GENERAL TERMS AND CONDITIONS OF SALE

Version 2025.1 applicable as from 13/02/2025

ARTICLE 1 - SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Sales Conditions (hereinafter the "**General Terms and Conditions**") apply to all sales of products and services (hereinafter the "**Products**" and the "**Services"**) in France, Corsica, DROM COM and abroad. Their purpose is to define the terms and conditions under which the professional customer ("**Customer"**) may subscribe to one or more Services and/or acquire one or more Products from any French company in the Group Sicame ("**Seller"**).

ARTICLE 2 - SELLER'S OFFER AND ACCEPTANCE OF TERMS AND CONDITIONS

2.1. All information appearing in the Seller's catalogues, notices and brochures, in particular information relating to the Products and Services, is provided by the Seller for information purposes only, which the Customer expressly acknowledges. The Seller reserves the right to make any modifications of this documentation. The Customer acknowledges that Product references and technical characteristics may change, unless otherwise agreed by the parties. It is therefore the Customer's responsibility to inform the Seller of its need for a specific Product to be available for a given period of time, or for a Service to be available on a given date.
Any offer, quotation or commercial proposal issued by the Seller will be drawn up on the basis of information supplied by the Customer. Unless otherwise expressly agreed in writing by the Seller, the period of validity of an offer is limited to thirty (30) calendar days from the date it is sent.

2.2. These General Terms and Conditions form part of the Seller's offer.

All orders for Services and/or Products sent to the Seller ("Order") imply acceptance by the Customer of these General Terms and Conditions, which the Customer acknowledges having read prior to placing the Order, unless expressly waived by the Seller.

Consequently, the General Terms and Conditions take precedence over any general terms and conditions of purchase or any other documents issued by the Customer, whatever their terms, and supersede any provisions of the general terms and conditions of purchase which may be contrary to them.

The Seller's acceptance of the Order placed by the Customer or any other contractual document or engagement undertaken by the Parties, including these General Terms and Conditions, shall constitute the "Sale Contract".

ARTICLE 3 - ORDERS

3.1 Conditions for placing an Order

Orders are sent by the Customer to the Seller by e-mail unless otherwise agreed.
The Customer must mention on the order form:

- Product and Service references;
- quantities ;
- the place of delivery of the Product or provision of the Service;
- and the date of delivery of the Products or completion of the desired Service.
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In the case of specific Products, the Customer shall provide the Seller, at the time of placing the order, with all drawings, documents or any other information necessary for the execution of the order. Under no circumstances may the Seller be blamed for any error, in particular in the design or manufacture of the Products, which may be the consequence, for example, of an inaccuracy or omission on the part of the Customer in the documents transmitted to the Seller.

3.2 Conditions of acceptance of Order

The Seller will only be bound by the Order once it has been expressly accepted in writing by means of an order acknowledgement "Order Acknowledgement". Once this Order Acknowledgement has been received, the Customer may not modify or cancel the Order without the Seller's prior written consent.

As a reminder, should the Seller do not accept the Order within thirty (30) calendar days from its sending, the Order shall be considered refused. Notwithstanding the foregoing, the Seller reserves the right to make acceptance of the Order conditional upon fulfilment of all or part of the following conditions: (i) receipt of the agreed down payment, (ii) issue of a documentary credit, (iii) obtaining export credit insurance cover and/or (iv) obtaining any authorisation required by the competent administrative authorities. If the conditions required by the Seller are not

fulfilled within forty-five (45) days from the date on which the Seller requests communication of these elements, the Order will not be considered accepted.

3.3 Modification - Cancellation of Order

Any modification and/or cancellation of an Order for Products and/or Services shall, except in cases of force majeure, only be taken into account by Seller at its sole discretion and subject to its prior written agreement.

The economic consequences of such an Order cancellation or modification will be borne by the Customer.

ARTICLE 4 - DELIVERY

4.1. Delivery, delivery times and costs

The Products will be packaged in a standard packaging.

The minimum order is €150 excluding VAT (one hundred- and fifty-euros excluding VAT). For any Order below this amount, a supplement will be applied to reach this amount, on a flat-rate basis.

For orders without hardware or fittings in mainland France (excluding Corsica), Products will be delivered according to the DAP 2020 Incoterm.

Concerning transport costs:

- For Orders of between €150 excluding VAT (one hundred- and fifty-euros excluding VAT) and €500 excluding VAT (five hundred euros excluding VAT), the Customer will pay a contribution to costs of €40 excluding VAT (thirty euros excluding VAT).

- For Orders with fittings in metropolitan France (excluding Corsica), delivery will be made according to Incoterm DAP 2020.

Concerning transport costs:

- For orders over 900 € (nine hundred euros) and in the event that the Customer is unable to unload the Products, the means made available to the Customer (forklift truck, crane, etc.) will be invoiced at actual cost.

- For orders under 900€ (nine hundred euros), shipping will be invoiced at actual cost.

For all deliveries and supplies outside mainland France (Corsica, DROM COM and abroad), lead times and costs will be subject to special conditions, and the Products will be delivered according to the Incoterm 2020 agreed in writing between the Seller and the Customer, failing which, the Incoterm EX WORKS 2020 will apply.

