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The company named "ROBATEL Industries" (Simplified joint-stock company (*Société par actions simplifiée*), 433911351 RCS Lyon, 12 Rue de Genève, 69740 Genas - France) is hereinafter referred to as the "Supplier".

Unless otherwise formally agreed by the Parties, these General Conditions of Sales ("GCS") shall apply to all Work (defined below) provided by the Supplier.

ARTICLE 1 – DEFINITIONS

« **Documentation** » means the list of documentary deliverables required under the Contract;

« **Customer** » means the legal entity purchasing the Work under the Contract;

« **Contract** » means the agreement between the Supplier and the Customer for the supply of the Work in accordance with the Supplier's acceptance of the order, the Supplier's commercial offer and the GCS, together with any other documents expressly referred to in the aforementioned documents;

« **Input Data** » means all documents and information of any kind communicated by the Customer and necessary for the Supplier to perform the Work;

« **Equipment** » means the goods including spare parts to be supplied by the Supplier under the Contract;

« **Intellectual Property Rights** » means (i) all intellectual and industrial property rights, including all patents, trademarks, trade names, designs and models, copyrights, moral rights, and rights relating to databases [in all cases, whether or not such rights are filed/registered, whether or not such rights are capable of being filed/registered in any country whatsoever for the full term of such rights including any extensions or renewals of such rights and including any filings/registrations and any applications to file/register any of such rights and any rights to make an equivalent application] and all rights and forms of protection of a similar nature or having an equivalent or similar effect to any of such rights in any country whatsoever ; and (ii) all trade secrets, rights of confidentiality and other proprietary rights including all rights of know-how and other technical information;

« **Party or Parties** » means individually or collectively to the Supplier and/or the Customer;

« **Work** » means the provision of Services and/or supply of Equipment by the Supplier to the Customer under the Contract and in accordance with the terms thereof;

« **Price** » means the financial consideration agreed between the Parties and paid by the Customer to the Supplier for the performance of the Work under the Contract;

« **Service(s)** » means the services to be performed by the Supplier under the Contract;

« **Site** » means the location(s) specified in the Contract where the Equipment is to be supplied, installed and/or the Services performed.

ARTICLE 2 – SCOPE

2.1 The Supplier shall perform the Work in accordance with the technical requirements and schedule defined in the Contract.

2.2 Pursuant to Article L.441-6 of the French Commercial Code, the GCS constitute the basis for commercial negotiations between the Parties concerning the sale of Work. The GCS take precedence over any general terms and conditions of purchase, whether they appear on orders, acknowledgements of receipt or correspondence, unless the Supplier expressly agrees otherwise in writing.

2.3 In the context of the performance of intellectual services, the Supplier is bound by a general obligation of means.

ARTICLE 3 – INPUT DATA

3.1 The Customer undertakes to make the Input Data available to the Supplier prior to the Contract coming into force and, at the latest, at the kick off meeting and free of charge. The Customer guarantees the completeness and accuracy of the Input Data. The Supplier is under no obligation to check the Input Data in detail, with the exception of any apparent gross error.

The Customer undertakes to indicate whether the Input Data provided are subject to applicable export control regulations.

3.2 In the event that the Supplier becomes aware that the Input Data is incorrect and/or incomplete at any time during the performance of the Contract, it shall inform the Customer thereof as soon as possible. The Customer undertakes to communicate the missing and/or corrected Input Data within the period agreed with the Supplier. Upon receipt of the corrected and/or completed Input Data, the Supplier shall assess the impact thereof on the performance of the Contract and shall remain entitled to request that an amendment be issued in accordance with article 6 hereof.

3.3 Any receipt of new Input Data after the Contract has come into force shall give rise to an assessment by the Supplier as soon as possible concerning the possible consequences on the performance of the Contract, including on the Contract price and the performance schedule. In the event of an impact, article 6 hereof shall apply.

ARTICLE 4 – DOCUMENTATION & LANGUAGE

4.1 For the purposes of performing the Contract, the language (including the documents necessary for the Supplier to perform the Work) to be used within the Supplier's structure is French, in accordance with Law n° 94-665 of 4 August 1994 known as the "Toubon Law". Consequently, the Documentation is drafted in French and exchanges between the Parties are held in French, unless otherwise agreed by the Parties.

