

## GENERAL TERMS AND CONDITIONS OF SALE

### Article 1 – General provisions

Any order for products or services (collectively, the "Products") manufactured or provided by Seller implies Buyer's unreserved acceptance of and full compliance with these General Terms and Conditions of Sale, which shall prevail over any other document of Buyer, and in particular over any general terms and conditions of purchase, unless expressly agreed otherwise in advance in writing by Seller.

Once the Order is accepted by Seller, it becomes the contract ("the Contract").

The present General Terms and Conditions of Sale are available on our website and are sent by e-mail or post, free of charge, on request.

### Article 2 – Conclusion of the sale

The sale is concluded when the order received is confirmed in writing by the Seller or when the latter proceeds to send the Products and the invoice.

### Article 3 – Modification or cancellation of the order

#### **3.1 Modification of the order**

Any modification of the order requested by the buyer can be considered only if it is received in writing before the shipment of the products.

Any request for modification by the buyer is subject to the express acceptance of the seller.

If the Seller does not accept the change, the advance payments made will not be returned.

The Seller may offer specific services to the Buyer, such as express deliveries or the completion of certain procedures, in particular with the customs authorities allowing the export of the Products. The costs of these services will be communicated to the Buyer in advance for acceptance.

#### **3.2 Order Cancellation**

The order is irrevocable unless expressly agreed to in advance by the seller. In this case, the buyer shall compensate the seller for all costs incurred and for all direct and indirect consequences. The deposit already paid shall remain the property of the seller.

### Article 4 – Prices

Unless otherwise agreed by the Parties, the prices of the products sold are those in force on the day the order is accepted. They are stated in euros and calculated without taxes. Consequently, they will be

increased by the rate of VAT and any transport and/or customs charges applicable on the day the invoice is issued.

The prices are revisable and depend on the legislation (VAT and other taxes), the transport rates, the price of raw materials. The revision applies to any order for which the delivery date is planned more than three months after the date of the order.

### Article 5 – Discount

No discount will be granted in case of advance payment.

### Article 6 – Terms of payment

The payment of the orders is carried out by check or bank transfer.

Except for special conditions, all our invoices are payable at thirty (30) days end of month.

### Article 7 – Late payment

Any invoice not paid on the due date shall automatically and without prior notice bear interest at an annual rate equal to three times the legal interest rate, calculated per month. These late payment penalties are due on the day following the payment date indicated on the invoice.

In addition, in the event of late payment, the Buyer shall be liable to pay a fixed compensation for collection costs in the amount of 40 €.

In addition, any collection costs in excess of the aforementioned fixed fee that are incurred in the course of collecting our debt shall be borne by the buyer.

The seller reserves the right to cancel or refuse any order from a buyer with which there exists a dispute concerning the payment of a previous order.

### Article 8 – Ownership reserve

The transfer of ownership of the delivered products occurs only on the day of the full payment of the price of the said products. Therefore, the issuing of bills of exchange or any other title creating an obligation to pay does not constitute payment within the terms of the present article.

The buyer may not pledge or transfer by way of security the ownership of the products delivered.

In the event the buyer is subject to bankruptcy or liquidation proceedings, the seller reserves the right to claim, within the insolvency proceedings, the products sold and unpaid.

In the event of total or partial failure to pay the price on the due date, the seller may demand by right and without formality the return of the goods at the expense and risk of the buyer.

### Article 9 – Delivery

Delivery shall be made in accordance with the order, either by simple notification of availability by handing over to the carrier designated by the buyer, or by delivery to any place previously agreed in writing by the parties.

### Article 10 – Delivery time - Transport

#### **10.1 Delivery time**

The delivery time is given for information purposes only and is not binding on the seller. Accordingly, any reasonable delay in the delivery of products shall not give rise to the allocation of damages and/or cancellation of the order in favor of the buyer.

Penalty clauses appearing on the buyers' commercial papers are not enforceable against the seller.

Unless otherwise decided by the Parties, the deliveries are made DAP (Incoterms – ICC 2020).

#### **10.2 Transport**

The purchaser agrees to discharge the carrier only after ensuring that the products are complete and in perfect condition.

The buyer is responsible for making all necessary complaints to the carrier in the event of damage to the products delivered or missing items. All products that have not been the subject of reservations by registered letter with confirmation of receipt within 3 days of receipt from the carrier, in accordance with Article L133-3 of the Commercial Code, and a copy of which will be sent simultaneously to the seller, will be considered accepted by the buyer.

The buyer is responsible for providing all evidence of the reality of the defects or missing products.

The buyer recognizes that the returns will be made only on presentation of the transport document indicating reserves. Only the damages mentioned in the reserves are retained as existing at the time of delivery.

#### **10.3 Returns**

No return of products may be made by the buyer without the prior express written consent of the seller,

The costs of return will be charged to the seller only if an apparent defect, or missing items, is effectively observed by the latter or his representative.

If, after inspection, an apparent defect or missing item is observed by the seller or its agent, the buyer may only demand that the seller replace the non-compliant products and/or provide the missing products at the buyer's expense, without the buyer being entitled to claim any compensation or to cancel the order.