Delivery times for Products and Services are specified in the Order Acknowledgement. They are given as an indication only, and no delay in delivery of the Products or in the provision of Services shall entail any penalty whatsoever for the Seller.

In any event, delays in delivery of the Products or provision of the Services may not under any circumstances justify cancellation of the Order, nor the granting of any compensation to the Customer. They are automatically extended, in the event of delays not attributable to the Seller, notably in the event of force majeure or failure by the Customer to meet its obligations.

4.2. Acceptance of Products and transfer of risks

The risks relating to the Products will be transferred to the Customer according to the Incoterm chosen.

On receipt of the Products, the Customer signs a delivery slip indicating the name of the signatory, the quantities delivered and the date and time of delivery.

In the event of damage to the Products during transport and/or if the said damage is observed during the usual checks carried out by the carrier upon delivery of the Products, the Customer shall immediately inform the Seller in writing, enter reservations on the delivery note, describing the said damage in detail, and retain a copy of the said note. In accordance with article L.133-3 of the French Commercial Code, the Customer shall confirm his reservations with the carrier by registered letter with acknowledgement of receipt within three (3) days of delivery. A copy of the letter sent to the carrier must be sent to the Seller without delay.

The Customer shall indemnify and hold harmless the Seller and/or its insurers in the event that the Customer fails to make such reservations and/or confirm them.

In the event of non-delivery of the Products to the Customer, resulting in the return of the said Product to the Seller, the costs of return and redelivery will be borne by the Customer.

4.3 Complaints - Product returns

4.3.1 Without prejudice to (i) the aforementioned measures to be taken vis-à-vis the carrier and to (ii) the Warranty provisions of section 8.2 below, any complaint concerning the nature, quantity or non-conformity of the Products delivered to the Customer in relation to the Order shall only be admissible if made in writing to the Seller within five (5) working days of the delivery date. No complaint will be accepted by the Seller if it is received after the aforementioned deadline. All claims must be substantiated and do not entitle the Customer to defer payment for Products delivered. The absence of a complaint to the Seller within the aforementioned period or the use of the said Products will lead to the conclusion that the Seller has satisfactorily fulfilled its obligations.

Reservations by the Customer concerning minor defects which do not affect the essential functions and/or performance of the Products ("Minor Defects") shall not prevent acceptance of the Products. In the event of a major defect affecting the Product, the return will be made at the Seller's expense.

4.3.2 The non-conformity of part of the delivery does not release the Customer from its obligation to pay the invoices issued for the conforming Products.

Product returns are only authorized with the prior written consent of the Seller and on the express condition that the Products are catalogue items, are in perfect condition, have been kept in their original packaging and can be resold by the Seller in their original condition. Regarding the Minor Defects specifically, the Seller will return to the Customer the sales price (excluding, where applicable, Order processing and related transport costs) paid by the Customer less a discount of at least twenty percent (20%) of the price of the Products being returned. The Customer alone shall bear the costs and risks of transporting the Products returned to the Seller.

ARTICLE 5 - PRICES

5.1 The prices applicable are those in force on the date the Order is placed and are fixed in euros. They do not include VAT.

5.2 However, prices may be revised in the following cases: increases in raw materials prices, significant and sudden variations in currency exchange rates, or in the event of an increase in the Seller's costs after acceptance of the Order due to the enactment of new laws, regulations or decrees affecting the fulfilment by the Seller of its contractual obligations, the amount of said increase will be notified to the Customer and added to the price mentioned in the Order.

5.3 In the event of a variation in prices as defined above, the price indicated on the invoice will be the price in force on the day of delivery or on the day when the Product is ready to be picked up by the Customer.

5.4 All prices are exclusive of (i) all taxes, duties, contributions including VAT or any other taxes. All orders placed will be subject to the invoicing of an administrative processing fee, with the exception of orders exceeding €500 excluding VAT (four hundred euros excluding VAT). For transactions carried out within the European Union, for which the present General Terms and Conditions include transactions carried out with the United Kingdom, the Customer undertakes to provide the Seller with all information and documents that may be required concerning the payment of VAT as understood by European and British provisions.

ARTICLE 6 – PAYMENT CONDITIONS

6.1. Time limit for payment

Invoices are issued when they are dispatched by the Seller or made available to the Customer. In case of partial delivery, there will be an invoice per delivery note.

All invoices are payable within 45 (forty-five) days end of month from the invoice date. By way of clarification, it should be understood that the payment limit occurs at the end of the calendar month in which these 45 (forty-five) days expire.

The Seller reserves the right to make the delivery of the Products conditional upon the payment of a deposit or the advance payment of the invoice, without discount, to a Customer which does not offer sufficient financial security, and/or which has already experienced payment incidents.

6.2. Means and place of payment

Invoices are paid by bank transfer to the Seller's head office.

6.3 Time of payment

Payment is deemed to have been made when the funds are made available to the Seller.