4.2 If applicable under the Contract, the Supplier shall submit the Documentation to the Customer for review and validation. The Customer must analyse and, where appropriate, communicate its comments within TEN (10) days or any other period agreed by the Parties from the date of receipt of the Documentation.

4.3 Any delay of the Customer in relation to the aforementioned period shall result in a change to the execution schedule, without any liability of the Supplier.

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ARTICLE 5 – SCHEDULE

5.1 The schedule of the Contract performance starts from an event set out in the Contract ("T0") subject to all of the following events having taken place:

- Signature of the Contract by both Parties ;
- Kick off meeting with the Customer;

5.2 The Supplier's compliance with the schedule is subject to (i) the receipt of all the Input Data required for the proper performance of the Work and (ii) the Customer's compliance with its own obligations under the Contract.

5.3 The milestones relating to the performance of the Work are only indicative and may not give rise to liquidated damages, unless specifically agreed by the Parties.

5.4 In the event that the Contract provides for the application of liquidated damages in case delayed performance of the milestones identified as being subject to liquidated damages, only attributable to the Supplier, it is agreed between the Parties that these liquidated damages are equal to 0.5% of the Contract Price per full week of delay and capped at 5% of the Contract Price. These liquidated damages are the sole and exclusive remedy towards the Customer in respect of the delay. It is agreed between the Parties that if the Supplier proves to have made up the delay so that the final milestone for completion of the Work is met, then the liquidated damages applicable to the intermediate milestones shall be waived and, if applicable, reimbursed to the Supplier.

5.5 Unless expressly agreed by the Parties, a delay attributable to the Supplier may not under any circumstances authorise the Customer to terminate the Contract, including in the event that liquidated damages are applied by the Customer.

5.6 The milestones will be extended, without any formality being necessary, in the event of a delay not exclusively attributable to the Supplier of a duration at least equal to the delay in question and in case of an event of Force Majeure.

ARTICLE 6 – MODIFICATION OF THE CONTRACT

6.1 As a general rule, any change to the terms of the Contract must be agreed in writing by the Parties, in the form of an amendment, under penalty of nullity.

6.2 Consequently, no additional Work may be performed without the written agreement of the Parties as regards the conditions of performance and the consequences for the schedule and the Price.

6.3 In case an event affecting the schedule of the Contract, the scope of the Work and/or the Price, and insofar as such event is not attributable to the Supplier, the Supplier may request a modification of the Contract.

The Supplier must notify the Customer without undue delay following the occurrence of such an event. The Supplier must prepare, at its own expense and without undue delay, and then submit to the Customer a request for modification comprising (a) a description of the Work affected (b) a detailed planning explaining the impact on the schedule and (c) the effects on the Price.

Once agreed by the Customer, the Supplier's request for modification shall give rise to a written amendment approved by the Parties.

6.4 If, after the Contract has come into force, the cost or duration of the Work is modified as a result of a change in the laws and regulations, the Price and the agreed schedule of the Work shall be adjusted accordingly, without prejudice to the Supplier's right to terminate the Contract if the change in the laws and regulations involves, in particular (i) a technical incompatibility, (ii) an impact on safety or (iii) a significant impact on the cost and/or the performance methods provided for the performance of the Work.

ARTICLE 7 – PRICE

7.1 The Price is understood to be in Euros, exclusive of VAT and excluding any tax, duty or other similar charge.

7.2 Unless otherwise agreed in writing, the Price may be revised or updated in accordance with the conditions set out in the Supplier's commercial offer.

ARTICLE 8 – INVOICING & PAYMENT

8.1 The Contract defines the terms of payment agreed by the Parties.

8.2 Unless otherwise agreed, the Customer shall pay each invoice in full, by transfer, within thirty (30) days of the concerned invoice date, to the bank account and in the currency indicated in the Contract or on the invoice. Payments shall only be made from bank accounts in the country of the Customer's registered office and from bank accounts opened in the Customer's own name.

8.3 No discount is granted in case of early payment.

8.4 In the event of late payment by the Customer, and in application of the law on the economy modernisation (LME) of 01 January 2009, (i) a late payment penalty of a minimum amount equal to three times the legal interest rate in force on the day the invoice is sent + 10 points is applied automatically. This rate is applied to the amount of the unpaid invoice including VAT. Interest shall accrue until the sum has been paid in full. (ii) An additional flat-rate indemnity of 40 euros for recovery fees is also applied (Decree 2012-1115 of 2 October 2012).

