

CILAS General Terms & Conditions of Sales applicable from December 5th 2022

I - Purpose

The present general terms and conditions of sale are applicable to all sales of Cilas equipment, supplies or any services, hereinafter collectively referred to as "Cilas Products". Any deviation from these general terms and conditions of sale shall be subject to special conditions duly accepted by Cilas.

II - Formation of the Contract

Pre-contractual documents: Catalogs or advertising documents are provided for information purposes only and have no contractual value. Cilas reserves the right to make any modification or improvement to the Cilas Products marketed. The price lists are updated every six months and are therefore only binding on Cilas as an offer during this period.

Offer: Offers are valid for two months from the date of issue. Upon expiration of this period, Cilas will be entitled to modify all the conditions contained in its initial offer.

Acceptance: Any order or acceptance of an offer issued by Cilas, automatically implies acceptance of these general conditions and waiver of the Customer's general conditions of purchase.

Formation of the contract: The sales contract will be definitively concluded either upon acceptance by Cilas of the order issued by the Customer, or upon acceptance without reservation by the Customer of the quotation or offer issued by Cilas.

III - Studies and Projects

The technical and financial conditions for the execution of studies and projects are defined on a case-by-case basis. Cilas retains full ownership of the intellectual property of its studies and projects as well as the industrial property of the results of its studies and projects. The Customer agrees not to communicate all or part of these studies or projects without the prior written consent of Cilas.

IV - Intellectual and Industrial Property

Plans, diagrams, technical and commercial specifications, recommendation documents, test results, software, catalogs, brochures, notices, patents, drawings and models remain the property of Cilas. Consequently, the Customer agrees not to distribute, reproduce or have reproduced by a third party, in whole or in part, the Cilas Product sold, without the prior written consent of Cilas.

In the event that the sale involves software, Cilas grants a right of use to the Customer, but in no event transfers its copyrights, both proprietary and extra proprietary. Furthermore, Cilas retains full and complete ownership of the source codes of this software and prohibits the Customer from decompiling, modifying or translating these source codes.

In the event that the Cilas Products sold are made according to plans, drawings and specifications provided by the Customer, the Customer indemnifies Cilas against all claims and damages resulting from the alleged or actual infringement of industrial or intellectual property rights belonging to third parties, arising from the implementation by Cilas of documents provided by the Customer. In the event that such a claim is made, the Client agrees to pay all costs, expenses and damages that may result.

V - Prices and Payment Terms

The prices of Cilas Products stipulated in the order or in the offer issued by Cilas will be updated, by operation of law and without formality, every year on the 1st of January by applying a formula specific to each sale and which will be provided in the offer. For Cilas Products that are priced, the prices invoiced are those of the price list in effect on the day of delivery. The prices are without packaging, ex works and Cilas Products controlled by Cilas. Any additional request from the Client as well as any delay in delivery attributable to the Client will be subject to additional invoicing.

Payment of invoices will be made within 30 days of the end of the month, without discount, at Cilas' headquarters. Any delay in payment will automatically result in the payment of penalties in favor of Cilas, at the rate of three times the legal interest rate, as well as the fixed indemnity for collection costs of 40 euros provided for in article D 441-5 of the French Commercial Code.

For an order of a total amount higher than SEVEN THOUSAND EUROS without taxes (7 000 €), a deposit of 30% is due from the acceptance of the order. Payment of the balance is due upon delivery of the Cilas Product(s). No claim or dispute may delay payment. In the event of non-payment of the price, Cilas reserves the right to terminate the order or the current contract and to immediately demand the return of the Cilas Products not yet resold and/or incorporated into the Customer's finished product within eight days following the date of issuance of the notice of default to pay.

VI - Retention of Title

Cilas retains full ownership of the Cilas Products until full payment of the sale price has been received. Notwithstanding the foregoing, the burden of risk is transferred to the Customer in accordance with the provisions of Article VII.

In any event, the Customer undertakes until the effective transfer of ownership to store the Cilas Products sold separately from its own products, to inform its lessor and/or creditors that the said Cilas Products are not its property, not to move the latter without the prior authorization of Cilas and to notify Cilas of any material or legal incident that may affect them.

VII - Delivery and Transfer of Risk

Delivery entails the transfer of the risks attached to the Cilas Products sold. Delivery is effected by the occurrence of any of the following: either by the handing over of the Cilas Products to the Customer, or by a simple notice of availability accepted by the Customer, or by the handing over of the Cilas Products or of the delivery note accompanying the Cilas Products to a shipper or carrier designated by the Customer or, in the absence of such a designation, chosen on behalf of the Customer by Cilas. All transport, insurance, customs, handling and installation operations are at the expense, risk and peril of the Customer, who is responsible for verifying shipments upon arrival and exercising, if necessary, his rights of recourse against the carriers, even if the shipment is said to be carriage paid.