6.4 Non-payment / Late payment

In the event of late payment, the Seller reserves the right to claim, without prejudice to any other right or remedy:

- immediate payment of all outstanding sums, regardless of the agreed method of payment;
- suspension of the execution of orders in progress and/or their delivery;
- make the execution of current orders subject to the provision of guarantees or new terms of payment;
- to demand payment of late penalties equivalent to three times the legal interest rate plus 10 points on the unpaid amount including VAT, which will automatically be due to the Seller, without notice or other formalities;
- to demand a flat-rate indemnity for collection costs of 40 euros, for which the Customer will be liable, without prejudice to any additional indemnity if the collection costs exceed this amount, on presentation of supporting documents.

ARTICLE 7 - TRANSFER OF OWNERSHIP AND RISKS INCOTERM

OWNERSHIP OF THE PRODUCTS SHALL PASS TO THE CUSTOMER UPON RECEIPT BY THE SELLER OF FULL PAYMENT OF THE PRICE. THE TRANSFER OF RISKS WILL TAKE PLACE ACCORDING TO THE APPLICABLE INCOTERM.

ARTICLE 8 - WARRANTY

8.1. The Seller warrants that the Products conform to technical specifications and/or are free from defects in design and manufacture. The Seller's warranty is limited to defects occurring within twelve (12) months from the date of delivery of the Products.

During the warranty period and subject to the defect being directly attributable to the Seller in accordance with its inspection, the Seller may, at its sole discretion: (i) either repair, replace and/or modify the defective Products, or (ii) reimburse the Customer for the sale price of the defective Products. All costs relating to cases (i) and (ii) above (including but not limited to: installation and de-installation costs) shall be borne by the Customer.

8.2. In accordance with article 4.3 above, the Customer may only benefit from the provisions of this article 8 on condition: (i) inspecting the Products within five (5) working days of their delivery; (ii) informing the Seller in writing of the existence of any apparent defects within five (5) days of delivery of the Products; (iii) describing precisely the nature of the defects or faults observed; and (iv) to have received, handled, stored, installed, implemented or used the Products in accordance with all relevant standards, specifications or recommendations, and that the Products have not been damaged, modified, repaired or misused.

Excluded from the warranty are defects resulting from (i) information and/or instructions provided by the Customer and/or third parties, in particular with regard to the design of the Products, materials, components and equipment, (ii) modifications and/or repairs carried out by the Customer and/or any third party, (iii) normal wear and tear of the Products or (iv) hidden defects.

ARTICLE 9 - LIABILITY

9.1. The Seller, its suppliers and their insurers are exonerated from any liability for indirect and/or immaterial damages such as loss of profit, loss of production, loss of actual or expected savings, loss of customers, loss of business opportunities, damage to brand image, etc., and more generally any type of economic, special, indirect, foreseeable or unforeseeable, or punitive loss.

9.2 The total and cumulative liability of the Seller, its suppliers and their insurers, including under warranties, shall not exceed the amount, exclusive of taxes, of 50% (fifty) percent of the related Order's value.

9.3 The Customer shall indemnify and hold harmless the Seller, its suppliers and their insurers from and against any and all claims in excess of the liability limit set forth in Article 9.2 and/or for any damage as defined in Article 9.1.

9.4 Articles 9.1, 9.2 and 9.3 shall not apply in the event of personal injury or in the event of gross negligence or wilful misconduct proven by the Customer to be exclusively attributable to the Seller.

If the Sale Contract provides for penalties, these are exclusive of any other compensation to which the Customer may be entitled.

The product proposals and advice provided by the Seller do not replace the expertise and responsibilities of the Customer (and its partners such as project managers), which is responsible for validating the suitability of the products and materials used (such as the compatibility of cables) for the construction of its work in accordance with the rules of the trade and the specific conditions of its project.

ARTICLE 10 – CONFIDENTIALITY / INTELLECTUAL PROPERTY

10.1 The Seller is the owner of all information relating in particular to drawings, plans, specifications, documents, information or know-how which it may communicate under the General Terms and Conditions, as well as of all know-how, improvements, discoveries or inventions which may be made, developed or conceived during the performance of the General Terms and Conditions or which may arise or result therefrom (hereinafter "**the Information**").

10.2 The Customer shall guarantee the confidentiality of the Information referred to above and shall impose the same obligation of confidentiality on its employees, agents, suppliers or co-contractors. The Customer undertakes not to use, copy, reproduce, distribute, communicate or publish in any way whatsoever or facilitate access to or use of the said Information by any third party without the prior written consent of the Seller. The Information referred to in the present article shall remain the property of the Seller, who shall have made it available to the Customer solely for the purposes of the General Terms and Conditions.

10.3 The confidentiality obligation of the Customer shall be effective for the whole duration of these Terms and Conditions and for five (5) years thereafter, being understood that nonetheless, the confidentiality of the know how or trade secret pertaining to the Seller shall be kept by the Customer as long as this know how or trade secret has not been made public by Seller.

ARTICLE 11 - PATENT / INFRINGEMENT / COUNTERFEITING

11.1 The Seller will defend the Customer at its own expense against any proceedings brought by a third party against the Customer on the grounds that the Products infringe the intellectual property rights of such third party, whether in the Seller's country and/or in the Customer's country, provided however that: (i) the Customer immediately notifies the Seller in writing of any such proceedings, (ii) the Customer provides the Seller with all information available to it concerning such proceedings, and (iii) the Customer grants the Seller exclusive control of and assistance in the defence and settlement thereof.

