

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope of application

1.1. These general terms and conditions (the "**GTC**") apply to any sale of any VERNET product (the "**Products**") and/or service (the "**Services**"), to the person or entity placing an order with VERNET and whose order has been accepted by VERNET (the "**Customer**"). The Customer and VERNET are together referred to as the "**Parties**" or individually as a "**Party**".

1.2. Only an order form(s) accepted in writing by VERNET (the "**Acceptance**") may bind VERNET and constitute a contract between VERNET and the Customer (the "**Contract**").

1.3. Notwithstanding any mention to the contrary in the Customer's general terms and conditions of purchase, or in correspondence prior to Acceptance, the Customer shall be subject to the GTCs and all other general terms and conditions are hereby expressly rejected and excluded. No modification to the GCS shall be binding on VERNET unless accepted in writing.

2. Offer validity period

Unless otherwise stated, price quotations are valid for 45 days from the date stated on any quotation.

3. Tools

3.1. "**Tooling**" means the dies, templates, moulds or forms, equipment and software tools required to manufacture the Products.

3.2. When the Tooling is supplied by the Customer (the "Customer Tooling"), it is delivered free of charge to the site indicated by VERNET. The Customer is solely responsible for ensuring that the Customer Tooling complies with the drawings and specifications of the Products. VERNET may check this suitability and the corresponding costs shall be borne by the Customer. If VERNET deems it necessary to make modifications to the Customer Tooling in order to manufacture the Products, the resulting costs shall be borne by the Customer. All costs associated with the maintenance, repair and replacement of Customer Tooling, including those resulting from normal wear and tear, shall be borne by the Customer. The Customer shall take out an insurance policy covering the deterioration or destruction of the Customer Equipment for any reason whatsoever and waives all recourse against VERNET in this respect. The Customer Equipment shall be returned to the Customer at the Customer's or VERNET's request in the state in which it is at that time, subject to payment of all sums owed by the Customer. VERNET shall keep the Customer Tooling for a period of one year from the last delivery.

Beyond this period, VERNET may destroy the Customer Tooling after having given formal notice to the Customer by registered letter.

3.3. Insofar as the Products are to be manufactured in accordance with specifications or manufactured using Customer Tooling, the Customer shall indemnify VERNET against all costs, losses and damages (including loss of profit, damage to image and reputation) incurred by VERNET as a result of a claim made against VERNET and/or an infringement of intellectual property rights belonging to a third party resulting from the use of Customer specifications or Customer Tooling.

3.4. Unless otherwise specified, if VERNET does not have the Tooling required to manufacture the Products ("Specific Tooling"), the costs and remuneration relating to the design and manufacture of the Specific Tooling shall be borne by the Customer.

4. Delivery

4.1. Unless otherwise agreed in writing by VERNET, delivery shall be made FCA (Incoterms 2020) to the warehouses designated by VERNET.

4.2. The quantities of Products delivered and invoiced may differ from the quantities ordered by five per cent (5%) more or less.

4.3. In the event that shipment of the Products is organised by VERNET, at the Customer's request and on the Customer's behalf, the Products shipped shall travel at the Customer's expense, risk and peril.

4.4. VERNET will make its best efforts to meet delivery deadlines. If no delivery date is specified in the order, delivery will be made within a reasonable time. The transfer of risk of damage to or loss of the Products between VERNET and the Customer shall take place upon delivery of the Products.

4.5. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and a defective delivery by VERNET of one or more of the instalments, in accordance with these GTC, shall not entitle the Customer to consider the Products as rejected in their entirety.

4.6. If the Customer fails to collect the Products or to give adequate delivery instructions to VERNET within the time limit set for delivery, VERNET may, without prejudice to any other damages (i) demand payment of any additional costs or expenses due to the delay (ii) store the Products until their actual delivery at the Customer's sole cost and risk and charge the Customer for the reasonable costs of storage (including handling and insurance). Payment of all amounts referred to in this clause shall be due by the Customer within thirty (30) days from the date of VERNET's invoice.

