

Any order, hereinafter "Order", placed with KELIAS (hereinafter the "Seller") implies the unreserved acceptance by the Buyer (hereinafter the "Buyer") and its full and complete adherence to these general terms and conditions of sale (hereinafter "GTC") which prevail over any other document of the Buyer, and in particular over any general conditions of purchase, unless expressly agreed otherwise in advance by KELIAS. The sale is only deemed to be concluded after express acceptance by the Seller. Any modification of an order must be the subject of a written agreement between the Seller and the Buyer. The GTC apply to all sales of products and services of the Seller (hereinafter the "Product(s)"). The Seller reserves the right to derogate from certain clauses hereof, depending on the negotiations conducted with the Buyer, through the establishment of specific conditions of sale. Consequently, the placing of an order by a Buyer entails the unreserved adherence of the latter to the GTC, except for specific conditions granted in writing by the Seller to the Buyer.

1- GENERAL PROVISIONS

1.1 Commercial information Informations commerciales

The prices, information, visuals, or details appearing on catalogues, notices, brochures, prospectuses, advertisements or scales have only an informative and indicative value, and are not contractual. The Seller reserves the right to make any modification thereto at any time, and without prior notice.

1.2 Communication of the GTC

The GTC are communicated to any Buyer who requests them, in order to allow them to place an order with the Seller. They are accessible on the Seller's website at the address: <https://kelias.fr/>.

1.3 Orders and Order confirmation

The supply includes exactly and solely the Product specified in the estimate and/or on the order confirmation. The sales contract, even in the event of an estimate or prior offer, is only fully formed subject to express acceptance, by the Seller, of the Buyer's Order. In practice, this acceptance is notified in the form of sending an Order confirmation. The weights given in the estimate or contract are only indicative and cannot be the cause of claims or price reductions when the Product is sold at a flat rate. Any request for modification of the composition or volume of an Order placed by the Buyer can only be taken into account by the Seller if the request is made in writing (electronic mail), and has reached the Seller no later than two (2) days after receipt by the Seller of the initial Order. In the event of a modification of the Order by the Buyer, the Seller shall be released from the deadlines agreed upon for its execution. For additional supplies, prices and new deadlines are specially discussed between the Seller and the Buyer. Under no circumstances can the conditions for additional supplies prejudice those of the main Order.

sous-traitants, vendeurs, mandataires ou autres tiers associés agissent conformément à ces dispositions. A la demande du Vendeur, l'Acheteur certifiera sans délai par écrit de sa conformité avec ce qui précède et répondra à toute demande d'audit et/ou de justification documentée. En cas de manquement à cette clause, le Vendeur aura immédiatement le droit de mettre fin à toutes transactions licites en cours avec l'Acheteur, et de rompre toutes négociations, avec effet immédiat et sans indemnité, sans préjudice de toute autre réparation que le Vendeur peut demander à l'Acheteur en vertu de la loi et/ou réglementation.

1.4 Refusal of Order

In the event that the Buyer places an Order with the Seller, without having proceeded with the payment of the previous Order(s), the Seller may refuse to honor the Order and to deliver the Products concerned, without the Buyer being able to claim any compensation whatsoever, for any reason whatsoever.

1.5 Obligation of prior information

The final choice of the Products, as well as their destination and their use, belongs in all cases to the Buyer. KELIAS's duty to advise cannot be implemented without clear, complete, and prior information communicated by the Buyer. In this respect, and prior to any Order, the Buyer undertakes to inform KELIAS of the end use for which it destines the Products, the expected

performances, as well as all the technical, climatic or environmental constraints specific to the installation site. In the event of the Buyer's breach of this obligation, KELIAS's liability can under no circumstances be sought for the Product's inadequacy to the Buyer's needs or constraints.

1.6 Capacity of the Seller and exclusion of subcontracting

In the context of the execution of any Order, the Seller intervenes exclusively in the capacity of supplier of Products and materials. The Seller under no circumstances has the capacity of co-contractor or subcontractor to the Buyer, within the meaning of Law No. 75-1334 of December 31, 1975 relating to subcontracting, whether for the execution of public or private contracts.