11.2 The Seller shall indemnify and hold harmless the Customer from and against all costs and damages awarded solely in connection with proceedings, except to the extent that they result from the use of the Products (i) for a purpose other than that for which they were intended or that which could reasonably be inferred from their instructions for use or their specifications, or (ii) with materials, equipment, devices or articles not supplied by the Seller.

11.3 Should it be demonstrated in the course of proceedings brought by third parties that all or part of the Products are infringing the right of a third party and that their use is therefore prohibited, the Seller shall have the option, at its own expense, to (i) obtain for the Customer the right to continue to use them; (ii) replace them with substantially equivalent non-infringing products; or (iii) modify them so that they are no longer infringing.

11.4 The provisions of articles 11.1. to 11.3. inclusive define the entirety of the Seller's obligations and responsibilities towards the Customer with regard to infringement of intellectual property rights.

11.5 The Customer undertakes to inform the Seller of any irregular or wrongful use of patents, trademarks, trade names and know-how belonging to the Seller, as well as of any other intellectual property rights.

11.6 The Customer warrants that any plans, modifications or instructions which it or its suppliers may be called upon to communicate, implement or enforce will not cause the Seller and its suppliers of any rank to infringe the intellectual property rights of third parties. The Customer undertakes to defend, indemnify and hold harmless the Seller and its suppliers against any claim or action by third parties in this respect.

ARTICLE 12 - FORCE MAJEURE

12.1 The occurrence of any event beyond the Seller's control, which it could not foresee, avoid or overcome, shall be deemed to constitute force majeure within the meaning of article 1218 of the French Civil Code. Insofar as they are likely to hinder performance of the Sale Contract, the following events in particular shall be considered as such:

- storms,
- flooding,
- blockages of means of transport or supply for any reason whatsoever,
- company lock-out,
- telecommunications blockages,

- blocking and/or hacking computer networks.
- epidemics

12.2 Force majeure may be invoked to justify the Seller's non-performance of the obligations defined in the Sale Contract. The Seller shall inform the Customer of the occurrence and cessation of such an event by registered letter with acknowledgement of receipt, within seventy-two hours (72h), starting from the day of the Seller's knowledge of the occurrence or cessation of the event.

12.3 In the event of temporary impossibility for the Seller to perform its obligations, caused by an event of force majeure, its performance will be suspended.

12.4 In the event of definitive impossibility to perform its obligations, caused by an event of force majeure as defined above, the Sale Contract, will be considered terminated.

ARTICLE 13 - ASSIGNMENT - SUBCONTRACTING

The Customer may not assign and/or transfer to any person or entity all or part of its rights or obligations under the Sale Contract without the prior written consent of the Seller. The Seller reserves the right to assign or transfer any of its rights or obligations under the Sale Contract to companies affiliated with it within the meaning of article L. 233-3 of the French Commercial Code. The Seller may subcontract all or part of its obligations under the Sale Contract.

ARTICLE 14 - APPLICABLE LAW - JURISDICTION

14.1 These General Terms and Conditions are governed by French law.

14.2 Any dispute between the Parties arising out of or in connection with the performance of these General Terms and Conditions which cannot be resolved amicably shall be brought exclusively before the Commercial Court of Paris (France), including in the event of summary proceedings, incidental claims, multiple defendants or warranty claims.

ARTICLE 15 - LICENSES, PERMITS AND AUTHORIZATIONS

15.1 The Customer shall be responsible for obtaining and maintaining, at its own expense, from the relevant administrative authorities and supervisory bodies the permits, licenses and authorizations required for the performance of the General Terms and Conditions (including for the use, sale and distribution of the Products and/or Services provided by the Seller). Where applicable, the Customer shall also assist the Seller in obtaining visas, permits and in clearing Products through customs.

15.2 Information relating to customs nomenclature or customs origin is given, where applicable, for the information of the Customer, who is responsible for verifying its conformity with applicable regulations for any use on his behalf. The Seller cannot be held responsible for any consequences arising from the use of this information by the Customer.

ARTICLE 16 - ETHICS CLAUSE

16.1 The Parties undertake to comply with, and to ensure that their third parties (in particular suppliers and subcontractors) comply with the legal and regulatory provisions applicable to their professional activities, as well as national and international provisions relating to:

- the fight against fraud;
- the fight against corruption and influence peddling;
- combating financial crime (particularly money laundering, insider trading and terrorist financing);
- fundamental workers' rights (notably the prohibition of the use of any form of forced or child labor, the protection of workers' health and safety, and social freedoms);
- anti-competitive practices;
- the protection of personal data;
- environmental protection.

16.2 Each Party also undertakes to prevent any conflict of interest.

16.3 Each Party commits:

- not to do or refrain from doing, should that action or omission make the other Party liable for non-compliance with the aforementioned regulations;
- to implement and maintain its own ethics policies and procedures;
- to inform the other Party without delay of any event which comes to its attention and which (i) could result in a breach of the aforementioned provisions, in the context of the performance of the obligations provided for in this Sale Contract, or (ii) could give rise to liability on its part.