8.5 In the event of late payment by the Customer, the Supplier is entitled to suspend performance of the Contract until all invoices due have been paid in full. If, however, the Customer's late payment exceeds NINETY (90) days from the due date of an invoice, the Supplier reserves the right to terminate the Contract, due to the exclusive default of the Customer, under the conditions set out in article 20.

8.6 Any dispute by the Customer concerning an invoice issued by the Supplier must be notified to the Supplier within a period of THIRTY (30) days from the date of issue of the concerned invoice. After this period, the invoice may no longer be contested by the Customer.

8.7 Under no circumstances may any complaint or claim by the Customer have the effect of deferring or suspending any payment obligation arising from the Contract.

8.8 The Customer is not authorised to make any set-off whatsoever between a due and payable claim of any nature whatsoever which it may have against the Supplier and a due and payable debt of any nature whatsoever which it may owe to the Supplier (for example, an invoice).

ARTICLE 9 – DELIVERY & TRANSFER OF RISKS

9.1 Unless specifically agreed otherwise by the Parties, delivery of the Equipment shall be FCA "Supplier's site" in accordance with the latest edition of Incoterms® published by the ICC.

9.2 The risks relating to the Equipment are accordingly transferred to the Customer upon delivery without prejudice to the Supplier's right to invoke the benefit of the retention of title clause set out in article 10 below or to make use of its right of retention.

9.3 Any claim for lack of conformity of the Equipment delivered is considered null and void if it is made more than SEVEN (7) days after the concerned delivery.

9.4 If, after having been notified that the Equipment was ready for shipment, the Customer failed to take delivery or to provide adequate shipping instructions, the Supplier shall be entitled to place the Equipment in an appropriate warehouse at the Customer's expense. Once the Equipment has been placed in a warehouse, delivery shall be deemed to have been made and the risks shall be transferred to the Customer, who shall pay the Supplier accordingly.

ARTICLE 10 – RETENTION OF TITLE

10.1 The delivered Equipment remains the property of the Supplier until full payment of the Price in accordance with Law 80.335 of 12 May 1980.

10.2 The Customer is authorised to resell the Equipment as they are or after processing, but it shall then assign to the Supplier all claims arising to its benefit from the resale to third parties, up to the amount of the Supplier's own claim in principal, interest and costs.

10.3 In the event of the Customer failing to comply with a payment milestone or in the event of a breach of the present article, the Supplier may demand, by registered letter with acknowledgement of receipt, the return of the Equipment at the Customer's exclusive expense.

ARTICLE 11 – TOOLING

The tools, their design and production, necessary for the performance of the Contract are and remain the exclusive property of the Supplier.

ARTICLE 12 – SERVICES ON SITE

12.1 In order to enable the Supplier to fulfil its contractual obligations, by providing the Services diligently and adequately, the Customer shall provide, at no cost to the Supplier, all facilities, tools and assistance reasonably requested by the Supplier, which may include, but are not limited to:

a) Adequate access to the Site, permanent and unrestricted access to the Equipment on which the Services are performed, satisfactory environmental conditions for the Equipment, adequate lifting devices and scaffolding, all necessary masonry,

carpentry, and construction work, adequate security for the Site and for the Equipment from the time of delivery, electrical power in accordance with the Supplier's requirements, necessary lighting, and any other necessary facilities or assistance.

b) A safe working environment (including, as appropriate, general safety instructions and special protective clothing).

12.2 Unless otherwise agreed, the Supplier shall not be responsible for unloading the Equipment and moving it to the place of installation.

12.3 If, in the opinion of the Supplier, the environmental conditions at the Site are not suitable for the installation of the Equipment or the performance of the Services, if there is no safe working environment at the Site or if the Customer is in default in providing the equipment or assistance to be provided in accordance with the Contract, the Supplier's obligations to provide the Services shall be suspended (without liability on the part of the Supplier) until the conditions have been rectified to the satisfaction of the Supplier. Any period for completion of the Services shall be extended accordingly.

12.4 If the Equipment has suffered damage or deterioration after delivery and before the start of the Services, the Equipment shall be restored to a satisfactory condition at the Customer's expense before the Supplier is required to provide the relevant Service(s).

12.5 In the event that the materials or tools belonging to the Supplier and necessary for the performance of the Services must remain on site after the Services have been performed for specific reasons (e.g. intervention in a controlled area) then these materials or these tools will be transferred to the Customer in return for an amount agreed by the Parties prior to any intervention on site.