The delivery period begins on the day of acceptance of the written order by Cilas. Cilas is automatically released from any commitment relating to delivery times in the event that the terms of payment have not been respected by the Customer, that information to be provided by the Customer has not been received in a timely manner or in the event of force majeure as defined in Article XI of the present general conditions. Cilas will inform the Customer as soon as possible of the cases and events that justify exceeding the delivery time. Any delay in delivery caused by the Customer will automatically result in an increase in the price of the Cilas Products sold.

VIII - Warranty

Cilas Products, with the exception of all consumables, are guaranteed against any manufacturing or assembly defect and against any raw material defect for a period of one (1) year from the date of delivery, subject to proof of the existence of such defects or defects and to the exclusion of any other legal or contractual longer warranty. The warranty covers parts and labor, but excludes transportation or travel costs. In any event, Cilas reserves the right to limit the warranty in its offers or quotations for certain ranges of Cilas Products, which may benefit from a warranty related to their actual use.

The Cilas warranty does not cover defects resulting from materials supplied by the Customer or from a design imposed by the Customer, nor does it cover the consequences of normal wear and tear, deterioration or accidents resulting from negligence, handling, failure to follow installation, maintenance or commissioning instructions, abnormal use such as mechanical or electrical overloading, or in environmental conditions other than those communicated by Cilas. In this case, the repair costs will be charged to the Customer. The warranty also does not cover contract work or repairs to used machines.

In order for the warranty to be triggered, the Customer must notify Cilas without delay and by registered letter of the defects it attributes to the Cilas Product and provide sufficient justification. The Customer shall

allow Cilas to proceed with the observation of the defects and, if necessary, to intervene to repair them. Any repairs will be made either at Cilas' premises or at the place of use of the Cilas Product(s), at the sole discretion of Cilas, and will not imply a deferral of warranty. Cilas reserves the right to make modifications to the Cilas Product(s) in order to carry out the above repairs, with the understanding that any parts replaced free of charge will revert to the property of Cilas. In any event, the implementation of the warranty does not authorize the Customer to defer all or part of the payment.

IX - Liability

It is the responsibility of the users of Cilas Products to take the necessary security measures and to organize their operations in such a way that a failure of one of the Cilas Products cannot cause prejudice. The Customer is informed that the Cilas Products must be used in such a way that they cannot directly or indirectly cause danger to persons or property. The Customer alone determines the conditions of installation and use of the Cilas Product, it being understood that he/she declares that he/she has been informed by the present terms and conditions of sale of the related safety requirements. Therefore, the Client alone is responsible for events causing harm, in particular accidents to persons, damage to property or loss of profit, when they arise from the conditions of installation or use of the Cilas Product.

In any event, if the damage results from a failure of the Cilas Product, Cilas may not, under any circumstances, be held responsible for indirect damages such as financial, commercial and/or technical damages resulting from such damage. The amount of Cilas' liability will in any event be limited to the amount of the price of the Cilas Product actually paid.

X - Waste Electrical and Electronic Equipment (WEEE)

In accordance with Article R543-172 of the French Environmental Code, Cilas is exempted from, and declines any obligations for the collection, removal and treatment of waste Cilas' military Products and Products integrated in other equipment. The costs for such obligations regarding other waste Cilas' Products are not included in Cilas' offers and estimates. They shall be separately quoted and invoiced to the Customer by Cilas at the latest when the Customer requires the corresponding collection, removal or treatment or the quoting of their cost.

XI - Export and Operation

In the event of export duly authorized by the competent governmental authority, the Customer undertakes to comply with the standards and legislation in force in each of the States where this export will take place. The Customer is responsible for obtaining all non-transfer certificates and authorizations that may be required for the export or transfer of the Products outside French territory. Components, materials, technologies and/or processes used for the Products may be subject to European Union export control regulations relating to dual-use goods and technologies, in particular EC Regulation No. 2021/821 of 20 May 2021. The Customer declares that it complies with all the requirements of this regulation and of any decisions taken by the competent authorities for their application to the Products. The Customer expressly agrees that any refusal, withdrawal, suspension or condition precedent or subsequent of an export authorization relating to these Products or to any of their components, materials, technologies and processes that occurs through no personal fault of Cilas shall constitute a case of force majeure exclusive of any compensation to be paid by Cilas. Any use of Cilas Products that does not comply with the specifications of the Products shall exempt Cilas from liability.

