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## ARTICLE 1 – DEFINITIONS

**"Advance Payment":** refers to the percentage of the Price which the Customer shall pay ROBATEL Industries in advance, pursuant to the conditions of the Offer.

**"Order":** refers to the request for equipment or for services issued by a Customer.

No order shall be firm and fixed until expressly accepted by ROBATEL Industries. Our works are carried out to meet the conditions of the French Federation of the General Mechanical and Metal-processing Industries Unions [*Fédération des Syndicats Généraux des Industries Mécaniques et Transformatrices des Métaux*].

**"Contract":** refers to the agreement concluded between ROBATEL Industries and the Customer, that comprises the following documents:

- 1- The Offer from ROBATEL Industries;
- 2- These General Conditions of Sale;

In case of discrepancy or contradiction between the provisions of one or more contractual documents, the order of priority is as set forth in the above list.

**"Offer":** refers to the latest version of the technical and financial proposal prepared and submitted by ROBATEL Industries to the Customer.

**"Party(ies)":** refers individually or collectively to ROBATEL Industries and/or the Customer.

**"Services":** refers to the performance of design studies and/or services, and/or the supply of equipment in a comprehensive sense, supplied to the Customer by ROBATEL Industries pursuant to the Contract, as described in the Offer.

**"Prices":** refer to the financial compensation which the Customer undertakes to pay ROBATEL Industries in consideration of the performance of the Services defined in the Offer.

## ARTICLE 2 – GENERALITIES

2.1 Unless specified otherwise, this document shall prevail over all conditions of purchase stated on documents originating from the Customer, regardless of their nature whatsoever.

2.2 Acceptance by the Customer of ROBATEL Industries' Offer means express acceptance of these General Conditions of Sale.

2.3 Any amendment to the conditions of the Contract shall be subject to a written agreement between the Parties. Any modification made in contradiction with the foregoing shall be null and void.

2.4 The period during which the Offer is valid is limited to THREE (3) months from the date the Offer was sent to the Customer, unless otherwise mentioned in the Offer.

2.5 ROBATEL Industries reserves the right to withdraw an Offer submitted to the Customer (provided it has not yet been accepted in writing) by simply giving notice with immediate effect. Upon its withdrawal, the Offer shall be deemed null and void without any other formality being necessary.

## ARTICLE 3 – OBLIGATIONS OF THE PARTIES

3.1 ROBATEL Industries shall perform the Services in compliance with the technical specifications, the applicable state of the art

and the schedule of work defined in the Contract, without prejudice to article 10 of these General Conditions of Sale.

3.2 The Customer undertakes to provide ROBATEL Industries with all the documents and information necessary for the purposes of carrying out the Services, at no cost and on a timely basis.

## ARTICLE 4 – LEAD-TIMES AND CONDITIONS OF PERFORMANCE

4.1 The lead-times associated with performance of Services are specified in the Offer issued by ROBATEL Industries and shall start from receipt of all the data required for the compliant performance of the Services by ROBATEL Industries. Provisions in the Contract related to lead-times shall apply only to the extent the Customer complies with its own obligations under the Contract, including supplying all the input data required.

4.2 Lead-times indicated in the Offer are only indicative and cannot give rise to liquidated damages, unless otherwise agreed.

4.3 In case of a delay which does not result from reasons exclusively attributable to ROBATEL Industries and in all cases in the event of a case of Force Majeure, performance lead-times shall be extended without necessitating any formality by a period at least equivalent to the delay in question.

4.4 Unless the Parties provide otherwise, a delay attributable to ROBATEL Industries shall not constitute in itself an event sufficient to cause the termination of the Contract.

4.5 Changes to contractual provisions shall only be effective after both Parties have signed an Amendment (or change order).

4.6 Additional Services cannot start without the Parties' written agreement upon the conditions of performance. In addition, the effects this additional request might have on any current schedule and its financial consequences shall be indicated.

4.7 The Parties shall agree and sign an Amendment in the event the additional Services reach 5 (five) % of the Contract price.

## ARTICLE 5 – PRICES

5.1 The Prices are set in Euros and exclusive of all taxes.

5.2 The Price for Services to be performed on a continuing basis shall be revised each year, on the anniversary date of signature of the Contract, in accordance with the formula stated in the Offer.