16.4 Each Party reserves the right to request proof from the other

Party that it has taken measures to comply with the provisions of this clause.

16.5 The Customer declares that it and its affiliates are not subject, directly or indirectly, to any sanctions program or restrictive measures issued by any national or international organization (in particular the Council of Europe, Office of Foreign Assets Control US Department of the Treasury ("OFAC")). Should such an event be foreseeable and/or occur definitively, the Customer undertakes to inform the Seller without delay, who will be entitled to terminate the Sale Contract *de jure*, without notice or compensation.

16.6 In the event that the Customer is, directly or indirectly (through its directors, beneficial owners, employees, affiliates, and more generally any natural or legal person working with or for it) indicted or sanctioned under one or more of the national and international provisions mentioned in this article, it shall inform the Seller without delay, which shall have the right to terminate the Sale Contract *de jure* without notice or compensation.

16.7 More generally, any breach by a Party of the provisions of this clause shall be deemed a serious breach entitling the other Party to unilaterally terminate the Sale Contract without notice or compensation, and subject to the payment of all damages to which that other Party may be entitled as a result of such breach.

16.8 Each Party shall be solely liable for any breach of the said legal or regulatory provisions, whatever they may be; without being able to call the other Party as guarantor.

ARTICLE 17 – EXPORT CONTROL

17.1 The Customer shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, transfer, provide or release ("Transaction") any of the goods supplied under or in connection with this Agreement for which the Transaction is prohibited by applicable export control laws, economic sanctions, customs laws, regulations, rules, and orders (hereinafter "Trade Control Laws"), notably:

- for goods falling under the scope of Article 12g of Council Regulation (EU) No 833/2014 and article 8g of Council Regulation (EU) 2024/1865, towards Russian Federation and/or Belarus
- with countries embargoed or sanctioned by the EU and/or the US,
- goods subject to export license by the EU and/or the US,
- with anyone listed on the Specially Designated Nationals List, the Entity List, or any other prohibited persons list published by the U.S Department of Commerce, Treasury, or State, and/or any European organization ("Restricted Party"),
- for a prohibited end-use

17.2 The Seller will not be liable to the Customer for any loss or expense if Customer fails to comply with any Trade Control Law or with the provisions set forth in this article. Customer will indemnify, defend and hold Seller, its shareholders, officers, directors, employees, representatives, agents, and Affiliates harmless from and against all claims, suits, actions, proceedings, debts, losses or liabilities (including attorney fees and expenses, whether incurred as the result of a third-party claim or a claim to enforce this provision), and damages arising out of Customer's non-compliance with this article, including Customer's violation or alleged violation of any Trade Control Law. This article will survive the performance, expiration, or termination of the Sale Contract.

17.3 Any violation of paragraph 17.1 shall constitute a material breach of an essential element of this Sale Contract, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:
(i) immediate termination of this Agreement; and
(ii) provide for adequate remedies in the event of a breach of the present clause.

17.4 The Customer shall immediately inform the Seller about any problems in applying paragraph 17.1, including any relevant activities by third parties that could frustrate the purpose of paragraph 17.1. The Customer shall make available to the Seller information concerning compliance with the obligations under paragraph 17.1, within two weeks of the simple request of such information.

ARTICLE 18 – PERSONAL DATA

18.1 For the processing for which each Party is the Data Controller, in the context of the management of the Sale Contract, each Party undertakes to collect and process any personal data, as defined by the French Data Protection Act no. 78-17 of 6 January 1978 as amended, in compliance with any regulations in force applicable to the processing of such personal data, and in particular to the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms modified by the law n°2004-801 of August 6, 2004

relating to the computerized processing of data of a personal nature, and by the law for a digital Republic n°2016-1321 of October 8, 2016 as well as the General European Regulation on data protection (EU) n°2016/679

18.2 The purpose of the processing carried out by the Parties as Data Controller is to perform all operations relating to the management of the Sale Contract (monitoring of the commercial relationship, invoicing).

18.3 The personal data collected in this context are those of the commercial contacts of each of the Parties: surname, first name, professional telephone number, professional e-mail address, position, invoicing data.

ARTICLE 19 - WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT ("WEEE")

19.1 The Customer is informed by the Seller of the terms and conditions for taking back used professional equipment and that, in addition to the unit price, it will bear the financial contributions stipulated by the French Environmental Code. This unit cost for the management of waste from electrical and electronic equipment may not be reduced.

19.2 Group Sicame companies subject to applicable waste disposal regulations are members of the following Ecosystem Eco-Organizations:

- Etablissements CATU (RCS no. 552 035 826) : FR000104_05ZB10 ;
- SEIFEL (RCS no. 332 108 331): FR013116_05EN3M
- Valobat PMCB :
- Etablissements CATU (RCS no. 552 035 826) : FR000104_04MDKU
- SEIFEL (RCS 332 108 331): FR013116_04RHLX

19.3 These unique identifiers (UIDs) attest to its compliance with the obligation to register with the administrative authority.