### Article 11 – Catalogue and documents

The photos, texts appearing in our catalogs, prospectuses and other commercial documents or attached to the offers have only an informative, indicative and not contractual character.

## **Article 12: Intellectual Property**

**12.1** The Buyer agrees to respect all intellectual property rights, know-how and business secrets of the seller, and in general, all other rights held by the seller.

**12.2** The Buyer shall have no intellectual property rights in the Seller's Products. Buyer shall not, under any circumstances and for any reason whatsoever, alter any intellectual property rights or trademarks relating to the Products, nor shall it solicit or obtain any legal protection for any item of any kind in connection with the Products.

**12.3** The Buyer agrees to cease using the Seller's intellectual property rights, know-how and trade secrets relating to the products at the end of the contract or business relationship with the Seller and at any time, even during the contract or business relationship with the Seller, at the Seller's request if the Seller believes that they may infringe the intellectual property rights or other rights of third parties.

**12.4** The Intellectual Property Rights and know-how incorporated in the documents and Products delivered shall remain the exclusive property of the seller.

Any clause by the buyer stipulating the automatic transfer to it of rights solely as a result of a business relationship shall be deemed unwritten as not in compliance with the Law. The intellectual property rights referred to are in particular the formulas, processes of use, technical notices of the Products and processes.

## **Article 13 – Unforeseeability Clause**

In the event of the occurrence of an event outside the parties' control that compromises the balance and general economy of the Contract to the extent that its performance is detrimental to the seller, the parties shall negotiate in good faith the corresponding modification of the Contract. The following events in particular are covered: variations in the price of raw materials, exchange rates, changes in customs duties, tax legislation, labor laws, technical and environmental regulations applicable to the product/process.

## **Article 14 – Force Majeure**

The seller is not responsible for the failure to deliver or the delay in the execution of the sale when this failure or this delay is due to a case of force majeure in the terms of article 1218 of the Civil Code. Likewise, strikes, lockouts, manufacturing accidents,

carrier failures, frost, fire, storms, floods, epidemics, and supply difficulties are contractually considered as force majeure. If the situation thus created is prolonged during more than three (3) months, each party will be able to terminate the sale, without compensation, by informing the other party by registered letter.

The total or partial stoppage of the usual sources of supply of raw materials and energy necessary for the execution of the manufacturing programs shall be contractually assimilated to a case of force majeure and deliveries shall be reduced in proportion to the availability of raw materials and energy, the buyer being informed as soon as possible.

## **Article 15 – Warranties and Guarantees**

The delivered Products are in conformity with their specification, with the technical regulations that apply to them and with the technical standards for which the seller has explicitly declared the conformity of the Product. The buyer benefits, in accordance with the law, from the provisions of the legal guarantee relating to hidden defects after full payment of his order.

The buyer is committed to carry out the tests which seem necessary to allow it to make all the decisions which are necessary, as for the details of use which are specific to its needs and/or those of its customers.

In the event of delivery of products that do not conform to the specifications, the seller's liability is strictly limited to the obligation to replace the defective product after examination by the seller, or to reimbursement, which reimbursement may not exceed in any event a sum capped at the selling price of the order to which the disputed Products belong.

The present warranty is strictly conditional on the integrity of the Products and their original seals remaining intact. Any opening or attempt to open by the Buyer will result in the immediate and automatic voidance of the warranty.

The warranty is exclusive of any other compensation and cannot be extended to indirect and/or immaterial damages.

Any claim must be made within 7 calendar days of receipt and in writing. In order for the seller to accept a complaint about the non-conformity of a product, the buyer must provide the seller with the batch of disputed products.

The Seller shall not be liable for any damage to the buyer or third parties resulting from the use, handling, storage or transport of the products sold, including personal injury, damage to property other than the subject matter of the contract or financial loss.

Recommendations for use are available in the form of data sheets on request or, if applicable, on our website. It is the buyer's responsibility to ensure that the data sheets in his possession are up to date and that the intended use of the products complies with

the said data sheets and the rules of the trade.

Within the framework of the respect of the provisions of the Regulation (EC) 1907/2006 relating to the registration, evaluation and authorisation of chemical substances (known as the REACH Regulation), the purchaser is solely responsible for the consequences of the use of the products sold by the seller for uses other than those indicated in the safety data sheet (SDS) available on request.

Under no circumstances shall the seller be held liable to compensate for immaterial or indirect damages such as, in particular: operating losses, loss of a chance, loss of profit, costs and fees.

IN NO EVENT SHALL SELLER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE ORDER, FOR WHATEVER REASON, EXCEED ONE HUNDRED PERCENT (100%) OF THE TOTAL PRICE OF THE ORDER IN DISPUTE AND THIS SHALL BE THE SOLE REMEDY AGAINST SELLER.

## **Article 16 – Confidentiality**

**16.1** The Parties hereby agree to maintain the confidentiality of all Information exchanged prior to the signing of the Contract, at the conclusion of the Contract and during the term of the Contract within the terms of the Contract.