ARTICLE 13 – ACCEPTANCE OF THE WORK

13.1 The Work, with the exception of the tools, shall be formally accepted by means of an acceptance report signed by both Parties.

13.2 If the Customer fails to sign the acceptance report within TEN (10) days after being notified of said report, the Work shall be deemed to have been accepted by the Customer without reservation.

13.3 Consequently, the Supplier shall be entitled to issue any invoices relating to the acceptance of the Work.

ARTICLE 14 – CONFIDENTIALITY & INTELLECTUAL PROPERTY

14.1 All Intellectual Property Rights relating to the Work, including the Equipment and Documentation remain the exclusive property of the Supplier subject to the rights of third parties.

14.2 The Supplier shall also retain the Intellectual Property Rights of all inventions, designs and processes made or developed by it in the performance of the Contract.

14.3 The commercial exploitation of the Intellectual Property Rights of the Supplier or of third parties is strictly prohibited.

14.4 The Supplier grants the Customer a non-exclusive, non-transferable licence and royalty free to use the Documentation relating to the Equipment and/or Services supplied by the

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Supplier to the Customer under the Contract on the strict condition that this Documentation is not copied (unless expressly authorised under the applicable law) and that the Customer respects its strictly confidential nature, does not disclose it to third parties or allow third parties to have access to it (except for the Supplier's user manual or equivalent). It is understood that use of the Documentation is limited to the purpose for which it is intended.

14.5 The Customer warrants that any drawings/models or instructions provided or given (including Input Data) by them do not infringe any Intellectual Property Rights in the performance of the Supplier's obligations under the Contract and shall indemnify the Supplier against any reasonable costs and expenses or damages that the Supplier may incur as a result of the breach of this warranty.

14.6 The Parties undertake not to communicate or disclose to third parties, in whole or in part, any information of any nature whatsoever disclosed by either Party in the context of the Contract.

14.7 The obligation of confidentiality will remain in force FIVE (5) years after the end of the Contract, for whatever reason.

ARTICLE 15 – LIABILITY

15.1 Notwithstanding any other provision of the Contract, the Customer waives any right of recourse against the Supplier for any immaterial and/or indirect damage, in particular, without this list being limitative, loss of profit, loss of operation or production, loss of revenue, cost of capital, increase in operating costs, loss of any contract or any indirect damage, loss, incidental suffered by the Customer in the context of or following the performance of the Work, whether foreseeable or not on the date of signature of the Contract.

15.2 The Supplier may not be held liable for any damage caused by, or resulting from, any action, negligence, failure, error, omission, incompleteness of documents, information and data provided, in particular the Input Data (i) by the Customer or (ii) by a third party, other than the Supplier and one of its subcontractors or suppliers.

15.3 Notwithstanding any other provision of the Contract, it is expressly agreed that the Supplier's aggregate liability for all losses, costs, including legal costs, damages (except personal injury), claims or actions arising directly or indirectly out of the Contract, resulting from breach of contract, misrepresentation, breach of statutory or regulatory duty, infringement of Intellectual Property Rights or otherwise, shall be limited to the Contract Price actually paid by the Customer.

15.4 The Supplier's liability for omission, error, inadequacy or any other defect in the performance of the Work shall be limited to a new performance of the Work at its own expense in order to remedy such defects unless the Supplier proves that it was not responsible for the occurrence of the defects.

15.5 In any event, the Supplier may not be held liable by the Customer if a claim is not formally addressed to the Supplier within SIX (6) months of acceptance of the Work.

15.6 The Customer and its insurer defend and indemnify and hold harmless the Supplier against any claim made by third parties, beyond the limits of liability set out above.

15.7 The Customer shall defend, indemnify and hold harmless the Supplier in respect of any loss of life or property, personal injury, property damage, legal proceedings, suits and or claims by third parties, including without limitation, legal fees and costs, suffered or incurred by the Supplier and arising directly or indirectly from any wrongdoing, negligence or breach of the Contract caused by the Customer or the entities and persons under its authority.

ARTICLE 16 – WARRANTY

16.1 No other representations, warranties or conditions of any kind whatsoever, whether express or implied, are applicable concerning the quality, commercial value or compatibility of the Work for any uses other than those described in the specifications and those clearly communicated by the Customer and expressly accepted by the Supplier, in order to meet the Customer's specific requirements. These warranties represent the only recourse in the event of defects.