2- PRICES AND PAYMENT CONDITIONS

2.1 Determination of the price

Unless otherwise agreed, the Seller's prices are those in force on the day of the Order. Prices are denominated and calculated in euros excluding taxes (HT) and are communicated by the Seller at the Buyer's request. The Seller reserves the right to modify them at any time. In the event of non-compliance with or evolution of these elements in relation to the conditions of the commercial offer, the Seller reserves the right to revise its prices, including in the event of contingencies such as raw material shortages or allocations on components.

2.2 Tariff

The tariff in force may be revised at any time, after prior information to the Buyer. Any tariff modification will be automatically applicable to Orders subsequent to the date indicated on the new tariff.

2.3 Deadline, method and place of payment

Invoices issued by the Seller and addressed to the Buyer are payable in accordance with the bank details stipulated on the invoice. Unless otherwise duly accepted by the Seller, the deadline for payment of sums due to the Seller is set at thirty (30) days from the date of issue of the invoice. The invoice mentions the payment date set by the Seller. Any significant change in the financial or economic situation of the Buyer, even after partial execution of the Order, may entail the revision of the payment conditions, the Seller remaining the sole master of its decision.

2.4 Late payment or non-payment of an installment by the Buyer

Consequently to the late payment or non-payment of an installment by the Buyer, the Seller is authorized at its discretion, after notification to the Buyer, to implement the following non-exhaustive processes, the consequences of which will be entirely borne by the Buyer:

- Suspension of the execution of the Seller's obligations;
- Payment of an indemnity for late payment as provided for by legal provisions; Forfeiture of the unexpired term;
- Suppression of all or part of the specific conditions of sale.

Any sum not paid on its due date shall automatically bear late payment interest equal to the rate applied by the ECB to its most recent refinancing operation plus 10 percentage points. These late payment penalties shall be exigible without a reminder being necessary. To this late payment interest will be added a flat-rate indemnity for recovery costs of forty (40) euros due automatically in the event of an invoice not paid on the due date, as well as all recovery costs duly borne by the Seller due to the late payment and which exceed the indicated amount of forty (40) euros. Any recovery by litigious means against the Buyer, any postponement of the due date, or any unilateral modification by the Buyer of the payment conditions without the Seller's agreement, will result in the application against the Buyer of the same provisions as the non-payment of an installment by the Buyer.

2.5 Action for termination

In the event of non-compliance with these GTC or the specific conditions of sale, the Seller reserves the right to request either the termination of the sale, or specific performance (forced execution).

2.6 Delivery contingent upon cash payment

All Orders that the Seller agrees to execute are done so on the understanding that the Buyer presents sufficient financial guarantees, and that it will actually pay the

sums due on their due date, in accordance with the legislation. Therefore, if the Seller has serious or specific reasons to fear payment difficulties on the part of the Buyer on the date of the Order, or subsequent thereto, or if the Buyer does not present the same guarantees as on the date of acceptance of the Order, the Seller may make the acceptance of the Order or the continuation of its execution contingent upon a Cash payment or the provision, by the Buyer, of guarantees for the benefit of the Seller. The Seller shall also have the right, before the acceptance of any Order, as well as during execution, to require the Buyer to communicate its accounting documents, and in particular the profit and loss accounts, even provisional, allowing it to assess its solvency. In the event of the Buyer's refusal of cash payment, without any sufficient guarantee being proposed by the latter, the Seller may refuse to honor the Order(s) placed and to deliver the Products concerned, without the Buyer being able to argue an unjustified refusal to sell, or to claim any compensation whatsoever.

3- PACKAGING

The packaging is prepared by the Seller, who acts in the best interests of the Buyer. Additional packaging fees may be applied in the event of specific packaging and palletization requested by the Buyer. The sale price may be increased for returnable packaging until the perfect restitution of the returnable packaging. Non-returnable packaging is for processing by the Buyer and is not taken back by the Seller, in the absence of special indication on this subject.