4.7. The Customer must provide all the information and documents required for export, transport and import.

5. Checks

If the Customer fails to formulate objections or rejections in writing within seven days of delivery, the Products will be deemed to have been approved. Any objection and/or rejection must be made in writing and must describe precisely all the defects and non-conformities on which the Customer bases this rejection.

6. Transfer of Ownership

6.1. Ownership of all Products is transferred until all amounts relating to said Products, including any charges or interest, have been paid in full. The term "payment" means the actual receipt by VERNET of all sums owed by the Customer. The Customer undertakes not to encumber or allow to be encumbered the unpaid Products with rights or securities and undertakes to ensure that they are not subject to any seizure or any procedure likely to result in their disposal. In the event of an attempt to seize the Products, the Customer shall assert the existence of a reservation of title to the Products in favour of VERNET.

6.2. Until ownership of the Products is transferred to the Customer, the Customer must take all reasonable steps to keep the Products in satisfactory condition.

7. Prices and payment terms

7.1. The price of the Products or Services (the "Price") is that set out in the Acceptance.

7.2. In the event of a change in economic conditions, in particular exchange rates or raw material prices subsequent to the date of the offer, including after the date of conclusion of the Contract, the Price may be modified by VERNET according to the variations that have occurred. VERNET will inform the Customer in advance as soon as possible.

The Customer will have the option of refusing this price change in writing within three days of receiving this information, in which case the Contract will be terminated automatically. Failing this, the modification will be deemed to have been accepted.

7.3. The Price is quoted exclusive of VAT, whether value added tax or any other tax for which the Customer is liable in addition to the amount due for the Products or Services.

7.4. Payments are made in Euros.

7.5. VERNET will issue an invoice for the Products at the time of delivery and/or will issue an invoice for the Services at the time of Acceptance. The Price must be paid without any deduction or set-off to VERNET's bank account within 30 (thirty) days of the invoice date, unless otherwise stated in the Acceptance.

7.6. If the Customer has not made payment in accordance with the terms and on the date specified, VERNET may, without prejudice to its other rights, suspend the performance of its obligations until payment has been made.

7.7. In the event of non-payment of all or part of the sums due on the due date, the Customer will be liable for (i) late payment penalties calculated on the basis of 6 (six) times the legal interest rate (ii) compensation of 40 (forty) euros per invoice, without prejudice to the recovery costs incurred by Vernet and any damages.

7.8. VERNET reserves the right to deduct payments owed by VERNET to the Customer from any balance owed by the Customer to VERNET. The Customer shall not be entitled to deduct payments owed to VERNET by the Customer without the prior written consent of VERNET.

7.9. Notwithstanding the provisions of articles 1223 and 1222 of the Civil Code, the Customer may not reduce the Price or have an obligation performed by a third party without the prior written and discretionary consent of VERNET.

7.10. In the event that all or part of an order is postponed for more than two (2) months, VERNET reserves the right to invoice the Customer a lump sum equal to five (5) % of the amount of the part of the order concerned, excluding VAT. In addition, the costs incurred by VERNET for Products in the process of being manufactured, raw materials, packaging and packaging elements, as well as the components used for the execution of this order will be invoiced and payable at the price known on the day of their purchase, plus financial costs and storage costs. In the event of cancellation of all or part of an order, VERNET reserves the right to invoice the Customer for the Price of the products initially ordered.

In the absence of an agreement to the contrary, in the case of scheduled open orders, such orders may only be suspended with a minimum of 3 months' notice from the date of receipt by Vernet of written notification of such suspension. The Customer will be responsible for (i) the Product orders previously scheduled during the period of notice and (ii) the security stock of Products agreed with the Customer, at the sale price of the Products. The Customer will also bear the cost of raw materials, packaging and packing elements, as well as components ordered by Vernet to fulfil open orders.