16.2 WARRANTY APPLICABLE TO THE EQUIPMENT

16.2.1 Subject to the other provisions of the Contract, the Supplier warrants (i) full ownership and unrestricted use of the Equipment, and (ii) that the Equipment manufactured by the Supplier complies with the Supplier's specifications, complies with all regulatory requirements applicable within the European Union and is free from all defects in material and workmanship.

16.2.2 The period of warranty applicable to the Equipment is TWELVE (12) months from the date the Equipment is made available or EIGHTEEN (18) months from the completion of assembly if this is carried out by the Supplier, whichever period expires first.

16.2.3 The implementation of the warranty may only entail for the Supplier the obligation, at its discretion, to repair or replace strictly the parts considered as defective by the Supplier without giving entitlement to any compensation whatsoever.

16.2.4 Any repaired or replaced item of the Equipment is covered by the warranty for the latest of the 2 following periods: until the expiry of the initial warranty period or for a period of 6 months following the date of repair or replacement.

16.2.5 To the extent permitted by applicable law, repaired or replaced items will be delivered by the Supplier at its expense to the Site in France or, if the Customer is located outside France, FCA in France.

16.3 WARRANTY APPLICABLE TO SERVICES

16.3.1 Subject to other provisions of the Contract, the Supplier warrants that it will carry out the Services as described by the Supplier and subject to the specification, with all reasonable care and skill applicable in the Supplier's industry.

16.3.2 The Supplier warrants that all Services provided will be free from defects for a period of THREE (3) months from completion of the Services.

16.3.3 If the warranty applies, the repair is limited to the correction of the part of the Services which, in the Supplier's opinion, was defective.

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16.4 WARRANTY SCOPE AND EXCLUSIONS

16.4.1 Notwithstanding articles 16.2 and 16.3 hereof, the Supplier shall not be liable for any defect or non-conformity with the Customer's specifications caused by (i) normal wear and tear, (ii) an accident, (iii) materials or manufacturing supplied by the Customer or whose incorporation into the Equipment is requested by the Customer, (iv) failure to comply with the storage, installation or operating instructions supplied by the Supplier or failure to comply with environmental requirements, (v) a lack of conformity with the Supplier's specifications, installation or operating instructions provided by the Supplier or failure to comply with environmental requirements, (v) lack of maintenance, (vi) inappropriate use, (vii) any modification or repair carried out without the Supplier's prior written authorisation, (viii) the use of unauthorised spare parts or (ix) any other cause that is not due to a fault on the part of the Supplier. The costs incurred in investigating and rectifying such non-conformities shall be borne by the Customer, at the Supplier's request.

16.4.2 In order to be able to apply the warranty, the Customer must (i) notify the Supplier, in writing, without delay, and at the latest within FIFTEEN (15) days of the occurrence of the defects that it attributes to the Equipment or the Services and (ii) provide all the evidence necessary to demonstrate the reality of the defects alleged by the Customer.

16.4.3 The Customer must give the Supplier every ability and access to carry out the observation of these defects and to remedy them.

16.4.4 In the event that this warranty is applied by the Customer, the Supplier shall carry out an assessment within a period to be agreed between the Parties. At the end of this assessment, the Supplier will send a report.

16.4.5 If the assessment reveals that the defect is not due to the Supplier, then the Supplier shall not be held liable. The Customer shall be reimbursed for all costs associated with the assessment.

16.4.6 The Customer agrees to refrain from carrying out the repair itself or having it carried out by a third party, except with the Supplier's express agreement, or in the event of an urgent situation. Failing this, the Customer accepts that any repair carried out outside the situations authorised above (i) will be carried out at the Customer's own risk, (ii) will consequently not be covered by the Supplier's warranty and (iii) will result in the immediate expiry of the warranty period applicable to the Work, without any formality being necessary.

16.4.7 If an intervention on Site under the warranty is necessary, it is understood to be for a working schedule of 8 hours per day, 5 days per week.

16.4.8 For raw materials, materials or equipment and commercial accessories incorporated into the Supplier's Work, their warranty is limited to that the warranties provided by the manufacturers of said materials, materials or equipment and accessories.

16.4.9 The costs of dismantling and reassembling the Equipment on Site as well as the costs of transporting the Equipment to the Supplier's premises shall be borne by the Customer.

