

Any technical assistance or consulting provided by the SELLER concerning the use of any Products or Services ordered by the BUYER shall be provided free of charge as a service to the BUYER.

The SELLER shall not be responsible for the content of any such technical assistance, advice or the use thereof by the BUYER, and no statement made by any representative of the SELLER with respect to the Products or Services shall constitute, express or implied, a warranty statement. The SELLER's employees or agents are not authorized to make any such representations concerning the Products or Services unless confirmed in writing by the SELLER and countersigned by a manager.

The BUYER acknowledges not to rely on any unconfirmed statement. Any typographical or other error or attribution in any sales document, price list, quotation or invoice may be corrected without liability on the part of SELLER.

#### **12. Force majeure**

Force majeure refers to any unforeseeable, insurmountable event external to both parties that prevents either the BUYER or the SELLER from ensuring all or part of the obligations assumed.

A Force Majeure Event that shall exempt the SELLER from any obligation to meet the initially established deadlines includes, but is not limited to: Strikes of all or part of the SELLER's personnel or usual carriers, fire, flood, war, production stoppages due to fortuitous breakdowns, inability to be supplied with raw materials, epidemics, road closures due to thawing snow, roadblocks, strikes or supply disruptions by utility companies or due to a cause not attributable to the SELLER, as well as any other cause of disturbance that is not attributable to other Sellers.

In such circumstances, the SELLER shall notify the BUYER, the sooner as possible, in writing, including by fax or e-mail. The contract between the SELLER and the BUYER shall thusly be immediately suspended without compensation as of the date of occurrence of the event.

In the event of force majeure, the period of time available to the SELLER to fulfill the contract shall be extended by a period equal to the time lost as a result of the force majeure, without such extension imposing any further liability or penalty on the SELLER. The SELLER may, in its sole discretion, suspend execution, cancel, terminate or modify the terms of the contract for the Products/Services involved, without the BUYER being entitled to claim damages.

#### **13. Privacy and software licensing**

The BUYER shall not contact any Customer or Vendor of the SELLER with respect to the Products or Services purchased from the SELLER, unless otherwise agreed, and shall maintain the confidentiality of the terms of the contract between the parties and not disclose them to any third party. Nothing in this Agreement shall be construed as granting any rights or license to use any software (if any) or other intellectual property related to the Products or for any purpose not expressly set forth in a license agreement executed by the SELLER.

**14. Period of withdrawal**

With the BUYER being considered a purchasing professional within the scope and for the needs of his profession, there is no need to apply the right of withdrawal provided by the French consumer code.

**15. Attribution of jurisdiction**

The SELLER shall designate as legal domicile the Seller's own headquarters.

Any dispute concerning the application of these GTCS, their interpretation, their execution and the sales contracts signed by the SELLER, as well as the payment of the price, shall be brought before the Commercial Court of Montpellier, regardless of the place of order, delivery, payment, method of payment, and even if interlocutory appeal or plurality of defendants.

In addition, in the event of legal action or any other action for the collection of debts by the SELLER, the costs of summons, court, as well as attorney's and bailiff's fees, and all ancillary costs shall be borne by the defaulting BUYER, as well as costs related to or resulting from the BUYER's failure to comply with the terms of payment or delivery of the relevant order.

**16. Relinquishment**

The non-application by the SELLER at any given time of any of the terms herein shall not constitute a waiver of the right to make use of such terms at a later date.

**17. Applicable law**

Any dispute concerning these GTCS, as well as sales governed by them that these contractual stipulations do not address, shall be governed by French law to the exclusion of any other law, and furthermore by the Vienna Convention on the International Sale of Goods.

**18. Complete agreement**

These GTCS, together with the price, quantity and detail of the Products set forth in the invoice issued by the SELLER for such Products/Services, shall constitute the complete agreement between the parties with respect to the supply of such Products or Services and shall not be subject to cancellation or termination by the BUYER except as otherwise stated herein. The provisions of this Agreement supersede any prior oral or written quotation, agreement or other commitment of the parties regarding its subject matter. The SELLER may modify these Terms upon written notice to the BUYER. In the event that any provision of these Terms is held invalid or unenforceable by any court having jurisdiction, such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining Terms, which shall remain in full force and effect. The BUYER shall not assign or transfer any of its rights or obligations under the contract between the BUYER and the SELLER, unless otherwise agreed to in writing by the SELLER.

**19. BUYER's Acceptance**

The present GTCS, as well as the attached price lists and scales concerning discounts, rebates, and reductions are expressly approved and accepted by the BUYER, who hereby declares and acknowledges to be fully aware of them, thus waiving the right to take advantage of any contradictory document and, in particular, of the BUYER's own general conditions of purchase.