

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE ROBATEL Industries	Code	Designation	Rev	Page
		COM	CGV	A	1/7

1. Definitions

Deposit: refers to the percentage of the Price which the Customer must pay ROBATEL Industries in advance, with due regard to the conditions of the Offer.

Order: refers to the request for equipment or for services placed 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 made between ROBATEL Industries and the Customer, comprised of the following documents:

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

In case of discrepancy in or contradiction between the provisions in 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 transmitted by ROBATEL Industries to the Customer.

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

Services: refers to the provision of design studies and/or services, and/or supplies in the widest sense, supplied to the Customer by ROBATEL Industries pursuant to the Contract, as described in the Offer.

Prices: refer to the financial reward which the Customer undertakes to pay ROBATEL Industries in consideration for carrying out the Services defined in the Offer.

2. Generalities

- a) Unless specified otherwise, this document prevails over all conditions of purchase stated on documents originating from the Customer, regardless of their nature whatsoever.
- b) Acceptance by the Customer of ROBATEL Industries' Offer amounts to express acceptance of these General Conditions of Sale.
- c) Any amendment to the conditions of the Contract must be the subject of a written agreement between the Parties, failing which it shall be null and void.
- d) The period during which the Offer is valid is limited to THREE (3) months from the date the Offer was sent to the Customer, except in explicit contrary cases specified therein.
- e) ROBATEL Industries reserves the right to withdraw an Offer made 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.

3. Obligations of the Parties

- a) ROBATEL Industries will deliver the Services to comply with the technical specifications, best industry practice and the schedule of work defined in the Contract, without prejudice to article 10 of these General Conditions of Sale.
- b) 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 in good time.

4. Time periods and procedures for implementation

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE	Code	Designation	Rev	Page
	<u>ROBATEL Industries</u>	COM	CGV	A	2/7

- a) The periods of performance are specified in the Offer from ROBATEL Industries and are counted from receipt of all the data required for the Services to be carried out successfully by ROBATEL Industries and meet appropriate standards. Provisions in the Contract pertaining to time periods are applied subject to the Customer meeting its own obligations under the Contract, in particular insofar as concerns supplying all the input data required.
- b) Performance periods shall be extended without the need for any formality, in the event of delay for reasons not exclusively attributable to ROBATEL Industries, by a period at least equivalent to the delay in question and in all cases in the event of a case of Force Majeure.
- c) Unless the Parties provide otherwise, a delay attributable to ROBATEL Industries shall not of itself alone amount to an event sufficient to result in termination of the Contract.
- d) Changes to contractual provisions shall only be effective after both Parties have signed a Supplementary Agreement (or Change Order).
- e) No additional Service may be commenced without the written agreement of the Parties as to its terms, conditions and practical arrangements. In particular, the effects this additional request might have on any current schedule and its financial consequences must be described.
- f) The Parties will make a Supplementary Agreement once the additional Services reach 5 (five) % of the Contract.

5. Prices

- a) The Prices are understood to be in euros and exclusive of all taxes.
- b) The Price for Services to be performed on a continuing basis shall be revised each year, on the anniversary date of signature of Contract, in accordance with the formula stated in the Offer.
- c) Should there be no price revision formula in the Offer, the price will be revised at each billing period 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 offer.

The reference indices are as follows:

Indices	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.: FM0A EBIQ000005M	EBIQ0

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE	Code	Designation	Rev	Page
	<u>ROBATEL Industries</u>	COM	CGV	A	3/7

6. Payment

- a) The Offer specifies the Price and operative event triggering payment terms.
- b) The Offer may stipulate that the Customer pays ROBATEL Industries a Deposit.
- c) Unless stated otherwise in the Offer, payments are made within THIRTY (30) days following date of invoice, by bank transfer, based on the "RIB" (Bank Identity Details) forwarded at the same time as the invoice.
- d) In case of late payment, late payment interest shall be applied to the amount of the invoice in question, all taxes included, plus a flat-rate charge of forty (40) euros, for costs of collection. These sums shall be due and payable as a matter of law with effect from the day after the settlement date shown on the invoice, and shall run until payment is effectively made by the Customer. The rate of late payment interest is equivalent to the interest rate applied by the European Central Bank plus TEN (10) percentage points.
- e) Any dispute by the Customer relating to an invoice issued by ROBATEL Industries must be notified to ROBATEL Industries within thirty (30) days from the date of issue of the invoice in question. Once this period has passed, the invoice may no longer be challenged.
- f) Failure to pay by the Customer may, at our sole discretion, lead to suspension of any deliveries in progress and in all cases, will imply payment of all subsequent invoices at sight. In case of non-payment of an invoice within TWO (2) months from the date the unpaid invoice was issued, ROBATEL Industries reserves the right to terminate the Contract with no compensation in favour of the Customer. In the case of a failure to pay giving ROBATEL Industries the right to terminate the Contract, it is agreed that the Customer will accept liability for the sums outlaid in the course of performing the Contract.
- g) In no case may any complaint or claim from the Customer have the effect of deferring or suspending payments.