5.3 Should there be no price revision formula in the Offer, the price shall be revised at each billing milestone according to the attached schedule of payments and by applying the following formula:

$$R = P0 \cdot \left[ 0.4 \frac{EBIQ}{EBIQ0} + 0.6 \frac{ICHT}{ICHT0} \right] - P0$$

In which:

- R = the amount of the revision
- P0 = the initial price as at date of the Offer.

The reference indexes are as follows:

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Indexes	Titles	Reference source	Reference values
INOX	Stainless Steel Products with NI >= 2.5%	INSEE Ref.: M00D 2410010005M	INOX0
ICHT	Wages, income and social charges - Labour cost - Revised hourly labour cost indices - All salaried employees (ICHTrev-TS) - Monthly indices - Mechanical and Electrical industries (NAF 25-30 32-33)	INSEE Ref.: 1565183	ICHT0
EBIQ	Energy, intermediate- and capital (investment) goods - French market - Price ex-works	INSEE Ref.: FMOA EBIQ000005M	EBIQ0

## ARTICLE 6 – PAYMENT

6.1 The Offer indicates the Price and the events that trigger each payment term.

6.2 The Offer may stipulate that the Customer shall pay an advance payment to ROBATEL Industries.

6.3 Unless stated otherwise in the Offer, payments are made within THIRTY (30) days following date of invoice, by bank transfer, based on the Bank Identity Details ("RIB") forwarded with the invoice.

6.4 No discount shall be applied in the event of early payment.

6.5 In case of late payment and based on the Law on Modernization of the Economy (LME), late payment charges shall apply automatically and be equal to THREE (3) times the interest rate applied under the French law at the date of invoicing plus TEN (ten) points. This rate is calculated on the basis of the unpaid invoice including taxes.

6.6 A flat-rate charge of FORTY (40) euros to cover debt collection costs shall be also applied.

6.7 These late payment penalties shall be due until the payment is effectively and totally made by the Customer.

6.8 Any dispute raised by the Customer in relation to an invoice issued by ROBATEL Industries shall be notified to ROBATEL Industries within THIRTY (30) days from the date of issue of said invoice. Beyond this period, the Customer cannot raise any dispute linked to the invoice.

6.9 Failure to pay by the Customer may, at ROBATEL Industries sole discretion, cause a suspension of any deliveries in progress and in all cases, subsequent invoices shall be paid in advance. In case of non-payment of an invoice within TWO (2) months from the date of issuance of the unpaid invoice, ROBATEL Industries reserves the right to terminate the Contract without any compensation in favour of the Customer. In such case, it is agreed that the Customer shall pay the sums incurred in the course of performing the Contract.

6.10 Any complaint or claim from the Customer shall not, under any circumstances, cause any payment to be postponed or suspended.

## ARTICLE 7 – ENTRY INTO FORCE AND START DATE - TERM OF THE CONTRACT

7.1 The Contract shall come into force on the date all the following conditions are met:

- Signature of the Contract by both Parties;
- Kick-off Meeting with the Customer following transmission of the input data, in accordance with the conditions below:

7.2 The start date of the Services is the date communicated by ROBATEL Industries subsequent to the receipt of all input data from the Customer. The contractual lead-times shall be calculated accordingly from the notification issued by ROBATEL Industries.

7.3 The term of the Contract and the conditions of its potential extension, are set forth in the Offer. Otherwise, the Contract shall remain in force until final delivery and associated payment for the Services has been made by the Customer.

## ARTICLE 8 – ACCEPTANCE OF THE SERVICES

The Services (with the exception of any tooling) shall be the subject of a formal acceptance report signed by both Parties. Should the acceptance report not be signed by the Customer within TEN (10) days of the said report being forwarded to them, the Services shall be treated as having been accepted by the Customer without reservation. In this event, all acts carried out pursuant to the Contract shall be deemed justified, including invoicing of the amounts due to ROBATEL Industries under the Contract.

## ARTICLE 9 – RETENTION OF TITLE

9.1 The delivered products and goods shall remain ROBATEL Industries property until full payment of the Price in accordance with the law 80.335 of May 12<sup>th</sup>, 1980.