ARTICLE 20 - MISCELLANEOUS

20.1 The Seller's waiver to invoke the non-observance of a provision of the present General Terms and Conditions, or its silence, cannot be interpreted as a waiver for the future to invoke the observance of the said provision.

20.2 As provided for in Article 9 above, any technical advice, recommendations or services provided by the Seller are generated on the basis of information that the Seller considers reliable to the best of its knowledge and are intended to be used by qualified persons at their own risk.

20.3 The Seller shall not be liable for any consequences, damages or losses arising from the use of such advice, recommendations or services.

20.4 The same advice, recommendations or services communicated by the Seller may not be considered by the Customer as having the value of directives or instructions.

20.5 All drawings, descriptions, specifications and illustrations contained in the Seller's catalogues or any other media are provided for information purposes only and are not binding on the Seller.

20.6 If any provision of these General Terms and Conditions is held to be invalid or without object, it shall be deemed unwritten and shall not invalidate the other provisions.

ARTICLE 21 - MAINTENANCE SERVICES

21.1 In the event that the Seller provides Maintenance Services, the Seller's General Conditions of Maintenance Services shall apply.

21.2 These Maintenance Services are defined as all maintenance, repair, verification, calibration or service operations which may be carried out on any tool, equipment or material supplied by the Sicame group, by the teams of a Seller's Service Center, and/or where applicable, by third parties.

GENERAL CONDITIONS FOR THE PROVISION OF REPAIR AND MAINTENANCE SERVICES

Version 2025.1 applicable from 18/03/2025

Article 1 - Scope of application

These Sicame Group General Terms and Conditions of Service (hereinafter the "**General Terms and Conditions**") apply to all maintenance services (hereinafter the "**Service(s)**") provided by a Service centre in France, Corsica, DROM COM and abroad. Their purpose is to define the terms and conditions under which (i) the Client may subscribe to one or more Services from one of the Sicame Group's subsidiaries (hereinafter the "**Service Provider**" or "**Service centre(s)**"). Any Service provided by the Service centre will be subject to these General Terms and Conditions, which may be consulted at https://general-conditions.sicame.io/

Article 2 - Definitions

Customer: party to this contract wishing to purchase Service centre services.

Equipment: any tool, equipment or material for which a Service centre's teams perform a Service.

Commercial Guarantee: When purchasing products from the Sicame Group, the Sicame Group guarantees that the products comply with the technical specifications and/or that they are free from defects in their design and manufacture.
The Sicame Group's warranty is limited to defects occurring within twelve (12) months of the date of delivery of the Products. During the warranty period and subject to the defect being directly attributable to the Service centre in accordance with its inspection, the Sicame Group may, at its sole discretion: (i) either repair, replace and/or modify the defective Products, (ii) or reimburse the Customer for the sale price of the defective Products. All costs relating to cases (i) and (ii) mentioned above (including but not limited to: installation and de-installation costs) will be borne by the Client. The Customer may only benefit from the Commercial Warranty on condition that: (i) inspecting the Products within five (5) working days of their delivery; (ii) informing Groupe Sicame in writing of the existence of any apparent defects within five (5) days of the delivery of the Products; (iii) describing precisely the nature of the defects or faults observed; and (iv) to have received, handled, stored, installed, implemented or used the Products in accordance with all relevant standards, specifications or recommendations and that the Products have not been damaged, modified, repaired or misused. Excluded from the warranty are defects resulting from (i) information and/or instructions from the Customer and/or third parties, particularly with regard to the design of the Products, materials, components and equipment, (ii) modifications and/or repairs made by the Customer and/or any third party, (iii) normal wear and tear of the Products or (iv) hidden defects.

Groupe Sicame: means any Group entity directly or indirectly controlled by, controlling, or under the control of the Service centre. Ownership or control of an entity means the ownership, directly or indirectly, of more than fifty percent (50%) of the capital carrying voting rights.

Provider: refers to any of the subsidiaries belonging to the Sicame Group.

Maintenance Service(s) "**Service(s)**": all maintenance, repair, verification, calibration or service operations that may be carried out on Equipment and other Sicame Group products and, where applicable, on products of other brands.

Service(s) Center(s): team of expert technicians trained and validated by the Sicame Group and who provide the Services defined below. The Service Centres can provide mobile Services (on the Customer site) or on the premises of the Service centre.

Article 3 - Ordering Services and acknowledgement of receipt

The Customer sends its request for a service to the Service Provider. An order confirmation issued by the Service Provider formalises the agreement between the parties on the nature of the services, the deadlines and the applicable price. Once the Equipment has been received by the Service centre, an acknowledgement of receipt will be sent to the Customer, giving a pick-up number.

Turnaround times are given for guidance only and may vary depending on the nature of the Service requested, the availability of parts and technical constraints. Under no circumstances may a delay in performance give rise to compensation of any kind whatsoever or to the cancellation of the order.

Article 4 - Benefits

In order to guarantee the traceability of our Services, the Service centre reserves the right to

apply a specific marking to the Customer's Equipment.