This obligation of confidentiality shall apply throughout the term of the Contract and shall extend beyond that term for a period of five (5) years.

However, information that is in the public domain at the time of the conclusion of the Contract and information that was already lawfully known during the preparation for the conclusion of the Contract shall not be confidential.

**16.2** When using the Pocket Lab device, the Buyer expressly acknowledges and agrees that, in the context of providing and improving its services, the Seller will be required to access certain Buyer's data hosted on cloud platforms to which Pocket Lab is connected. This access is strictly limited to the following purposes:

- Product functionality: to enable the product to function properly and perform the tasks for which it was designed.
- Maintenance and technical support: to provide maintenance, troubleshooting and technical support in the event of an incident or buyer request.
- Product improvement: to analyze usage to improve performance, functionality and user experience of services.

All data to which the Seller has access is treated as strictly confidential.

**Article 17 – Personal data**

**17.1.** The seller may collect and store in its IT files personal information relating to its buyers, insofar as such storage is strictly necessary for the processing of the current order or subsequent orders and for the management of the customer relationship and in any event for a maximum period of three (3) years after the last commercial relationship with the buyer.

**17.2.** In accordance with the French law on data processing and liberties of January 6, 1978, as amended, the buyer has the right to access and rectify personal data concerning him/her by writing to our Company. The buyer can also, for legitimate reasons, oppose the treatment data relating to it.

**Article 18 – Competent Court**

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law, to the express exclusion of the Vienna Convention on the International Sale of Goods, as well as to the exclusion of any rules of conflict of laws or other provisions that may lead to the application of any other than French law.

In the absence of amicable resolution, the dispute shall be brought before the Commercial Court of the seller's registered office, which shall have sole jurisdiction, regardless of the nature, cause or connection of the dispute, and regardless of the special conditions of the sale, even in the event of a warranty claim or multiple defendants.

**Article 19 – Severability**

If one or more provisions contained in these Terms and Conditions of Sale should be invalid, this shall not affect the validity of the remaining provisions. Such invalid provisions are hereby deemed to be replaced by new valid provisions intended to achieve the same legal and economic purpose to the greatest extent possible.

**Article 20 – Contractual scope**

The Contract constitutes the entire agreement between the Seller and the Buyer with respect to its subject matter and supersedes all prior negotiations, exchanges and agreements between them with respect to its subject matter.

**Article 21 – Language**

The present general conditions of sale are written in French. In the event that they are translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

**Article 22 – Ethics and Business Practices**

The buyer commits to comply with the laws, guidelines and regulations relating to its activities and its professional environment. In particular, in the following areas:

Competition: complies with all laws and regulations relating to competition law;

Money laundering: complies with all anti-money laundering laws and regulations, and shall not be involved in or support any money laundering practices;

Conflicts of Interest: avoids, identifies and immediately informs the seller of situations where there is an actual or potential conflict of interest with the seller's employees or their relatives that could affect their actions or business decisions;

Gifts and Entertainment: Refrains from offering gifts and entertainment to employees of the seller.

Anti-Bribery Regulations: Buyer, its affiliates, their officers, representatives, employees or agents agree to comply with all applicable anti-bribery, anti-corruption and extortion regulations, including the UK Bribery Act 2010, the US Foreign Practices Act, the Sapin II Act, the OECD Anti-Bribery Convention and any codes of conduct established by Buyer (collectively, the "Anti-Bribery Laws").

In particular, Buyer shall not, directly or indirectly, offer, promise, give, solicit or accept anything to or from any public official or agent, government-controlled company or corporation, political party or any other natural or legal person in order to improperly obtain a commercial/financial advantage or to influence any act or decision.

Buyer agrees to (i) keep records and books of account that reflect in reasonable detail, fairly and accurately the transactions and dealings in Buyer's assets and (ii) establish and maintain a system of internal accounting controls.

Compliance with international trade regulations:

The Buyer acknowledges and agrees that the export of the ordered products is subject to applicable international trade laws, regulations, standards, and obligations. The Buyer undertakes to comply with all legislation related to export, import, economic sanctions, and embargoes.

Products manufactured and/or sold by the Seller are subject to the laws and regulations in force in France and within the European Union. Consequently, these products must under no circumstances be marketed or exported to countries or territories subject to international trade or economic sanctions or restrictions imposed by French or European authorities (as defined by the lists available on the official websites of the customs authorities:

<https://www.douane.gouv.fr/demarche/consulter-la-carte-interactive-des-mesures-de-restrictions-commerciales>).

Consequently, the Buyer undertakes to fully comply with these applicable laws and restrictions. The Buyer guarantees that the purchased products will not be used for prohibited purposes, especially for illegal or criminal activities. In the event of non-compliance with these obligations, the Seller reserves the right to suspend or cancel any order, without prejudice to any recourse against the Buyer for any legal or financial consequences arising from such breach. The Buyer also agrees to provide any additional information or documentation that the Seller may reasonably request to ensure compliance with these legal and regulatory requirements.