9.2 The Customer is authorized to resell said products and goods "as is" or after their transformation but then assigns to ROBATEL Industries all claims in its favour arising from such resale to third parties, up to ROBATEL Industries own claim, interest and costs included.

9.3 In the event of the Customer non-compliance with a payment term or with this provision, ROBATEL Industries may require the return of the equipment at the exclusive cost of the Customer by registered letter with acknowledgment of receipt.

## ARTICLE 10 – TRANSFER OF RISK

Delivery is deemed to have occurred at the workshops of ROBATEL Industries. The risks are transferred accordingly to the Customer upon delivery without prejudice to ROBATEL Industries right to rely upon the retention of title clause or to make use of its right of retention.

## ARTICLE 11 – TOOLING

The tooling, its design studies and manufacturing, necessary to carry out an order are and remain the exclusive property of ROBATEL Industries which alone shall decide what will happen to them after the equipment is delivered.

## ARTICLE 12 – SHIPPING

Unless agreed otherwise, transport, insurance, customs, handling and delivery operations are at the cost and risk of the Customer.

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The Customer shall assume the liability of such obligations. to the Customer shall inspect the shipments upon delivery, make any necessary reservations on the waybill and, if relevant, to exercise recourse against the carriers within the legal time periods, even if the sale was made free delivered to customer or installation included.

#### **ARTICLE 13 – CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

13.1 All intellectual and/or industrial property rights related to the Services shall, subject to the rights of third parties, be the exclusive property of ROBATEL Industries.

13.2 ROBATEL Industries grants the Customer a non-exclusive, non-transferable licence to use in relation to the deliverables, reports and all other documents supplied by ROBATEL Industries to the Customer under the Contract. It is understood that use of the deliverables and other documents of any nature supplied to the Customer by ROBATEL Industries is limited to the use for which they were issued.

13.3 The Customer undertakes not to communicate nor disclose to any third parties, all or part of any information of any nature whatsoever, disclosed by ROBATEL Industries and the personnel under its control pursuant to the Contract.

13.4 This confidentiality clause shall remain in force for TWO (2) years after the end of the Contract, regardless of the cause.

#### **ARTICLE 14 – LIABILITY OF THE PARTIES**

14.1 ROBATEL Industries shall perform the Services and shall make its best efforts to do so, within the limits set in article 3 of these General Conditions of Sale.

14.2 The Customer waives all rights of recourse against ROBATEL Industries in relation to any economic loss and/or consequential damage, including loss of profit, loss of operations or production, loss of revenue, capital cost, increase in operating costs, loss of any contract or any consequential damage or loss suffered by the Customer arising out of the performance of the Services.

14.3 ROBATEL Industries shall not be held liable for any loss or damage caused by or arising out of an action, negligence, failure, error, omission of, or incomplete nature of any document, information and data supplied by (i) the Customer or (ii) a third party other than ROBATEL Industries and its personnel.

14.4 It is expressly agreed that the cumulative liability of ROBATEL Industries in connection with the performance of the Contract, in any respect whatsoever, shall be limited to the lower of the following amounts:

- the amount of the Contract;
- the amount of any payments already received by ROBATEL Industries under the Contract.

14.5 The liability of ROBATEL Industries for any omission, error, inadequacy or any other defect in performing the Services shall be limited to a new completion of the Services, at its own expense, in order to remedy these defects. The foregoing shall not apply if ROBATEL Industries demonstrates that the defects are not attributable to ROBATEL Industries.

14.6 In no event shall ROBATEL Industries incur any liability towards the Customer if a formal claim is not issued within SIX (6) months from acceptance of the Services.

14.7 The Customer and its insurers shall waive all rights of recourse against ROBATEL Industries and shall defend, indemnify and hold harmless ROBATEL Industries against any claim raised by third parties over and above the limits of liability provided above.

14.8 If the Contract provides liquidated damages applicable to delay or performance, such liquidated damages shall be the sole and exclusive remedy that the Customer may claim in such cases. The total amount of any liquidated damages shall not exceed 5% of the Contract Price.

