

## GENERAL CONDITIONS OF SALE - FONROCHE LIGHTING – INTERNATIONAL

These General Conditions of Sale apply to all sales/supplies of off-grid streetlights/lighting solutions (hereinafter referred to as the "Products") that are commercialised by FONROCHE LIGHTING (hereinafter "FL") outside of Metropolitan France. These general conditions of sale can be consulted online at [www.fonroche-eclairagesolaire.fr](http://www.fonroche-eclairagesolaire.fr) and are attached to the Acknowledgement of Receipt of each of the orders placed by the Purchaser. The Purchaser acknowledges prior to placing any orders that it has consulted the general conditions of sale. Consequently, the signature of any and all purchase orders shall entail automatic, full and unreserved acceptance by the Purchaser of these general conditions of sale, to the exclusion of all others, but without prejudice, however, to any specific conditions that may have been agreed by separate contract between FL and the Purchaser. These general conditions shall take precedence over all the Purchaser's conditions of purchase, notwithstanding any provisions to the contrary.

### 1. PRODUCTS

The prices and information stated on the communications media, as well as the price lists, are for information only, as FL reserves the right to make all modifications concerning the design, form, sizes or materials of these Products, for which the sketches and descriptions are shown on the communications media.

The technical characteristics of the Products are for information only and may not, under any circumstances, be the cause of claims regarding or reductions of the price of the Product.

### 2. ORDERS AND ACCEPTANCE OF ORDERS

#### (i) Orders

In order to be deemed an offer to purchase, all requests by the Purchaser must include all the requisite information and, in particular, the description of the Products ordered (reference number of the technical study), the quantity and the delivery terms (place, timeframe, etc.), as well as the price (notified by FL and valid at the time the order is placed, i.e., except as otherwise provided for, 60 days as from it being sent or issued to the Purchaser).

The Purchaser warrants the accuracy and completeness of the information provided to FL for the purpose of conducting the technical study (the "Study"). Such information shall be deemed contractual in nature and shall include, without being limited to:

- The geographical location (specific climatic area, whether the area is affected by snow and wind or sand and dust, atmospheric pollution, if the location is a coastal area, if the location required a soil study, etc.);

- Detailed information on the specific environment of the location (elements that may create a shadow on the Product (permanent, temporary, total or partial), presence of artificial light, power lines, etc.);
- The use and intended purpose (private, public, roads, functioning, intensity and other characteristics);
- The technical characteristics (type, dimensions, colors, etc.);
- The applicable administrative information notified by the Purchaser (zoning regulations that are applicable to the area, etc.).

In this respect, the Purchaser undertakes to use the Product in ways that comply strictly with the information that it declared at the time of the Study.

The Purchaser acknowledges that any commercial images, graphics and videos used by FL, whether before or after the order is placed, are for illustration purposes only and are not contractual.

All orders must be accepted in writing by FL.

To this end, FL shall confirm its agreement to the Purchaser within eight days in the form of a Contract, which shall contain the following items in the order of priority listed below:

- 1- The Specific Conditions
- 2- The General Conditions of Sale;
- 3- The acknowledgement of receipt of orders
- 4- The installation instructions for the products provided by FL

The orders placed by the Purchaser constitute a unilateral, irrevocable promise to purchase, the withdrawal of which shall trigger its liability. Moreover, as soon as FL has accepted the order, the sale shall become firm and definitive, as from the date of acceptance by the Parties. All cancellations, withdrawals or reductions of an order, without FL's express agreement, shall constitute a breach of its obligations by the Purchaser. In this case, in accordance with the law, FL reserves the right to take legal action in order to obtain compulsory performance or the cancellation of the order, to the sole prejudice and detriment of the Purchaser.

The benefit of the order is personal with respect to the Purchaser and cannot be assigned without FL's agreement. FL accepts orders subject to an agreement between our client Credit Insurance and the Purchaser, which guarantees the amount of the Purchaser's client credit. If our client Credit Insurance for the Purchaser does not guarantee the order, specific means of payment or guarantees shall be implemented and discussed for each transaction.

An invoice shall be issued that corresponds to each delivery. The effective date of delivery

shall be both the invoice date of issue and the starting point for the computation of the due date in the event of deferred payment.

#### (ii) Changes to orders

The Products sold by FL are manufactured after receipt of the order. Consequently, all changes to or cancellations of orders must be requested in writing by the Purchaser, and shall only be accepted by FL according to the state of progress of the order fulfilment. If FL does not agree to the change or cancellation, the down payments made shall not be returned and the costs of modification, paint removal or paint refurbishment, as well as damages, may be invoiced.

All changes shall necessarily give rise to the signature of a rider to the Contract, regardless of the extent of the changes made. A change shall be understood to mean all requests for modifications of the technical characteristics of the Products, or changes in the laws, regulations, standards or quantities, or increases in the prices of raw materials after the date of entry into effect of the Contract.

### 3. DELIVERIES

#### (i) Deliveries

Deliveries are made in accordance with the Incoterm FCA-Plant Agen (47), unless stipulated otherwise in the specific conditions that bind the Purchaser and FL. Deliveries shall only be made according to availabilities and in the sequence in which orders arrive.

The delivery times are stated in the acknowledgement of receipt of the order.

Goods travel at the risks and jeopardy defined by the Incoterm stated in the specific conditions or, by default, at the risks of the Purchaser, which shall be responsible for verifying shipments upon arrival, making known any reservations and lodging any claims with the carrier, even if the shipment was free on board.