4- DELIVERY

4.1 Delivery and provision

Prices are understood excluding taxes according to the Incoterm Ex Works, unless otherwise agreed between the Seller and the Buyer (ICC 2020). Carriage paid will be granted to any order for an amount equal to or greater than €750.00 excluding taxes for delivery in continental France (excluding overseas departments and regions and Corsica). All costs for express shipping will be entirely borne by the Buyer who requested it. Delivery is made either by direct handover to the Buyer, or by simple notice of availability, or by delivery in the Seller's premises to a shipper or carrier designated by the Buyer or, failing such designation, chosen by the Seller. Deliveries are only carried out depending on availability and in the order of arrival of the Orders. The Seller is, by express agreement, authorized to make deliveries globally or partially.

4.2 Delay in delivery

Delivery times are given for informational and indicative purposes only, these depending in particular on the availability of supplies, carriers, and the order of arrival of the Orders. No delay in delivery can give rise to the application of damages, nor lead to the cancellation of the Order. If specific conditions stipulate penalties, these could in no case exceed 5% of the value of the ordered Product whose delivery is delayed and will be exclusive of any other form of reparation. If, within five (5) days from the date of delivery of the Product or the execution of the Repair Service or the Service, the Buyer does not claim late payment penalties by letter with acknowledgment of receipt, the Buyer will be considered to have waived its rights. The Seller is automatically released from any commitment relating to delivery times if the payment conditions have not been observed by the Buyer.

4.3 Receipt

The liability of carriers is governed by legal provisions. It is the responsibility of the Buyer, in the event of damage to the delivered Products or missing items, to make all necessary reservations with the carrier and to check the conformity of the delivered Products in terms of quantities, quality, packaging, labeling, and accompanying documents. A copy of this transport voucher will be kept by the Buyer. Otherwise, no claim for compensation, of any nature whatsoever, will be admissible. Without prejudice to the provisions to be taken by the Buyer vis-à-vis the carrier for reporting on the consignment note (delivery slip) missing items, apparent damage or non-conformities upon arrival of the Products, any claim, whatever its nature, concerning the delivered Products, will only be accepted by the Seller if it is formulated in writing within a maximum period of forty-eight (48) working hours following the delivery of the Products to the following address: support.clients@kelias.fr. It is the Buyer's responsibility

to provide all justifications as to the reality of the defects or missing items observed. In the event of a claim by the Buyer concerning the conformity of the Products upon receipt, the Seller reserves the right to request a contradictory inspection of the goods. This inspection may be carried out by an expert appointed by the Seller or by the Seller itself. The costs of this inspection will be borne by the party whose allegations prove to be inaccurate. Pending the completion of this inspection or the Seller's decision, the Buyer undertakes to keep the Products in their current condition and not to dispose of them. No return of Products may be made by the Buyer without the express prior written consent of the Seller, obtained by email. When, after inspection, an apparent defect or a missing item is effectively noted by the Buyer or its representative, the Buyer may only request from the Seller the replacement of the non-conforming items and/or the complement to be made to make up for the missing items at the latter's expense, without the latter being able to claim any compensation whatsoever or the termination of the Order. Unreserved receipt of the ordered Products by the Buyer covers any apparent defect and/or missing item. The claim made by the Buyer under the conditions and according to the modalities described in this article does not suspend the payment by the Buyer for the Products concerned. The Seller's liability can under no circumstances be called into question for events during transport, destruction, damage, loss, or theft, even if it has chosen the carrier.

4.4 Tolerances

The dimensions, weight, and physical characteristics of the Products, subject to variations inherent to their nature or manufacturing, benefit from the customary tolerances applicable in the profession. Regarding the color of materials and coatings, the matching of shades is also subject to customary tolerances. Slight variations in appearance cannot constitute a lack of conformity or engage the Seller's liability, except for specific requirements expressly accepted by KELIAS at the time of the Order confirmation.

5- RETENTION OF TITLE

The Seller retains ownership of the Products until actual payment in full of the principal price and accessories, notwithstanding the transfer of risks to the Buyer indicated in Article 4. Any contrary clause, in particular inserted in the general conditions of purchase, is deemed unwritten. In the event that the Buyer remains in default of payment to the Seller, the latter expressly reserves the right to take back the delivered Products that the Buyer might still hold. Furthermore, in the event of payment subsequent to delivery, the Buyer undertakes to insure, at its own expense, the Products against risks of loss and deterioration by fortuitous event through an insurance policy for the benefit of the Seller. In the event of judicial settlement (receivership) or liquidation of the Buyer, the Seller shall have the right to claim ownership of the goods sold within three (3) months following the publication of the judgment opening the proceedings. The Buyer may only resell unpaid Products within the framework of the normal operation of its business, and may under no circumstances pledge or grant a security interest on its unpaid stocks. In the event of payment default, the Buyer shall refrain from reselling its stocks up to the quantity of unpaid Products.