8. Guarantee

8.1. Unless otherwise agreed in writing by the Parties, VERNET warrants to the Customer that the Products sold and used under normal conditions will be free from defects in design, material and workmanship ("Defects"), for a maximum period of 12 (twelve) months ("Warranty") from the date of invoicing of the Products. Subject to the

provisions of these General Terms and Conditions of Sale and for the duration of the Warranty specified in this clause, VERNET shall remedy any Defect in the Product if it results from a design or manufacturing error that compromises the proper functioning of the Products concerned, provided that this error is exclusively attributable to VERNET. Minor malfunctions, minor losses of functionality or non-reproducible software anomalies are not considered Defects. However, if the Products are manufactured by VERNET on the basis of design data, design drawings, models and any specifications provided by the Customer, VERNET's warranty shall be limited to the non-conformity of the Products to the Customer's specifications as approved by VERNET under these GTC.

8.2. Authorisation and shipping instructions for the return of Products must be obtained from VERNET prior to any return of Products to VERNET by the Customer.

8.3. This Warranty shall not apply to any Product or component which (i) has been repaired or modified outside VERNET's factory, or (ii) has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear and tear, or (iii) has been installed, operated or used contrary to VERNET's instructions, or due to failure to follow VERNET's instructions for operation or maintenance, or (v) has been used with negligence.

8.4. The warranty does not cover the replacement of parts subject to normal wear and tear. VERNET does not provide any guarantee for the use of second-hand Products.

8.5. VERNET's sole obligation and the Customer's sole remedy under the warranty shall be, at VERNET's option and discretion, to repair or replace, at no additional charge, the defective Products (or the defective part of the Products).

8.6. With the exception of the warranty expressly set out above, VERNET does not grant any other warranty, explicit or implicit, with regard to the Products, their destination for a particular purpose, their commercial value or their quality.

VERNET does not warrant the operation of the software in combination with computer hardware or software provided by third parties, or that the operation of the software will be uninterrupted or error-free or that any defects in the software will be corrected.

8.7. The Customer will not make any claim in respect of costs incurred for additional services, including travel, transport, labour and material costs, if the additional costs arise from the transfer of the Products to a site other than the place of delivery.

8.8. All drawings, descriptive documentation, specifications and advertisements drawn up by VERNET and all descriptions or illustrations contained in VERNET's catalogues or brochures are issued or published for the sole purpose of giving an indicative idea of the Products described therein. They shall not form part of these GTC in general or of the warranty in particular. VERNET may modify the specifications, design or materials of the Products to bring them into line with safety requirements, or when VERNET considers that the quality or performance of Products complying with its own specifications will not be altered by such modifications.

8.9. The Customer may only make a claim for damages related to a Defect within the limits defined by these GCS.

9. Services

9.1. The Customer's order forms for Services must specify the type of Services, the desired dates and times, the address of the site, the specific conditions at the site which may have an impact on the Services and details of the equipment concerned by the Services must be communicated as well as any other relevant information likely to be useful to VERNET in providing the Services, on the basis set out in the corresponding order form.

9.2. VERNET shall have no obligation to provide any services or undertake any work in addition to the Services expressly set out in the Acceptance.

9.3. VERNET shall provide the Services in a professional manner, to the best of its ability and with all due diligence, skill and care. If the Services do not meet these criteria, VERNET agrees to remedy any defective Service

at no additional cost to the Customer, provided that VERNET has received written notice to this effect within 7 (seven) days of the provision of the relevant Services. The Customer releases VERNET from any liability arising from the provision of the Services in accordance with the Customer's specifications or instructions. VERNET shall not be obliged to remedy any defects or to provide any Services in relation to such defects. Any request for additional work (labour and spare parts), including additional repair services, must be the subject of a separate quotation from VERNET.

9.4. Any period for the performance of the Services specified by VERNET in its offer is an estimate based on VERNET's experience in providing similar services.

Unless otherwise stated, this estimate is not binding. VERNET may suspend or delay the provision of any Service if exceptional circumstances force it to do so, at its reasonable discretion. VERNET will, however, endeavour to minimise such delays and their impact on the Customer. VERNET shall not be liable for any delay in the provision of the Services in relation to the times estimated in the quotations or for any other cost, loss or damage suffered by the Customer or by third parties as a result of such delay.