XII - Force Majeure, unforeseeable circumstances and shortages

Cilas will be excused for the delay or non-performance of any of its contractual obligations in the event that performance is prevented by force majeure. Force majeure is defined as any unforeseeable, irresistible event outside the control of Cilas. By express agreement between the parties, force majeure includes any natural disaster, any regulation or requirement of the public authorities, any refusal or withdrawal of export authorization, any unavailability of raw materials, any boycotts, strikes, attacks or acts of war, whether declared or not. The Customer will be excused for the delay or the non-execution of any of its contractual obligations if the execution is prevented by a case of force majeure. The Customer invoking an event of force majeure must notify Cilas within seven (7) days of the occurrence or threat of such event. If the delay caused by force majeure extends beyond thirty (30) days, Cilas reserves the right to terminate the order corresponding to these general terms of sale.

In the event that the sum of the prices of raw materials, consumables, services, components and dedicated tooling consumed, integrated or depreciated for the production and delivery of a unit of Product (the "Supplies") increases to exceed 110.00% of the sum of the prices of the Supplies in effect on the date of the corresponding order (or on the date of the order for the Supplies if later than the date of the corresponding order) such modification shall be considered and treated at Cilas' request as a change in circumstances unforeseeable at the time of the conclusion of the contract making performance excessively onerous for Cilas who had not agreed to assume such risk within the meaning of Article 1195 of the French Civil Code. In this respect, Cilas may request renegotiation of the order. If the renegotiation is refused or fails, the parties may agree to terminate the order, at the date and under the conditions they determine, or ask the competent court to adjust it by mutual agreement. If no agreement is reached within a reasonable period of time, the court may, at the request of either party, revise the order or terminate it, at such time and on such terms as it determines.

In the event that a supplier delays delivery of any of the Supplies due to a nationwide shortage, the corresponding impacted stages of the order shall automatically be postponed by such delay, without compensation or penalties for late delivery. If such shortage delays a contractual milestone of this order by six months, it will be considered and treated as an obsolescence at the request of either party within one month. The Customer may then request a quotation from Cilas within one (1) month to study a replacement solution. In the event that (i) the Customer does not do so, or (ii) no solution is identified in the study, or (iii) the Customer does not place an order for such solution within three (3) months, the shortage will be considered and treated as a case of force majeure and either party will be entitled to terminate the contract within a period of one (1) month, with immediate effect and without indemnity on either side

XIII - Protection of Personal Data

Cilas collects, processes and uses the personal data of its employees and partners in order to carry out its operational activities. In this context, Cilas is required to comply with all of its obligations concerning the collection, processing and use of personal data. Cilas respects and protects the privacy of its employees, Customers, suppliers and partners. This personal data will be kept for the duration of the contract and archived according to the regulatory period.

By accepting these general terms and conditions of sale, the Customer agrees that Cilas may collect and use this personal data for the purpose of fulfilling the order corresponding to these general terms and conditions of sale. In accordance with the French law on the protection of personal data as well as the Regulation (EU) 2016/679 of the European Parliament and of the Council 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, the Customer has the right to access, rectify and delete information concerning him/her, which he/she can exercise by contacting data-protection@cilas.com. The Customer can also oppose, for legitimate reasons, the processing of data concerning him except if the processing results from a legal or regulatory obligation.

By placing an order for a Product, the Customer declares that he/she has read and strictly complies with the Cilas Anti-Corruption Code of Conduct, which can be consulted at <https://cilas.ariane.group/wp-content/uploads/sites/5/2022/03/Code-anti-corruption-2021-FR-v4.pdf>, which describes concrete scenarios of corruption and influence peddling risks and explains how to behave in these situations, and with the Cilas Ethics Charter, which can be consulted at <https://cilas.ariane.group/wp-content/uploads/sites/5/2022/03/Ethics-Charter-2021-FR-v04.pdf>,

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which defines the ethical principles and values essential to the proper functioning of the company. The Client agrees to immediately notify Cilas of any questions or discrepancies with these documents.

XIV - General

Invalidity: If any provision of this Agreement is found to be invalid under any law, such provision shall be deemed to be unwritten, without affecting the validity of the remaining provisions.

Waiver: The fact that Cilas does not take advantage of any of the provisions of these general terms and conditions of sale cannot be interpreted as a waiver of the right to take advantage of any of these provisions at a later date.

Applicable Law and Settlement of Disputes: The present general conditions of sale are governed by French law. By express agreement between the parties, any dispute related to the formation, existence, interpretation, execution, extinction or termination of the order or these general conditions of sale, shall be subject to an attempt at amicable settlement. Any dispute that the parties have not been able to resolve for lack of an amicable agreement reached within one (1) month from its notification, will be subject to the exclusive jurisdiction of the competent courts of Paris.