6- WARRANTIES

6.1 Defects giving rise to the right to warranty

The Seller undertakes to remedy any operating defect of the Products arising from a defect in design, materials or execution (including assembly if this operation is entrusted to it) within the limits of the provisions below.

6.2 Warranty exclusions

a) Product warranty exclusion

The warranty shall not apply in the following cases:

- Negligence in storage: these must be stored indoors in a dry and ventilated place. For Products in plastic packaging, upon visual presence of traces of moisture, the packaging must be opened to promote drying. Whenever possible, vertical storage should be favored;
- Installation and/or maintenance not in accordance with the rules of the trade and/or the installation, use or maintenance manuals and more generally any installation carried out by a person not under the Seller's authority;
- Damages that may result from improper installation,

improper wiring, power supply by an inappropriate electrical network, an unvalidated ballast/lamp combination, or a bad connection;

- Negligence, defects in supervision or maintenance by the Buyer;
- Malfunction resulting from the addition of materials not coming from the Seller;
- Repairs or modifications carried out on the Product by the Buyer without the prior written consent of the Seller;
- Modifications of the Products rendering them non-compliant with the Seller's technical specifications.
- Commissioning carried out by the Buyer without the prior written authorization of the Seller; Normal wear and tear of the Product;
- Non-payment of all or part of the price at the scheduled term, which causes the immediate suspension of the warranty.

The warranty is excluded for bulbs, tubes, batteries, storage batteries, and tires. The implementation of the warranty is strictly limited to Products installed and used under the conditions for which they were designed and marketed. The Seller's warranty is given in consideration of theoretical and standardized layout elements. Without prior information from the Buyer concerning the installation site and the specific ambient conditions of the Products, the Seller cannot guarantee that these elements will not alter the quality and durability of the Products. Indeed, a Product may undergo faster aging, present breakdowns or malfunctions depending on where it is installed and the ambient conditions to which it is exposed (temperature, humidity, exposure to bad weather, etc.). The Buyer is therefore required to communicate to the Seller, prior to the Order, all information relating to the installation site and the conditions of use of the Products. Otherwise, the Seller's warranty may be excluded in the event of damage or malfunctions resulting from these specific conditions.

b) Exclusion: Existing Supports

In the event that the Seller's service includes the installation or fixation of Products on masts, poles, structures, facades, or any other types of existing supports not provided by the Seller (hereinafter the "Existing Supports"), the Seller's liability and warranty are strictly limited to the Products it has supplied. Thus, the Seller's warranty is expressly excluded for:

- The Existing Supports themselves, particularly regarding their condition, solidity, adequacy, compliance with current technical or regulatory standards (including, without limitation, wind resistance, safety, or layout standards), or any apparent or hidden defect affecting said Existing Supports.
- Any direct or indirect, material or immaterial, consequential or non-consequential damage caused to the Products supplied by the Seller, to the Buyer, to its property, or to third parties (including bodily injuries), which would result entirely or partially from the condition, defectiveness, non-conformity, inadequacy, obsolescence, or failure of the Existing Support.

The Buyer acknowledges being solely responsible for the prior verification and maintenance in a good state of conformity and solidity of the Existing Supports on which it requests the Seller to install the Products. The Buyer undertakes to inform the Seller in writing, prior to the Order, of any relevant information or any reservation it might have concerning the condition or adequacy of the Existing Supports. Notwithstanding the entire and exclusive responsibility of the Buyer regarding the adequacy and conformity of the Existing Support, the Seller may, if it deems it appropriate and at its sole discretion, perform a summary visual examination of said Existing Support prior to the installation of the Products. This potential examination, which is neither systematic nor exhaustive, shall under no circumstances be interpreted as a complete technical validation of the Existing Support by the Seller, nor as a transfer or sharing of responsibility concerning said Support, which remains entirely and exclusively the responsibility of the Buyer. If, during this discretionary examination or on the basis of information otherwise brought to its attention, the Seller identifies manifest risks or apparent non-conformities affecting the Existing Support and likely to compromise the safety or good hold