9.5. VERNET shall provide the Services to the Customer as agreed in the Acceptance and in accordance with these GCS.

9.6. The Customer shall grant VERNET, without delay and at the agreed times, the access requested by VERNET to all the sites, premises, installations, infrastructures, equipment and all the areas concerned by the Services to be provided, in order to enable VERNET to provide the Services without hindrance and, where specific conditions of access or use are applicable, to inform VERNET of these conditions as soon as possible and no later than 14 (fourteen) days before the start of the provision of the Services by VERNET. The Customer shall provide VERNET with the health and safety instructions in force on the site(s) where the Services are to be provided. VERNET may change the date of provision of the Services in order to comply with these instructions. The Customer shall provide VERNET with all necessary assistance and co-operation in connection with the performance of the Services. The Customer shall promptly inform VERNET of any problems in connection with the Services and shall provide VERNET with support in resolving such problems. The Customer shall ensure that it fully understands, accepts and completes Vernet's security instructions as stipulated by Vernet or sites under its control.

9.7. VERNET reserves the right to subcontract the agreed Services, or any part thereof, without the Customer's consent.

10. Intellectual property rights

10.1. "**Intellectual property rights**" or "**IPR**" means all intellectual and industrial property rights, including, in particular, copyright, moral rights and neighbouring rights, all rights relating to inventions (including patents, designs and models), trademarks, confidential information (including manufacturing secrets and know-how), plans, prototypes, algorithms, software, topographies of masks and semiconductors and any other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, granted by law in any part of the world, whether or not registered or capable of being registered, and all applications arising therefrom. "**Prior IPR**" means any IPR prior to the date of signature of the Acceptance, or subsequent to the Acceptance but outside the scope of these GTC. "**Results**" means any IPR resulting from the performance of these GCS including Specific Tooling.

10.2. Each Party remains the owner of its pre-existing intellectual property rights and nothing contained in these T&Cs shall be construed as a transfer of any pre-existing intellectual property rights.

VERNET shall be the sole and exclusive owner of its pre-existing intellectual property rights and nothing contained in these GTC shall imply the transfer of any pre-existing intellectual property rights. VERNET shall be the sole and exclusive owner of the Results.

10.3. The Customer shall not do, nor authorise any third party to do, any act which may cause damage or which is not in conformity with the trade marks (which term for the purposes of these GTC shall include but not be limited to trade marks, trade names, logos, product presentations other than trade names, whether registered or not) used by VERNET in relation to the Products and, in particular, shall not allow or authorise the alteration, deletion, concealment or incorporation of other trade marks (in whole or in part) on the Products. The Customer shall not use

or authorise any third party to use the trade marks used by VERNET in relation to the Products in any advertising, promotion or sales literature other than that relating to the Products or any other material supplied by VERNET to the Customer. All advertising, promotions and commercial documentation supplied by VERNET to the Customer shall remain the property of VERNET and the Customer may not under any circumstances allow any other person to use them. The use in any form of the name "VERNET" or the VERNET logo in the official name, company name, trade name, domain name or any other similar name of the Customer requires the prior written consent of VERNET.

10.4. The Customer agrees to promptly inform VERNET of any infringement of VERNET's trademarks or any other IPR or any act of unfair competition of which the Customer may be aware. VERNET and the Customer will then jointly determine the appropriate measures to be taken. The Customer agrees to assist VERNET by all possible means in any legal action taken by VERNET or its subsidiaries in this respect.

10.5. If a claim is made against the Customer that the Products or their use or resale infringes the rights of a third party, VERNET may (at its option) either secure the Customer's right to continue to use the Products or replace or modify the Products to eliminate the infringement of the third party's rights or, if neither of these alternatives is reasonably possible for VERNET, refund the purchase price.