14.9 The Customer shall defend, indemnify entirely and hold harmless ROBATEL Industries in case of any death, or loss of property, personal injury, damage to property, legal actions, proceedings or claims originating from third parties including, legal fees and costs (excluding indirect loss), suffered or incurred by ROBATEL Industries and caused by any act, negligence or breach of the Contract attributable to the Customer or any individuals acting under its authority.

#### **ARTICLE 15 – WARRANTIES**

15.1 The standard warranty period for material or equipment supplied by ROBATEL Industries related to defects in materials and workmanship is 12 months from the date the materials or equipment are ready for shipping or the date of completion of the assembly. In case of defect, ROBATEL Industries shall, as the sole remedy, replace parts duly accepted as defective; without giving rise to any compensation of any kind.

15.2 The warranty shall be applied provided the Customer has advised ROBATEL Industries promptly in writing and no later than within 15 days of their occurrence, of any defects applicable to the materials or equipment and communicate the evidence supporting its claim. the Customer shall provide access to ROBATEL Industries in order for ROBATEL Industries to assess these defects itself and remedy the same; in addition, the Customer shall refrain (except with ROBATEL Industries' express approval or in case of an emergency situation) from carrying out any repairs itself or having the same done by a third party.

15.3 In the event work is required under the warranty, it is understood that such activity shall be performed on an 8-hour working day, 5 days a week basis.

15.4 For raw materials, all off-the-shelf hardware or equipment and accessories incorporated into materials and equipment manufactured by ROBATEL Industries, the warranty shall be limited to the warranty period by the manufacturer of the said materials, hardware or equipment and accessories.

15.5 The repair, modification or replacement of certain parts during the warranty period shall not have the effect of extending this warranty period for the material (with the exception of defective parts). The costs of returning defective equipment or materials to ROBATEL Industries' workshops and premises are at the Customer's expense, even in case of sale delivered free to the Customer. Tailor-made work and repairs are not covered by any warranty unless agreed otherwise in writing.

#### **ARTICLE 16 – FORCE MAJEURE**

16.1 Neither Party shall be held liable for breach of its contractual obligations in case this breach is due to an event of Force Majeure, defined as unexpected circumstances outside the Parties' reasonable control that prevent the performance of the Contract by one or both Parties.

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16.2 Should a Force Majeure event occur, such as war, social mobilization, strike, accident, fire, flood, limited power supply, shortage of raw materials, and more generally any other events that render the performance of the Contract not feasible, the Customer shall not be entitled to claim damages or any other compensation for non-performance of the Contract.

16.3 In accordance with the foregoing, the Contract shall be suspended until such Force Majeure disappears, expires or ceases. Nevertheless, the Customer shall pay ROBATEL Industries for any Service started before the occurrence of the Force Majeure event.

16.4 In case of the occurrence of a Force Majeure event, the obligations so affected, except for those related to payment which must be simultaneous with the request for payment, shall be automatically extended for a period at least equivalent to the delay caused by the Force Majeure event. It is understood that this postponement shall not involve any liquidated damages for the Party so prevented.

16.5 If the Parties are prevented from performing of the Contract for more than SIXTY (60) days from the occurrence of the Force Majeure event, the Parties shall meet and discuss the modification of the Contract. Should the discussions fail, the Contract shall be terminated as a matter of law, by the Party first taking action, by means of a registered letter with acknowledgement of receipt addressed to the other Party.

#### ARTICLE 17 – SUSPENSION

17.1 ROBATEL Industries may decide not to terminate the Contract but to suspend performance thereof by simple registered letter with acknowledgement of receipt in case the input data is not made available within the agreed time periods, or in case the Customer does not pay the amounts due on the agreed schedule. Suspension shall be effective from the date of the registered letter with acknowledgement of receipt is sent and shall remain effective until payment of the outstanding invoice as well as the costs incurred due to the suspension and the associated late payment charges. Suspension initiated by ROBATEL Industries shall not be treated as grounds for termination of the Contract by the Customer and does not entitle the Customer to any compensation in its favour.

17.2 In case of suspension in performance of the Services instructed by the Customer, the latter shall be liable to ROBATEL Industries for the financial consequences incurred by ROBATEL Industries due to this suspension and shall be remain liable to pay for all the Services already performed at the date of suspension. If this suspension were to exceed more than THREE (3) months, ROBATEL Industries reserves the right to terminate the Contract.