4.1 Services for Equipment covered by a Commercial Warranty

If the Customer's Equipment is covered by the Sicame Group's Commercial Warranty, (provided that the malfunction in question is covered by the Commercial Warranty stipulated in article 8 Warranties of the Sicame Group's General Terms and Conditions of Sale), the Customer will be covered in accordance with the Sicame Group's commercial warranty conditions.

In cases where the Commercial Warranty is excluded (in particular in the event of modifications made by the Customer, misuse, etc.), and after evaluation by the Service centre, a quotation will be drawn up for possible acceptance by the Customer. In the event that the investigations lead the Service centre to carry out additional Services, an amended quotation will be sent.

Once the repair estimate has been signed, the planned Services will be carried out on the Equipment by the Service centre or one of its subcontractors, at its sole discretion.

4.2 Equipment services excluding the Commercial Warranty

The Service centre reserves the right to refuse to accept an item of Equipment, particularly if the Equipment is clearly obsolete or counterfeit.

4.3 Quotations

A quotation will be drawn up for any service provided or Equipment taken over by the Service Provider.

The quotation is valid for 1 month from the date of issue. This quotation is sent to the Customer by any appropriate means, in particular by e-mail or post, to the address indicated on the booking form. Processing and administration fees may apply and will be included in the quote.

Once the quotation has been accepted by the Customer, the Services are carried out on the Equipment.

4.4 Amending quotation

Quotations are determined by the Service Provider on an indicative and estimated basis. During the course of the Service, the diagnosis of the nature, extent and number of malfunctions affecting the Equipment may be modified if the situation or condition of the Equipment so requires.

If the cost of the Service turns out to be higher than the amount of the estimate previously sent and accepted by the Customer, a corrected estimate will be drawn up by the Service centre and sent to the Customer. The Service will only be carried out on the Equipment after the Customer has given his prior and express agreement to the corrected amount of the estimate that will be sent to him.

In any event, this amended quotation is valid for one (1) month from the date of issue.

Processing and administration fees may apply and will be included in the quotation.

Once the quotation has been accepted by the Customer, the Services are carried out on the Equipment.

4.5 Refusal of Quotation by the Customer

If the Customer refuses the quotation or amended quotation proposed by the Service Provider, the Equipment will be returned to the Customer at the Customer's expense in the state in which it was after the quotation.

If the Customer decides to relinquish the Equipment in writing in accordance with Article 11 of these terms and conditions, or if the Service centre does not receive any feedback from the Customer within sixty (60) days of the quotation being issued, the Equipment may be upgraded or remarketed by the Service Provider.

Article 5 - Response times

The Sicame Group endeavours to minimise downtime for Equipment, which may be due to the constraints of subcontractors, service centres or the availability of spare parts.

The submission of Equipment to the Sicame Group Service centre does not entail any obligation on the part of the Sicame Group to provide Services on the Equipment, particularly in the event of technical impossibility or unavailability of spare parts.

Article 6 - Notice of availability

When the Equipment is available, the Customer will be notified in writing by the Service centre (hereinafter referred to as the "Information Issue Date"), in accordance with the information that the Customer has provided to the Service centre on the pick-up form, and in accordance with the Customer's choice of communication method (specified

when the Equipment was deposited).

The Date of issue of the information of availability will be considered as the end date of the immobilisation of the Equipment. This date will be considered to calculate the period of immobilisation and the start of the extension of the Sicame Group Commercial Warranty from which the Equipment will benefit, solely in respect of maintenance carried out and to the exclusion of any other services.

Article 7 - Restitution

Once the notice of availability has been issued, the Client's Equipment will be returned to the address indicated when the order was placed, and after the Client has returned any loaned Equipment to the Sicame Group Service Centre, in the original state in which it was loaned.

The Client shall bear the costs for the return of its Equipment.

Article 8 - Payment terms

Validation of the Service quotation by the Customer commits the Customer to payment of the full price.

8.1 Settlement period

Invoices are issued when they are dispatched by the Service Provider or when they are made available to the Customer.

All invoices are payable within 45 days end-of-the-month from the invoice date.
Notwithstanding the foregoing, the first order placed by the Client will be payable in advance.

The Service Provider reserves the right to make delivery of the Equipment conditional upon payment of a deposit or early payment of the invoice, without discount, to any Customer who does not provide sufficient financial security and/or who has had previous payment problems.

8.2. Means and place of payment

Invoices are paid by bank transfer to the Service Center's or Service Provider’s head office.

8.3 Timing of payment

Payment is deemed to have been made when the funds are handed over to the Service Centre.

8.4 Non-payment - Late payment

In the event of late payment, the Service Provider reserves the right to claim, without prejudice to any other right or remedy:

- Immediate payment of all outstanding amounts, regardless of the method of payment;
- Suspension of performance of the Services
- Make performance of the Services in progress subject to the provision of guarantees or new payment terms;
- To demand payment of late payment penalties equivalent to three times the legal interest rate plus 10 points on the unpaid amount including VAT, which will be automatically due to the Service Provider, without prior notice or other formalities;
- To demand a flat-rate indemnity for collection costs of forty (40) euros to be paid by the Customer, without prejudice to any additional indemnity if the collection costs exceed this amount, on presentation of supporting documents.

