

TERMS OF SALES

ARTICLE 1 – APPLICATION OF THE GENERAL TERMS OF SALE (TOS)

These TOS are systematically sent or given to each buyer to enable him to place an order. Consequently, placing an order implies the buyer's full and unreserved acceptance of these TOS to the exclusion of all other documents which are only indicative (prospectus, catalogues, etc.).

No condition can, except with formal and written acceptance of Technomark, prevail against the TOS. These TOS shall prevail over any possible purchase condition of the purchaser appearing on any order form or any other document. Any clause or condition to the contrary will be considered void.

ARTICLE 2 – ACCEPTANCE

The commitments made by an intermediary or one of our representatives are not final until they have been confirmed by our order acknowledgement. Any disagreement on the terms of this order acknowledgement must, to be taken into consideration, be expressed within SEVEN (7) days from the date it is sent.

ARTICLE 3 – ORDER

Unless otherwise stipulated, offers made by Technomark are only effective for thirty (30) days following their establishment. They can in no case be considered as firm or definitive or bind Technomark, the order being validly placed only by an order form of the buyer identical to the offer and confirming it in all its elements (product, price, quantity, deadline, etc...). Technomark is in no way responsible for

delays, interruptions or difficulties encountered by the parties in their correspondence and communications (letters, faxes, e-mails, etc.).

ARTICLE 4 – CANCELLATION – MODIFICATION OF ORDER

Any modification of an order accepted by Technomark must receive expressly and in writing the agreement of Technomark, which reserves the right to review the conditions previously granted.

Without the prior express written consent of Technomark, no order cancellation, even partial, will be validly carried out. In the event of cancellation, this will give rise to compensation, knowing that the deposit paid will remain acquired by Technomark.

ARTICLE 5 – PRICES

Unless otherwise clearly indicated stipulations in the special conditions of our acknowledgement of receipt of order, our prices are established exclusive of taxes, transport and insurance costs and bear taxes at the rate in force at the time of the chargeable event.

ARTICLE 6 – DEADLINE

Our delivery times are only indicative. Under no circumstances can a delay give rise to cancellation of an order, penalties, or damages.

Technomark reserves the right to deliver in advance of the requested deadline.

ARTICLE 7 – GUARANTEE

Unless otherwise specified on our order acknowledgement, our equipment is guaranteed for ONE (1) year from the date

of provision of the equipment. This guarantee consists of the free replacement by us of parts recognized as defective, except for subassemblies supplied externally for which the supplier's guarantee is applied. This warranty does not apply in the event of a defect resulting from normal wear and tear of the products, abnormal use, maintenance that does not comply with the prescriptions or the rules of the art, unsuitable storage conditions, an environment not suitable for the products, excessive use of equipment or non-compliance with the use and/or connection instructions.

Any repair carried out under warranty and causing immobilization, can in no case give rise to an extension of said warranty.

ARTICLE 8 – LIABILITY (LAW 90.335 OF MAY 12, 1980)

Our liability is strictly limited to the obligations defined by the order and these general terms of sale. Technomark can only be held responsible for reimbursement of defective equipment, regardless of the nature or extent of the defect or alleged breach.

Under no circumstances will Technomark be held responsible for any indirect and/or immaterial damage, such as loss of revenue, loss of profit or loss of production.

ARTICLE 9 – GRPD LAW: GENERAL RULES FOR THE PROTECTION OF PERSONAL DATA

Technomark applies Law 2016/679/EU relating to the GRPD and is therefore likely to collect personal data about you when processing your orders. This processing is systematically carried out as part of the execution of a contract. The recipients of your personal data are the departments in

charge of marketing, promotion, and sales administration. We keep this data for the duration of the contract, then for statistical and archiving purposes. In accordance with the applicable regulations on the protection of personal data, you have a right of access, rectification, opposition, limitation of processing, erasure and portability of your data which you can exercise by email to the address rgpd@technomark.fr or by mail to the address: 1 Allée du Développement, 42350 La Talaudière specifying your last name, first name, address and attaching a copy of both sides of your identity document. In the event of non-response from TECHNOMARK within a legal period of one month, you can file a complaint with the CNIL or any other competent authority.