11. Cancellation

Without prejudice to any other rights, the agreement entered into between the Parties by virtue of these GCS may be terminated ipso jure with immediate effect and at any time by written notice in accordance with the following conditions by either Party if the other Party has breached a provision of its obligations and the said breach is not remedied within 30 (thirty) working days following written notice from the latter in respect of this clause, or if the said breach cannot reasonably be remedied within 30 (thirty) days, or if the defaulting Party has not made a significant effort in good faith to remedy the default.

12. Liability

VERNET shall not be liable to the Customer for any immaterial damage, whether or not consequential and/or indirect, such as loss of opportunity, loss of expected savings, loss of contract, loss of profit, loss of production, loss of customers or loss of data. In any event, the Customer agrees and accepts that VERNET's liability under these Terms is limited to the price paid for the Products or Services for which said liability is in question. This limit of liability is global and not per incident (i.e. the existence of two or more claims will not contribute to the widening of this limit).

13. Data protection

13.1. In carrying out and participating in transactions based on these GTC, the Customer may have access to one or more databases, applications, reports, documents and/or other information in paper or electronic form which contain or process data relating to identified or identifiable persons ("DCP"), which the Customer acknowledges may be of a sensitive nature and which the Customer undertakes to treat as strictly confidential and not to use without the express written authorisation of VERNET or as required by applicable law. The Parties shall each ensure that the persons authorised to handle DCP are bound by confidentiality undertakings or subject to an appropriate legal obligation of secrecy. Each Party shall be responsible for the engagement of its own personnel and assigned employees shall be informed that data secrecy shall continue to apply after termination of their employment.

13.2. The Parties undertake to process all PHI received from the other Party and/or its affiliated entities in accordance with any applicable legislation relating to the processing of personal data. This also includes complying with applicable requirements for any transfer of Personal Data to recipients (such as any service providers) inside and outside the European Union for accounting, financing and/or contract management purposes.

13.3. VERNET processes the personal data of the Customer's employees for the purpose of managing the commercial relationship. This processing is based on VERNET's legitimate interest, being necessary for the proper performance of the contractual relationship. The DCP are kept for the duration of the contractual relationship plus the limitation period. DCP are intended for VERNET as well as for any sub-contractors it may use. The Customer's employees have the right to access, rectify, delete or port their data, the right to object to or request the limitation of the processing, the right to define directives relating to the post-mortem fate of their data, under the conditions and within the limits provided for by the regulations. To exercise these rights, they may contact dpo@vernet-group.com. They may lodge a complaint with the CNIL. It is the Customer's responsibility to inform its employees accordingly.

14. Force Majeure

14.1. **Force Majeure Event"** means an event beyond the reasonable control of VERNET that is due to external circumstances, including, but not limited to, general labour disruptions such as, but not limited to, strikes, lockouts, boycotts and industrial disputes (excluding strikes, lockouts and industrial disputes involving VERNET employees), supply difficulties and delays, any delays at the border and/or as a result of customs controls, breaches of contract or disputes with VERNET's subcontractors, natural disasters, wars, riots, civil commotion, malicious damage (except malicious damage involving VERNET employees), acts of government or any governmental authority or its representative (whether or not legally valid) such as, but not limited to, any rule, regulation, law, government order or directive, embargoes and trade restrictions, accident, plant or machinery breakdown, fire, flood, pandemic, epidemic, storm and difficulties or increased costs in recruiting personnel, obtaining goods or providing transportation. An event foreseeable on the date of Acceptance, but the consequences of which could not reasonably have been anticipated on that date, constitutes an Event of Force Majeure.

14.2. If VERNET is prevented, hindered or delayed from performing any of its obligations under these GTS by a Force Majeure Event, VERNET's obligations under these GTS shall be suspended for as long as the Force Majeure Event continues and to the extent that VERNET is prevented, hindered or delayed.

14.3. In the event of a Force Majeure Event, each party reserves the right to terminate the contract ipso jure. In any event, no compensation may be claimed or exercised by either party in the event of a Force Majeure Event.