Article 9 - Guarantee for Services, spare parts and accessories for maintenance operation (repair and maintenance)

Our Services are guaranteed from the date the Equipment is made available, with the exception of calibration and verification services, for a period of six (6) months, subject to the product being used as intended after the Services have been performed.

In the event of a malfunction identical to the one that led to the initial assumption of responsibility for the Equipment occurring during this period, the Service centre will bear the cost of the new Service for the same fault.
The Service Centre will determine at its discretion whether the malfunction is identical to the initial fault. If this is not the case, the Service will be charged to the Customer, provided that the Customer accepts the quotation submitted.

The Commercial Warranty on the Equipment is not extended as a result of Services performed during the warranty period.

The Commercial Warranty on the Equipment is excluded if the Customer attempts to open, modify or repair the equipment himself or engages an unauthorised third party to do so. This exclusion ensures that only the Service centre is authorised to carry out repairs, thereby preserving the integrity and safety of the Equipment.

Article 10 - Abandonment of equipment

If the Customer agrees to relinquish the Equipment following rejection of the quotation or if there is no response after sixty (60) days following the Service centre's quotation, the Equipment shall become the property of the Service centre and the Service centre may proceed to revalue the Customer's Equipment (resale, destruction, etc.).

Article 11 - Rental

Article a - Duration of the lease

The rental period is defined in the order form. Any extension must be agreed in writing between the parties beforehand.

Article b - Use of equipment

The Customer undertakes to use the Equipment in accordance with its intended purpose and the Service centre's instructions. In the event of misuse or fault, repairs or replacement of parts of the Equipment must be carried out by the Customer at his own expense and under his own responsibility, by duly competent personnel, as soon as possible.

Article c - Rates and payment

The rental rates are specified in the order form for a given period. After this defined date, each calendar week will be invoiced to the Customer (hereinafter referred to as "the Rent").
The Rent does not include the cost of transport and customs duties, if any, on the Equipment, which shall be borne solely by the Customer.
Payment will be made within 30 days of the invoice date.

Article d - Liability and insurance

The Customer assumes custody of the equipment and is liable for any damage. Sub-letting is prohibited. Insurance may be required by the Service centre.

Article e - Return

The Equipment must be returned to the Service centre or Service Provider in the same condition as when it was made available and on the date agreed between the parties.

Any delay in returning the Equipment or any damage to the Equipment observed on its return will be charged to the Customer, who accepts this.

Article f - Termination

The Service Centre may terminate the contract if the Customer fails to meet its obligations, without prejudice to any sums due.

Article 12 - Processing of personal data

As part of the relationship, the Service centre may collect certain information about the Customer.

12.1 Collection of personal data

The Service centre collects the personal data provided by the Customer when requesting and contracting the Service. This data may include name, address, email address, telephone number, information about the Equipment and other information required to perform the Services.

12.2 Use of personal data
The personal data collected is used for the purpose of providing our Services and communicating with the Customer regarding their successful completion.

12.3 Sharing personal data

Personal data will not be sold, rented or disclosed to third parties, unless this is necessary for the performance of the Services or if required by law. In such cases, the Service centre ensures that third parties respect the confidentiality and security of the data.

12.4 Security of personal data

The Service centre takes appropriate security measures to protect personal data against unauthorised access, modification, disclosure or destruction.

12.5 Rights

Customers have the right to access, rectify, delete or limit the processing of their personal data.

12.6 Retention period

The Service center retains personal data to the extent permitted by law for each processing operation. When personal data is no longer required, the Service center will delete it securely.

Article 13 - Liability

Groupe Sicame cannot be held responsible for the deletion, loss or destruction of data, files, software, programmes or any other information contained in the Equipment.

The Sicame Group may only be held liable for its Service Centre Services in the event of fault in the performance of the Services entrusted to it and for direct damage only, unless this failure

was due to force majeure or the act of a third party.
The Service center and its suppliers are exonerated from all liability in the event of indirect and/or immaterial damage such as loss of profit, loss of production, loss of real or hoped-for savings, loss of earnings, loss of clientele, loss of business opportunities, damage to brand image, etc., and more generally any type of economic, special, indirect, foreseeable or punitive loss.

Groupe Sicame may only be held liable in the event of personal injury or in the event of gross negligence or wilful misconduct for which the Client has provided proof that they are exclusively attributable to the Service centre.

Similarly, Groupe Sicame may not be held liable for any prejudice whatsoever resulting from a professional activity by the Client and may not under any circumstances be held liable for damage resulting from improper use of the Equipment by the Client.

Service centre proposals do not replace the Customer's responsibilities and duty of care, who must ensure that the Service is suitable for the products and materials used.

Article 14 - Applicable law - Jurisdiction

14.1 Applicable law

These General Terms and Conditions are governed by French law. The language of these Terms and Conditions is French.

14.2 Jurisdiction

Prior to any referral to the courts, the Parties shall attempt to settle the subject of their dispute amicably.

If the dispute relating to the Services of our after-sales service persists beyond one (1) month, the Court of the place of the Sicame Group entity concerned will have exclusive jurisdiction.