ARTICLE 17 – GOOD MADE AVAILABLE

17.1 To the extent the Contract provides for a good to be made available by the Customer, such item may or may not be included in the Work, the Customer undertakes to provide the Supplier, prior to the delivery of the item, with all the information and documents required for the use of the item by the Supplier in the context of the Work, in particular instructions for assembly and disassembly, storage, anchoring, handling, etc.

17.2 The Customer warrants that the good made available are compatible with the use intended by the Supplier and with its needs.

17.3 Any late delivery of the good shall result, without any formality, in the postponement of the schedule, without any liability of the Supplier.

17.4 The Supplier undertakes to comply with the Customer's instructions and to use the good under conditions of normal use and solely within the scope of the Work.

17.5 The goods made available remain the property of the Customer and the Customer agrees to provide appropriate marking on the good.

17.6 If applicable, a report must be issued by the Parties upon handover and collection of the good made available.

17.7 The Customer shall remain liable for any damage caused by the good during the period in which it is made available, provided that the Supplier complies with the conditions of article 17.4.

17.8 The Supplier's liability is limited to the loss of the good and damage caused to the good during its use by the Supplier. Any financial compensation shall be limited to the amount covered by the Supplier's insurance cover for the good made available.

ARTICLE 18 – FORCE MAJEURE

18.1 Neither of the Parties shall be held liable for failure to fulfil its contractual obligations if such failure is due to an event of force majeure, defined as any unforeseeable, irresistible event resulting from circumstances external to the Parties, making it impossible to perform the Contract, including, but not limited to natural disasters, war, armed conflict or acts of terrorism, civil unrest, fire, explosion, accident, flood, sabotage, governmental decisions, actions or inactions, epidemics, strike, lock-out or any injunction (hereinafter "Force Majeure").

18.2 In the event of a Force Majeure event affecting one of the Parties, the Contract shall be suspended, without liability, until the event in question disappears, is extinguished or ceases.

18.3 In the event of a Force Majeure event, the obligations affected are automatically extended for a period at least equal to the delay caused by the occurrence of the Force Majeure event. It is understood that this extension shall not give rise to any liability, including penalties, on the part of the Party prevented from fulfilling its obligations.

18.4 This article does not apply to the Customer's obligation to pay any invoice due.

18.5 If it is not possible to resume performance of the Contract within a period of NINETY (90) days from the occurrence of the Force Majeure event, the Parties shall meet in order to discuss a

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modification to the Contract. If the discussions fail, the Contract shall be terminated ipso jure by the most diligent Party by means of a registered letter with acknowledgement of receipt sent to the other Party, it being specified that the Customer shall then be obliged to pay, from the date of termination of the Contract, the Supplier's reasonable costs and expenses relating to any Work in progress and to pay, from the date of termination of the Contract, for the Equipment delivered and the Services performed on the date of termination of the Contract.

ARTICLE 19 – SUSPENSION

19.1 The Supplier may decide to suspend performance of the Contract by simple registered letter with acknowledgement of receipt, in the event that the Customer does not comply with its own contractual obligations, as authorised by article 1220 of the Civil Code, in particular in the event of failure to provide the Input Data in accordance with article 3 and/or non-payment by the Customer of the sums due on the agreed due date.

19.2 The suspension shall be effective from the date on which the registered letter with acknowledgement of receipt is sent, until the Customer's contractual obligations have been fulfilled in full, in particular, where applicable, the payment of the unpaid invoice as well as the costs generated by the suspension and the associated default interest.

19.3 The deadlines for performing the Work shall be extended ipso jure by at least the duration of the suspension and any consequences that this suspension may have caused.

19.4 Suspension at the Supplier's initiative does not involve the Supplier's liability. Therefore, it does not entitle the Customer to any compensation and may not be considered as grounds for termination of the Contract by the Customer.

19.5 In the event of suspension of performance of the Work by the Customer, the Customer shall be liable to the Supplier for the direct and indirect financial consequences borne by the Supplier as a result of this suspension, including the costs of storing and insuring the Equipment and of mobilising and demobilising the Supplier's resources. The Customer has the obligation to pay for all Work already performed.

19.6 In the event that the suspension exceeds a period of THREE (3) months from the notification of the suspension, the Supplier reserves the right to terminate the Contract, without liability of any kind whatsoever.