of the Products, it may inform the Buyer in writing and may issue express reservations. In such a situation, the Seller may also, always at its sole discretion, either condition its intervention on the realization by the Buyer, and at its expense, of the necessary repair, reinforcement, replacement, or compliance work on the Existing Support, or refuse the installation of the Products on said Existing Support. This refusal or these conditions cannot give rise to the payment of any compensation to the benefit of the Buyer nor engage the liability of the Seller in this respect. The absence of reservations on the part of the Seller following such a discretionary examination, or the absence of such an examination, can under no circumstances be interpreted as an acknowledgment of the conformity or adequacy of the Existing Support, nor attenuate the full and complete responsibility of the Buyer in this regard.

6.3 Duration and starting point of the warranty

This commitment only applies to defects that become apparent during a warranty period of two (2) years from the delivery date. The warranty period runs from the day of delivery within the meaning of Article 4 above. If shipping is delayed, the warranty period is extended by the duration of the delay. However, if this delay is due to a cause beyond the Seller's control, the extension cannot exceed three (3) months. Replacement parts or replaced parts are guaranteed for the remaining duration of the warranty referred to in Article 6.3. For traded Products, those that the Seller offers for sale without actually manufacturing them, the warranty granted by the Seller to the Buyer is identical to that which the Seller's supplier grants to the Seller. The duration of the warranty, the conditions of implementation, and the warranty exclusions are therefore those defined by the supplier of the Product concerned. The Seller undertakes to provide the Buyer, upon request, with information relating to the supplier's warranty. The replacement or repair of the Products does not have the effect of extending the duration of the warranty.

6.4 Obligations of the Buyer

To invoke the benefit of these provisions, the Buyer must:

- Communicate to the Seller, prior to the Order, the destination and conditions of use of the Product;
- Notify the Seller in writing at the following address support.clients@kelias.fr within a period of five (5) working days from the receipt of the Products, of the defects it attributes to the Product and provide any proof as to their reality by confirming the installation site and conditions of use of the Product;
- Give the Seller the time, information, and any necessary facility to proceed with the observation of these defects and to remedy them, the Seller being released from its obligations if the Buyer refuses to grant them;
- Refrain furthermore, except with the express agreement of the Seller, from carrying out itself or having a third party carry out the repair.

6.5 Modalities of exercise of the warranty

In the event of a claim by the Buyer concerning the conformity of the Products, the Seller reserves the right to request a contradictory inspection of the goods. This inspection may be carried out by an expert appointed by the Seller or by the Seller itself. The costs of this inspection will be borne by the party whose allegations prove to be inaccurate. The repair or replacement of defective Products are, after technical appraisal, at the choice of the Seller. Pending the completion of this inspection or the decision of the Seller, the Buyer undertakes to keep the Products in their current state and not to dispose of them. In the event of the exercise of the warranty, it is the responsibility of the Seller thus notified, at its expense and with all diligence, to remedy the defect, the Seller reserving the right to modify if necessary the devices of the Product so as to fulfill its obligations. The work resulting from the warranty obligation is carried out in principle in the Seller's workshops after the Buyer has returned to it the defective Product or parts for the purposes of repair or replacement. If the Seller's first diagnosis confirms the application of the warranty, the Seller takes charge of the cost of the return transport of the Product or the defective parts. If the workshop diagnosis demonstrates that the Buyer's responsibility is engaged or that the Product is not covered by the warranty, the Seller reserves the right to invoice the support transport costs

to the Buyer. It is the Buyer's responsibility to organize the return of the Products by means of the shipping slip transmitted by the Seller. The Buyer will list on the slip the defective Products and their installation sites. Before any return to the workshop of electrical and electronic Products, the Buyer undertakes to disconnect the batteries and cut off the power supply to the Products. In the event that, considering the nature of the Product, the repair must take place on the installation area, the Seller bears the labor costs directly corresponding to this repair, excluding the time spent on preliminary work or dismantling and reassembly operations made necessary by the conditions of use or installation of the Product and concerning elements not included in the supply in question, which remains the responsibility of the Buyer. When the warranty is excluded, the cost of transporting the Product or defective parts, as well as that of uninstalling and returning the repaired or replaced Product or parts, shall be borne by the Buyer, as well as, in the event of repair on the installation area, the travel and accommodation expenses of the Seller's agents. Depending on the possible evolution of references over time, the Seller reserves the right to replace the Product with a more recent version or with an equivalent product. The reshipment of repaired or replaced Products will be made only to the Buyer's address mentioned on the initial Order. When the Seller so requests, parts replaced free of charge are placed at the Seller's disposal and once again become its property.