7. Entry into force and Start Date - Term of the Contract

- a) The Contract shall come into force on the date on all the following conditions are met:
 - Signature of the contract by both Parties;
 - Meeting with the Customer following transmission of the input data, in the conditions below:
- b) The start date of the Services is the date communicated by ROBATEL Industries following delivery of all input data by the Customer. The contract performance periods shall be counted accordingly, from the notification made by ROBATEL Industries.
- c) The term of the Contract and the conditions in which it may be rolled forward, are set forth in the Offer. Failing which, the Contract remains in force until final delivery and related payment for the Services has been made by the Customer.

8. Acceptance of the Services

The Services (with the exception of any tooling) must 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. That being the case, all acts carried out pursuant to the contract shall be deemed lawful, in particular insofar as concerns invoicing of the sums due to ROBATEL Industries under the Contract.

9. Retention of title

The products and goods delivered remain our property until full payment of the price in accordance with the law 80.335 of May 12th, 1980.

The Customer is authorized to resell the said products and goods in state or after transformation but then cedes to ROBATEL Industries all benefits from resale to third parties, interest and costs included on own claim.

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE <u>ROBATEL Industries</u>	Code	Designation	Rev	Page
		COM	CGV	A	4/7

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

10. Tooling

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

11. Shipping

Unless agreed otherwise, transport, insurance, customs, handling, delivery to final position are at the charge, cost, risk and liability of the Customer on whom it falls to check the shipments on arrival, express any appropriate reservations on the waybill and, if appropriate, to exercise recourse against the carriers within the legal time periods, even if the sale was made free delivered to customer or positioning included.

12. Transfer of Risks

Delivery is deemed made in the workshops of ROBATEL Industries. Accordingly, risks transfer to the Customer upon delivery without prejudice to ROBATEL Industries' right to rely upon the retention of title (ownership) clause or to make use of its right of retention.

13. Confidentiality and Intellectual Property

- a) All intellectual and/or industrial property rights pertaining to the Service shall, subject to the rights of third parties, be the exclusive property of ROBATEL Industries.
- b) ROBATEL Industries grants the Customer a non-exclusive non-transferable licence over 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 prepared.
- c) The Customer undertakes not to pass on or disclose to any third parties, all or part of any information of any nature whatsoever, disclosed by ROBATEL Industries and its associated staff pursuant to the Contract.
- d) This confidentiality clause shall remain in force for TWO (2) years after the end of the contract, regardless of the cause.

14. Liability of the Parties

- a) ROBATEL Industries carries out the Services in the context of a best efforts obligation, within the limits set in article 3 of these General Conditions of Sale.
- b) The Customer waives all recourse against ROBATEL Industries for any economic loss and/or consequential damage, in particular loss of profit, loss or operations or production, loss of income, capital cost, increase in operating costs, loss of any contract or any consequential damage or loss suffered by it in the context of or following completion of the Services.
- c) ROBATEL Industries shall not be held liable for any harms or damage caused by or arising from an action, negligence, failure, error, omission, 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.
- d) It is expressly agreed that the cumulative liability of ROBATEL Industries on the basis of performing the Contract, in any respect whatsoever, shall be limited to the lower of the following amounts:

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE	Code	Designation	Rev	Page
	<u>ROBATEL Industries</u>	COM	CGV	A	5/7

- to the amount of the Contract;
 - to the amount of any payments already collected by ROBATEL Industries under the Contract.
- e) The liability of ROBATEL Industries for omission, error, inadequacy or any other defect in completing the Services shall be limited to a new provision of the Services at its own expense, in order to remedy these defects except in the case where ROBATEL Industries can bring proof that it is not liable for the occurrence of such defects.
- f) In no event shall ROBATEL Industries incur any liability towards the Customer if it does not receive a formal claim within SIX (6) months from acceptance of the Services.
- g) The Customer and its insurers waive all recourse; and warrant to indemnify ROBATEL Industries and hold it harmless against any claim brought by third parties over and above the limits of liability provided above.
- h) If the Contract provides penalty charges for delay or performance, these shall be in discharge thereof an exclusive of any other compensation to which the Customer may claim in such cases. The total amount of any penalty charges may not exceed 5% of the contract price.
- i) The Customer will hold ROBATEL Industries harmless and indemnify it entirely, with the exception of indirect losses, for any loss of life or property, personal injury, damage to property, legal process, proceedings or claims originating from third parties including, in particular, court fees and costs, suffered or incurred by ROBATEL Industries and caused by any reprehensible act, negligence or breach of the Contract perpetrated by the Customer or persons acting under its authority.

15. Warranties

The standard warranty period for material or equipment supplied by ROBATEL Industries against all non-apparent construction or assembly defects (in the case where ROBATEL Industries is responsible for assembly) is 12 months maximum dating from the provision or the completion of assembly.