ARTICLE 10 – TRANSPORT – DELIVERY

All goods are shipped postage and packaging at the expense of the buyer (ex-works EXW) unless special conditions accepted by Technomark.

The buyer bears all risks and perils relating to the goods from delivery. Therefore, he must insure them and answer for them exclusively.

The buyer is responsible for checking the condition of the goods upon delivery. No recourse may be exercised against Technomark, the forwarder or the carrier, for loss, damages or damage to the goods if reservations for deterioration visible on receipt have not been formulated with the carrier, and if this reservation having probative force irrefutable has not been sent to the carrier or forwarder within a maximum period of two (2) days with formal notification to Technomark within the same period.

ARTICLE 11 – PAYMENT AND TERMS OF PAYMENT

Unless otherwise stipulated in the special conditions of the order, the prices are firm. If the special conditions of the order provide for a price revision clause, this will be determined within the framework of the contractual deadlines and in accordance with the price legislation and the regulatory provisions in force during the duration of the order. Payments will be made in accordance with the special conditions of the order.

In the event of partial delivery of the order, the undelivered balance may not delay payment of the part delivered.

ARTICLE 12 – LATE PAYMENT (EU MEMBER COUNTRIES)

-Pursuant to Article L 441-6 paragraph 12 of the Commercial Code amended by Law No. 2012-387 of March 22, 2012, any late payment renders due automatically, from the first day following the date of payment appearing on the invoice:

1/ Late payment penalties, which will be determined by applying the refinancing rate of the European Central Bank equal to three times the legal interest rate.

2/ A lump sum compensation for recovery costs, in the amount of 40 Euro. Due in application of the law of March 22, 2012 applicable from January 1, 2013, its amount is set by article D 441-5 of the Commercial Code.

Under the aforementioned article L441-6, when the recovery costs incurred are greater than the amount of this fixed compensation, we will also be entitled to request justified additional compensation.

ARTICLE 13 – LATE PAYMENT (OTHER COUNTRIES)

Any late payment will result in the application of late interest, the amount of which will be set in the order. This amount will be invoiced by the supplier and paid upon receipt of the invoice by the buyer.

ARTICLE 14 – OWNERSHIP RESERVE CLAUSE

The transfer of ownership of the goods delivered to the buyer will only take place after full payment of the price, in principal, interest and accessories and as long as any other claim that we have on the buyer for any reason whatsoever will not have been settled. The non-performance by the buyer of his payment obligations or more generally any event likely to create a serious doubt about the good solvency of the buyer, will allow us to demand as of right the return of the goods held by the buyer. We have the right to take back the goods at any time from the buyer, and for this purpose we are already authorized, together with our employees and agents, to enter the premises of the buyer. It is specified that does not constitute a payment, within the meaning of this clause, the delivery of draft or other document creating an obligation to pay.

Notwithstanding, the application of the retention of title clause, the buyer is the custodian of the equipment sold and bears all risks and dangers.

ARTICLE 15 – COMPLAINTS

All claims must be made within SEVEN (7) days from the date of shipment of the merchandise. After this period, they will no longer be admissible.

The conditions of use of the goods and the software which are integrated are those stipulated on the documentation provided by Technomark.

Technomark cannot be held responsible for any damaging consequences that may result from handling contrary to Technomark's specifications.

ARTICLE 16 – APPLICABLE LAW – ATTRIBUTION OF JURISDICTION

The general terms of sale and the special conditions of the order placed within their framework, are governed by French law. The parties agree that in the event of a dispute over the interpretation and/or execution of the order and/or its termination or these conditions, they will endeavour to reach an amicable settlement.

Otherwise, the settlement of the dispute will be the jurisdiction of the courts of SAINT-ETIENNE. Commercial bills do not imply any exemption or novation from this jurisdiction clause.

ARTICLE 17 – ECO PARTICIPATION TAX

The unique identifier FR023756_05ZIJP attesting the registration to the EEE sector producers register, in application of the article L.541-10-13 of the Environment code attributed by ADEME to the company TECHNOMARK SAS (SIRET 428 830 681 00030). This identifier attests its conformity regarding its registration requirement to the producers of Electric and Electronic Equipments register and the realisation of those declarations of market launch with Ecosystem.