6.6 Procedure for repair out of warranty or for warranty exclusion

In the event that the workshop diagnosis concludes to a warranty exclusion or if the Buyer's request concerns an out-of-warranty repair or maintenance service, the following procedure applies: a) The Seller draws up a repair estimate which it submits to the Buyer. This estimate cancels and replaces any previous offer or estimation. Flat-rate diagnostic, testing and estimate preparation fees, amounting to €85.00 excl. taxes, will be invoiced to the Buyer if the latter refuses the repair estimate or does not respond within the time limits. These fees will not be invoiced if the Buyer validates the repair estimate. b) The Buyer has a period of sixty (60) calendar days from the date of sending the estimate to notify its written agreement to the Seller. After this period, the silence of the Buyer constitutes refusal of the estimate. In the event of express or tacit refusal of the estimate, storage fees amounting to €5.00 excl. taxes per calendar day will be due automatically and without a reminder being necessary, starting from the 61st day following the date the estimate was sent. To obtain the return of its unrepaired product, the Buyer will have to pay all amounts due (diagnostic fees, storage fees, and return transport fees). c) If, within a period of ninety (90) days following the date the estimate was sent, the Buyer has neither validated the estimate nor paid all the costs due for the return of its Product, the Seller will send a formal notice by registered letter with acknowledgment of receipt. This formal notice will remind the Buyer of the sums due and will inform it that, without full payment on its part within fifteen (15) days, its product will be considered definitively abandoned. At the end of this last period, the silence or non-payment by the Buyer will constitute a waiver of its right of ownership over the equipment. The Seller may then freely dispose of it, including through its destruction, recycling, or resale, without the Buyer being able to claim any compensation whatsoever.

7- FINAL VALIDATION AND GOOD TO PRINT (BAT)

Before the manufacture of a Product, KELIAS submits a final proof (BAT) to the Buyer, by email, for validation. Only the BAT validated by the Buyer binds KELIAS on the final rendering of the creation elements (design, spelling, visuals, layout). The validation of the BAT by the Buyer must be notified to KELIAS by email with the mention "Bon à tirer" (Good to print). In the absence of validation of the BAT by the Buyer, KELIAS cannot be held responsible for any visual errors of any nature of the Product. KELIAS's liability is limited to the elements of the BAT signed by the Buyer. The Buyer releases KELIAS from any liability in the event of a claim concerning the final rendering of a Product complying with the signed BAT.

8- LIABILITY

8.1 Liability for direct damages

The Seller is obliged to compensate for direct damages caused to the Buyer resulting from faults attributable to the Seller in the execution of the Order. Consequently, the Seller is not obliged to compensate either for the harmful consequences of the faults of the Buyer or third parties relating to the execution of the Order, or for damages resulting from the use by the Seller of technical documents, data, or any other means provided by or the use of which is imposed by the Buyer and containing errors not detected by the Seller.

8.2 Limitation of liabilities

The Seller's liability is limited to the obligations expressly stipulated in these GTC. Excluding gross negligence on the part of the Seller and compensation for bodily injury, the Seller's liability will be expressly limited only to direct and material damages, excluding all indirect and/or consequential and/or immaterial damages of any nature whatsoever. In any event, the Seller will not be bound to compensate in particular for damage to image, losses of production, operation and profit, data losses, investment costs or more generally any compensable damage other than bodily or material.

8.3 Penalties and indemnities

The total and cumulative liability of the Seller in connection with or related to the Order, for whatever cause, shall in no case exceed ten percent (10%) of the Order amount. All penalties and indemnities provided for in these GTC, subject to the liability cap of 10% of the Order mentioned above, are in the nature of lump-sum and dischargeable damages, exclusive of any other sanction or compensation. Furthermore, the Buyer guarantees the waiver of recourse by its insurers or third parties against the Seller or its insurers beyond the limits and for the exclusions set out above.