17.3 The Services lead-times shall be extended as a matter of law to at least the period equal to said suspension and to any consequences which this suspension might have caused.

#### ARTICLE 18 – TERMINATION

18.1 Should either Party fail to meet any of its material obligations under the Contract, the other Party may request it in writing to remedy this breach. If within SIXTY (60) calendar days following said notification the defaulting Party has not remedied this breach, the non-defaulting Party may give the defaulting Party notice of termination of the Contract, as a matter of law and without further formality.

18.2 The Customer shall pay ROBATEL Industries for Services performed at the date of termination; it is however specified that Services under performance shall be paid against supporting documents.

18.3 If the Contract is terminated, the Customer shall return all property and documents belonging to ROBATEL Industries which might be in its possession or under its control and undertakes to destroy all copies.

#### ARTICLE 19 – CHANGES IN LAW

In the event the cost or duration of the Services is modified because of a change in the laws and regulations after the Contract has come into force, the Price and the Services lead-times shall be adjusted accordingly, without prejudice to ROBATEL Industries right to terminate the Contract in the event the change in the laws and regulations has a significant impact on the cost and/or conditions of performance set out for carrying out the Services.

#### ARTICLE 20 – GOVERNING LAW - SETTLEMENT OF DISPUTES

20.1 These General Conditions of Sale shall be governed by French law.

20.2 In case of disputes arising out of this Contract or related thereto, the Parties shall endeavour to settle such disputes amicably within FORTY-FIVE (45) days from the said dispute being notified by the Party first taking action. Failing amicable agreement, all disputes arising from the Contract or relating thereto shall be of the exclusive competence of the Lyon Commercial Court.

#### ARTICLE 21 – NON-EXCLUSIVITY

The Customer shall not have any exclusivity in relation to the Contract. Accordingly, ROBATEL Industries reserves the right to carry out the same or similar services for other customers.

#### ARTICLE 22 – LANGUAGE

22.1 This Contract is written in English which shall be the applicable language for all questions relating to the meaning or interpretation of the said Contract.

22.2 Unless stipulated otherwise in the Offer, the language used during and for the performance of the Services shall be the English language. The documents supplied by the Parties shall be in English and any discussion or exchange also in English.

#### ARTICLE 23 – GENERAL DATA PROTECTION REGULATION (GDPR)

Insofar as concerns its services, ROBATEL Industries is responsible to collect and process the personal data of its customers and in a general manner, of any visitor to its website. Our company ensures to comply with data privacy legislation, particularly in regard to the provisions of the Data Protection Law of 06 January 1978 and the General Data Protection Regulation (EU Regulation 2016/679) or GDPR. ROBATEL Industries implements technical and organisational measures that meet regulatory requirements and where applicable, imposes the same level of requirements contractually on its subcontractors.

**Data collection:** Insofar as concerns its relationship with ROBATEL Industries, the Customer is responsible to communicate its personal data by various different means such as when browsing the Internet, on our social networks when completing



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various forms or surveys, when making contact with a view to making a contract with ROBATEL Industries or where the interested party transmits its personal data by any other means (exchanging business cards and emails, in particular).

**Data processing:** The data collected shall be used to process the orders/contracts concluded with ROBATEL Industries, to monitor sales follow-up and customer relations, prepare accounting records (delivery slips, invoices, etc.), etc.

**Retention period:** ROBATEL Industries undertakes to retain the personal data relating to its customers, suppliers, prospects or various contacts for a period not exceeding the one defined by the relevant legitimate interest for which the personal data is processed, with due regard to the legal retention periods prescribed by the governing laws.

**Recipients:** The data collected by ROBATEL Industries is considered confidential and is subject to restricted access within the organisation via our CRM software and the messaging shared internally with the departments concerned. Accordingly, only the Sales and Accounts Departments have access thereto.

**Right of access:** All our customers, suppliers or various contacts may exercise at any time their rights of access, correction and deletion of the data relating to them, as well as their right of limitation or objection to the processing and portability of their personal data, by simply applying in writing to the following address: [commercial@robatel.fr](mailto:commercial@robatel.fr).