To implement the warranty, the Customer must advise ROBATEL Industries promptly in writing and no later than within 15 days of their occurrence, of any defects it attributes to the materials or equipment and supply the evidence supporting the reality thereof. It must allow ROBATEL Industries every facility to ascertain these defects itself and remedy the same; in addition, it must refrain (except with ROBATEL Industries' express agreement or in an emergency situation) from carrying out any repairs itself or having the same done by a third party.

If work under the warranty is necessary, it is understood that this is for an 8-hour working day, 5 days a week.

For raw materials, all off-the-shelf hardware or equipment and accessories incorporated into items produced by ROBATEL Industries, the warranty is limited to that given by the manufacturer of the said materials, hardware or equipment and accessories.

The repair, alteration 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 charge, even in case of sale delivered free to the Customer.

Custom work and repairs are not covered by any warranty unless agreed otherwise in writing.

16. Force Majeure

- a) Neither Party shall be held liable for breach of its contractual obligations if this breach is due to a case of Force Majeure, defined as any event that is unforeseeable, irresistible and arising from circumstances external to the Parties making performance of the Contract impossible.
- b) In the event of a case of force majeure, the Contract shall be suspended until the said case has disappeared, been suppressed or ceased. The Customer must pay ROBATEL Industries for any Service or Services initiated before the occurrence of the Force Majeure event.
- c) In the event a case of Force Majeure were to occur, the obligations so affected (except for those pertaining to payment which must be concomitant with the request for payment) shall be automatically extended for a period at least equivalent to the delay caused by the occurrence of the

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE <u>ROBATEL Industries</u>	Code COM	Designation CGV	Rev A	Page 6/7
-------------------------------	--	------------------------	-------------------------------	---------------------	------------------------

Force Majeure event. It is understood that this deferral shall entail no penalty charges for the Party so prevented.

d) If unable to resume performance of the contract within SIXTY (60) days from the occurrence of the force majeure event, the Parties will consult one another amending 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 return receipt addressed to the other Party.

17. Suspension

- a) ROBATEL Industries may choose not to cancel the Contract but to suspend performance thereof by simple registered letter with proof of receipt in case the input data are not forthcoming within the agreed time periods, or of non-payment by the Customer of the sums due on the agreed schedule. Suspension shall take effect from the date of which the registered letter with proof of receipt is posted and run until settlement of the unpaid invoice as well as the costs involved in the suspension and the associated late payment interest. Suspension at the initiative of ROBATEL Industries may not be treated as grounds for cancellation of the Contract by the Customer and does not lead to any compensation in its favour.
- b) In case of suspension in performance of the Services by the Customer, the latter shall be liable to ROBATEL Industries for the financial consequences borne by ROBATEL Industries because of this suspension and shall be bound to pay for all the Services already completed. If this suspension were to last more than THREE (3) months, ROBATEL Industries reserves the right to cancel the Contract.
- c) The periods for performance of the Services are extended as a matter of law to at least the period of the suspension and any consequences which this suspension might have caused.

18. Termination

- a) 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 the 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.
- b) The Customer must pay ROBATEL Industries for Services completed as of the date of termination; it is however specified that Services in the course of being performed shall be paid for against supporting documents.
- c) Where 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.

19. Changes in Law

If after the Contract has come into force the cost or duration of the Services is altered because of a change in the laws and regulations, the Price and periods for performance of the Services must be adjusted accordingly, without prejudice to the possibility for ROBATEL Industries to terminate the Contract where the change in the laws and regulations has a significant impact on the cost and/or practical arrangements provided for carrying out and completing these Services.

20. Governing law - Settlement of disputes

- a) These General Conditions of Sale are subject to French law.
- b) In case of disputes arising from 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

ROBATEL Industries	GENERAL TERMS & CONDITIONS OF SALE <u>ROBATEL Industries</u>	Code COM	Designation CGV	Rev A	Page 7/7
-------------------------------	--	------------------------	-------------------------------	---------------------	------------------------

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.

21. Non-Exclusivity

The Customer enjoys no exclusivity in terms of performance of the Contract. Accordingly, ROBATEL Industries reserves the right to carry out the same or similar services for other customers.

22. Language

- a) This Contract is drafted in English which shall be the authentic language for all questions relating to the meaning or interpretation of the said Contract.
- b) Unless stipulated otherwise in the Offer, the working language shall be. The documents produced by the Parties shall be in English and any discussion or exchange also in English.

23. General Data Protection Regulation (GDPR)

Insofar as concerns its services, ROBATEL Industries is liable to collect and process the personal data of its Customers and generally speaking, of any visitor to its Website. Our company strives to comply with data privacy rules, 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 deploys 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 liable to disclose its personal data by various different means such as when browsing the Internet, on our social networks when completing 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 made 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 that necessary for the ultimate purposes for which they are processed, with due regard to the legal retention periods prescribed by the governing laws.

Recipients: The data collected by ROBATEL Industries are considered confidential and are 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 at any time exercise their rights of access, correction and erasure 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