8.4 Unenforceability of the Buyer's final contracts

All constituent parts of the final contracts concluded by the Buyer with its own clients (such as the Special Administrative Clauses Books (CCAP), the Special Technical Clauses Books (CCTP), acts of engagement, or any other contractual market document) are strictly unenforceable against the Seller. This unenforceability remains full and complete even in the event that these documents have been communicated to the Seller for information purposes or for the establishment of a tariff proposal, an estimate, a Unit Price Schedule (BPU) or an Estimated Quantitative Detail (DQE).

9- EXONERATING CAUSES AND FORCE MAJEURE

The Seller shall not be liable if the performance of any of its obligations under the Order is partially or totally delayed or prevented due to Force Majeure, the act of a third party, or the act of the Buyer. Force Majeure means any event beyond the reasonable control of the Seller such as and without this list being exhaustive: governmental decision, war, riots, hostilities, insurrection, act of terrorism, sabotage, fire, flood, frost, transport strike, thaw barriers, roadblocks, explosion, epidemics, quarantine restriction, disruption in the supply of materials from normally reliable sources (including, without this list being exhaustive, electricity, water, fuel and similar supplies), strikes of any kind, factory closure and social labor conflicts, the Seller's supply problems, delay of a subcontractor facing a case of Force Majeure as defined above. The Seller is in particular automatically released from any commitment relating to delivery deadlines in the presence of a case of Force Majeure or events independent of the Seller's will. The Seller will keep the Buyer informed, in a timely manner, of cases or events of this kind. If the performance of any obligation of the Seller under the Order is delayed in whole or in part due to Force Majeure for a period exceeding six (6) months, each Party may request the termination of the Order, in whole or in part. In this case, the Parties will then establish by mutual agreement a liquidation settlement. In case of disagreement between the Parties, the disagreement will be considered a dispute. The termination will not affect the debts due between the Parties on the date of termination.

10 -TERMINATION

The Seller reserves the right to terminate any Order without notice, by registered letter with acknowledgment of receipt:

- In the event of total or partial non-performance of its

obligations by the Buyer, in particular its payment obligation;

- In the event of an unfavorable modification in the financial or commercial situation of the Buyer, risking leading to a payment default;

In the event of termination of an Order, the Seller will be released from its obligations. The Seller shall owe no compensation to the Buyer as a result.

11 -INTELLECTUAL PROPERTY

All technical documents, products, photographs delivered to the Buyer remain the exclusive property of the Seller, sole holder of the intellectual property rights over these documents, and must be returned to it upon its request. The Buyer undertakes to make no use of these documents likely to infringe upon the industrial or intellectual property rights of the Seller and undertakes not to disclose them to any third party. The Seller shall remain at all times the exclusive owner of all intellectual property rights relating to its acquisitions prior to the study or the Order. In any event, the Seller shall retain ownership of the means, tools, results, inventions, methods or know-how used or developed by it, on the occasion of the performance of the services, the supply of the Products or more generally the Order, whether or not they are the subject of specific protection (copyrights, patents, trademarks...). The Buyer acknowledges that all intellectual property rights relating to the provision of services, the sale of Products, the execution of the Order or to the documentation, data, or files that the Seller might create will remain the exclusive property of the Seller. The Seller remains the owner of all intellectual property rights over the studies, drawings, models, prototypes, etc., carried out (even at the request of the Buyer) with a view to supplying any service to the Buyer. The Buyer therefore refrains from any reproduction or exploitation of said studies, drawings, models and prototypes, etc., without the express, written, and prior authorization of the Seller, which may condition it upon financial compensation. Unless expressly agreed otherwise between the Seller and the Buyer, the Seller grants the Buyer a non-exclusive, non-transferable and non-assignable right to use all the deliverables provided by the Seller under the Order. In the event that the deliverables provided by the Seller infringe upon the right of a third party, the Buyer's liability will be excluded and the Seller will assume sole responsibility and its direct consequences.