15. Confidentiality

15.1. **"Confidential Information"** means any information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), which by its nature is intended to be known only to the recipient, which is marked as "confidential" or "proprietary" or which is by its nature, indication or purpose confidential, and any information concerning the commercial transactions and financial arrangements of any Party with any person with whom it has a confidential relationship in relation thereto.

15.2. Neither Party, including in particular its subsidiaries, shall, without the prior written consent of the other Party, for any reason other than the performance of its obligations under these GTC, use, disclose, permit the use of or disclose to any third party, any trade secrets or other Confidential Information, whether relating to the method of operation or the business of the other Party or to Products that it may receive or obtain directly or indirectly.

This obligation shall continue for 5 (five) years after the provision of the Goods and/or Services, but shall not apply to information which (i) was public knowledge at the time of disclosure to the Receiving Party or becomes public knowledge through no fault of the Receiving Party after disclosure to the Receiving Party; (ii) was in the possession of the Receiving Party without any obligation of confidentiality at the time of disclosure to the Receiving Party; (iii) is developed independently by the Receiving Party or its Affiliates and without reference to any of the Disclosing Party's own Confidential Information or other information disclosed in confidence to a third party, as evidenced by written records dating from the time of disclosure; and (iv) is required by law or by the regulations of a regulatory authority to which either Party is or becomes subject, provided that only strictly required Confidential Information is disclosed; or (v) has been properly obtained by the receiving Party from third parties authorised to disclose it without restriction.

15.3. The Disclosing Party shall not be liable for any errors or omissions or for any decision made by the Receiving Party in reliance on the Confidential Information disclosed under these T&Cs. No warranty of any kind (whether express, implied or statutory) is given in respect of the Products as to the accuracy or completeness of the Confidential Information disclosed.

16. Export regulations and anti-corruption measures

16.1. The performance of any obligation under these GCS is subject to the absence of any impediment to French, European Union or international rules applicable to foreign trade, sanctions or embargoes.

16.2. The Customer shall not take any action which might place VERNET or any associated company in a situation which constitutes or might constitute a breach or violation of the said laws, regulations, provisions and/or acts or any interpretation thereof.

16.3. The Customer agrees to comply without reservation with all applicable anti-corruption laws and regulations, including (but not limited to) those applicable in the country where the Customer is registered. The Customer agrees to comply with VERNET's code of ethics. Copies of these charters are available on <https://fr.vernet-group.com/mediatheque/>.

17. Applicable law and jurisdiction

17.1. These Terms, their interpretation and any obligations arising hereunder shall be governed by and construed in accordance with the laws of France without regard to any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

17.2. Any dispute relating directly or indirectly to these GTCS shall be resolved solely by the competent courts in the country of VERNET's registered office.

18. General

18.1. If any provision of these T&Cs is held to be invalid or unenforceable, then it shall have no effect (for so long as it is invalid or unenforceable) and shall be deemed not to be included in these T&Cs but without invalidating any of the remaining provisions of these T&Cs. The Parties shall then use their reasonable endeavours to replace the invalid or unenforceable provision with a valid and enforceable alternative provision the effect of which is as close as possible to the effect sought to be achieved by the invalid or unenforceable provision.

18.2. The Customer may not assign, license or sub-contract the rights and obligations under these GTC without the prior written consent of VERNET. VERNET reserves the right to assign or sub-contract all or part of the rights and obligations under these GCS without the Customer's consent.

18.3. Failure to exercise or delay in exercising any right or remedy provided by these GTC or by law shall not constitute a waiver of such right or remedy or a waiver of any other right or remedy. The exercise in whole or in part of any right or remedy provided by these GTC or by law shall not prevent the future exercise of the right or remedy or the exercise of any other right or remedy.

18.4. Any notice referred to below shall be deemed to have been given if it has been sent by registered letter and email to the Party concerned at its registered office or principal place of business.

18.5. If there is any contradiction between the English version of these GTC and the French translation, the French version of these GTC shall prevail.