ARTICLE 20 – TERMINATION

20.1 In the event that one of the Parties breaches one of its material obligations under the Contract, the other Party may, by means of written notification, request it to remedy this breach. If, within SIXTY (60) calendar days of said notification, the defaulting Party has not remedied the breach, the non-defaulting Party is entitled to notify the defaulting Party of the termination of the Contract, ipso jure and without further formality.

20.2 The Work performed on the date of termination must be paid to the Supplier by the Customer; it being specified that the Work in progress shall be paid upon justification of the expenses incurred.

20.3 In case of termination of the Contract, the Customer shall return all goods and documents belonging to the Supplier which may be in its possession or under its control and undertakes to destroy all copies.

ARTICLE 21 – NON-EXCLUSIVITY

The Customer does not benefit from any exclusivity in the performance of the Contract. Consequently, the Supplier reserves the right to perform the same or similar works for other customers.

ARTICLE 22 – ENTIRE AGREEMENT

The Contract and the GCS constitute the entire agreement between the Parties with regard to the transactions referred to herein and supersede all prior oral and written agreements between them relating to the subject matter hereof. In the event that any of the articles, sub-articles or other provisions hereof are declared null and void or ineffective by a court of law, such provision shall be deemed deleted without affecting the validity of the remaining provisions hereof.

ARTICLE 23 – GENERAL DATA PROTECTION REGULATION (GDPR)

23.1 The Customer and the Supplier shall comply with their obligations under all applicable data protection laws in respect of the Work to be provided under the Contract.

23.2 The Parties shall only exchange the personal data of persons ("data subjects") involved in the performance of the Contract. It is the responsibility of the Party providing the data to ensure that the data is collected in accordance with the applicable confidentiality rules.

23.3 Each Party agrees that with respect to personal data provided by the other Party, it shall: (a) use only the personal data of persons involved in the performance of the Contract and only for that purpose; and (b) ensure that appropriate technical and organisational measures are implemented against unauthorised or unlawful processing of such personal data and against any accidental loss or destruction, alteration or damage caused to the personal data; and (c) transfer such personal data to third parties solely for the purposes of performing the Contract and only after adequate protection has been put in place; and (d) comply with any reasonable request made by the other Party to ensure compliance with the measures included in this article.

Please address your requests and questions to the following address: rgpd@robotel.fr.

ARTICLE 24 – ETHIC & COMPLIANCE

24.1 The Customer undertakes to respect the principles of the Supplier's Code of Ethics. Any situation contrary to the principles of the Code of Ethics shall be reported to: alerte@robotel.fr.

24.2 The Parties undertake to carry out their activities in compliance with the standards of international law and national law(s) applicable to the Contract, in particular those relating to :

- human rights and fundamental freedoms;
- embargoes, arms and drugs trafficking and terrorism;
- trade, import and export licences and customs;
- the health and safety of employees and third parties;
- environmental protection;

- economic violations, in particular corruption, fraud, influence peddling, swindling, theft, misuse of company assets, counterfeiting, forgery and any related offence;
- the fight against money laundering;
- competition law.

24.3 The performance of the Contract is subject to compliance with all applicable laws, regulations and other obligations relating to the control and sanction of imports and exports. However, these laws and regulations may be subject to change from time to time, particularly during the processing of a contract. If the Supplier does not obtain the necessary or recommended licences, authorisations or approvals, even as a result of the inaction of a competent government authority, or if such a licence, authorisation or approval is refused or withdrawn, or in the event of a change in any applicable law, regulation or requirement which would prohibit the Supplier from performing the Contract, or which would expose the Supplier, in its reasonable discretion, to any risk of liability under such laws, regulations and other obligations in the performance of the Contract, the Supplier shall be released, without liability or penalty, from any obligation under the Contract.

ARTICLE 25 – APPLICABLE LAW – CONFLICT RESOLUTION

25.1 The validity, interpretation and performance of these GCS are governed by French law, to the exclusion of the 1980 Vienna Convention on Contracts for the International Sale of Goods.

25.2 In the event of any dispute arising out of or in connection with this Contract, the Parties shall endeavour to settle such dispute amicably within a period of FORTY-FIVE (45) days from notification of the dispute by the most diligent Party. Failing amicable settlement, any dispute arising out of or in connection with the Contract shall fall within the exclusive jurisdiction of the Commercial Court of Lyon, even in the event of multiple defendants or the introduction of third parties.