12 PROTECTION OF PERSONAL DATA

12.1 Security of personal data processed

In accordance with European Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the Seller implements the processing of personal data essential to the processing of its obligations. These data will be kept for the entire duration of the business relationship and for two (2) years from the termination of the business relationship. The Seller undertakes to implement all security and confidentiality measures necessary for the protection of personal data. The Seller undertakes to ensure the compliance of any transfers outside the European Union with current regulations. Access to personal data will be strictly limited to the employees of the data controller, authorized to process them by virtue of their functions. The information collected may possibly be communicated to third parties bound to the Seller by contract for the execution of subcontracted tasks, without the Buyer's authorization being necessary. The data subject has the right to request from the data controller access to personal data, rectification or erasure of such data, or restriction of processing, or may object to processing. KELIAS's Data Protection Officer can be contacted by email at the address conformite@kelias.fr. The data subject has the right to lodge a complaint with a supervisory authority (The CNIL in France).

12.2 Limitations and exclusions

The Seller undertakes to use personal data only for the strict needs of the execution of the Order and the business relationship with the Buyer. Any personal data communicated by mistake or not respecting the framework concluded between the parties will be immediately deleted. Certain Products sold by the Seller may capture and transmit personal data. The Seller

undertakes that any personal data that may have been captured and transmitted by one of its Products will be immediately anonymized in accordance with the rules of the trade; the Seller not being the data controller for this type of data.

13 NON-PERSONAL DATA COLLECTED

Certain Products sold by the Seller may capture and transmit non-personal data. The Buyer expressly authorizes the Seller to freely use the processing and collections described below, it being specified that such use will take place, if applicable, in compliance with the rights relating to personal data collected in accordance with Article 12 of these conditions. The management and processing of data collected through the Seller's products and services concerns, without this list being exhaustive, the use and analysis of these data for the purposes of research, statistics, development, and improvement of the Seller's Products. The Seller undertakes that any personal data that may have been captured and transmitted by one of its Products will be immediately anonymized in accordance with the rules of the trade; the Seller not being the data controller for this type of data.

14 COMPLIANCE WITH ANTI-CORRUPTION RULES

The Buyer, like the Seller, attest that they comply at all times with all anti-corruption laws, regulations, and agreements. It is the Buyer's responsibility to guarantee that its partners, subcontractors, vendors, agents, or other associated third parties act in accordance with these provisions. At the Seller's request, the Buyer will certify without delay in writing its compliance with the above and will respond to any request for audit and/or documented justification. In the event of a breach of this clause, the Seller will immediately have the right to terminate all lawful transactions in progress with the Buyer, and to break off all negotiations, with immediate effect and without compensation, without prejudice to any other remedy that the Seller may claim from the Buyer under the law and/or regulations. The Buyer shall indemnify the Seller and hold it harmless against any liability, claim, formal notice, or expense resulting from, or relating to the Buyer's breach, including any consequential and indirect damage such as damage to the image and reputation of the Seller and its affiliated companies.

15 ENVIRONMENTAL RESPONSIBILITY AND LEGAL OBLIGATIONS

The Seller indicates that it adheres to the eco-organization ECOSYSTEM for the management of waste from electrical and electronic equipment (unique identification number IDU in the national register of producers Syderep: FR029273_05KPRG) and undertakes to collect, declare and pay eco-contributions to the eco-organization ECOSYSTEM for each electrical and electronic equipment sold.

16 LANGUAGE OF THE GTC, JURISDICTION AND APPLICABLE LAW

The GTC and the operations resulting therefrom are governed exclusively by French law. They are drafted in the French language. In the event that they are translated into one or more languages, only the French text would prevail in the event of a dispute. The fact that, if applicable, the usual exchanges between the Seller and the Buyer take place totally or partially in a language other than French, can under no circumstances be considered as a waiver of the application of the GTC or any of its stipulations. Any dispute concerning the application of these GTC, their interpretation, their execution, and sales contracts concluded by the Seller, will be brought before the Commercial Court of the Seller's registered office, regardless of the place of the Order, delivery, payment and the method of payment, and even in the event of a warranty claim or plurality of defendants. Any question relating to the GTC as well as to the sales they govern, which would not be addressed by these contractual stipulations, will be governed by French law.

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