FL shall, as of right, be released from all commitments regarding the delivery time if the Purchaser has not complied with the payment conditions or:

- In the event of force majeure (i.e., all events that are beyond the control of FL and that prevent it from operating normally at the stage of manufacturing or dispatching the Products), as defined in Article 14;
- If events occur such as lockouts, total or partial strikes that interfere with the functioning of the departments of FL or of one of its suppliers, sub-contractors or carriers, disruption of transportation, or of the supply of energy, raw materials or spare parts, epidemics, war, requisition, fire, adverse weather conditions, natural disaster, machinery accidents, etc.;
- When the information to be provided by

the Purchaser does not reach FL in a timely manner, as well as in the event of changes or new specifications.

#### **(ii) Delays**

The delivery times are given for information purposes only and with no guarantee. A delay does not authorise the Purchaser to cancel the sale, to refuse the goods or to benefit from damages.

If FL does not comply with the contractual performance timeframes, for reasons that are directly attributable to it and when the delay has caused actual harm to the Purchaser, proof of which the Purchaser must provide, FL shall pay, after formal notice that has remained without effect, within fifteen business days and in response to a substantiated claim by the Purchaser, an indemnity calculated on the contractual amount excluding tax, for the part of the services that were delayed, at the rate of 0.2% per complete week's delay.

The aggregate amount of these penalties may not exceed 5% of the amount excluding tax of the services for which FL collected payment, delivery of which is delayed.

FL's total liability in respect of the delay may not exceed a total amount of 5% of the amounts that were collected in the form of the price of the Contract excluding tax.

Said penalties shall take the form of liquidated damages, and shall exclude all other compensation for the Purchaser in this regard and all penalties in respect of the delay.

#### **(iii) Dispatch**

If dispatch is delayed for reasons that are attributable to the Purchaser, FL reserves the right to apply storage fees to the Purchaser for a fixed amount excluding taxes of €40 per pallet and per week's delay.

### **4. HANDLING AND STORAGE**

The batteries, LEDs and solar panels must be stored in a place that is protected from the elements, in their original packaging. The batteries must be installed before the date stated on the packaging.

The Purchaser shall comply with the specifications provided for the batteries (in particular, all instructions regarding ambient humidity level, minimum/maximum temperature, etc.).

The mechanical parts must not be stored directly on the ground or near to an area in which powdered materials are stored. It is not recommended to store the mechanical components for a long period without adequate ventilation, in order to avoid any deterioration.

### **5. CARRIAGE**

FL shall organise the Carriage. Responsibility and liability for Carriage are defined by the Incoterm that is stated in the specific conditions or, by default, shall be the responsibility of the Purchaser. It shall be the

responsibility of the Purchaser to verify shipments upon arrival, to make known any reservations and to lodge any claims with the carrier, if even the shipment was free on board.

Our shipments, which are free on board and include packaging, shall always be understood to mean unloading by the recipient, as the driver cannot operate alone. All additional carriage expenses caused by the Purchaser (e.g. in the event of an incorrect delivery address or if the recipient is not present) shall automatically be charged to it. The goods are deliverable under the Incoterm FCA-Plant unless stipulated otherwise in the specific conditions that bind the Purchaser and FL; otherwise, they travel at the Purchaser's risks and jeopardy. The Purchaser must take all steps to enable and/or facilitate the receipt of the Products ordered. It must, in particular, ensure that the reception infrastructure (premises, facilities, etc.) complies with all requirements or recommendations expressed by FL in its technical documentation or by any other means. The Products shall be deemed to have been received by the Purchaser within 48 hours from the date of receipt of the Products of the delivery of the Products to the Purchaser's Site.

#### **(i) Claims**

Notwithstanding the statutory obligations, in order to be taken into account, all claims concerning the nature, type, characteristics, delivery notes and apparent quality of the Products must be notified to the carrier within a maximum timeframe of 48 hours, with a copy to FL.

#### **(ii) Packaging**

Packaging that is not consigned shall always be paid by the Purchaser and shall not be recovered by FL. In the absence of any specific indications on this subject, the packaging shall be prepared in accordance with the standards defined by FL.

#### **(iii) Returns of deliveries**

The return of a Product that was delivered can only be accepted on an exceptional basis after first obtaining FL's written agreement and after a delivery return acceptance number has been issued ("*delivery return no.*"); all returns that do not comply with these provisions shall be automatically rejected. After the delivery return acceptance number has been issued by FL, the Product must be returned within 30 calendar days, in the state in which it was delivered, both with regard to the Product and its packaging. No returns shall be accepted after this date. If the visual aspect does not comply with the purchase order, only undamaged Products that are in perfect condition will be accepted, i.e., with no marks, unopened and with all the accessories, documentation and cables that were originally supplied. The refurbishment expenses and the risks associated with

returning this equipment shall be the responsibility of the Purchaser.

### **6. PRICE AND PAYMENT CONDITIONS**

The Products are sold by FL to the Purchaser at the rate in force when the order is placed. The Purchaser must be able to consult the rate in force at all times. The prices stated in the offer are expressed net of all taxes and excluding transport levies, as applicable. The Specific Conditions of the offer define the total price of the Products when there is flat-rate price and, as applicable, shall provide the breakdown of this price (the price of the studies, supply and carriage).

The price is established on the basis of the laws and regulations in force on the date on which the offer was submitted.

The price may be revised as from the date on which the offer is submitted under the conditions provided for in the offer, according to the formulas for price revision published by the Lighting Confederation.

#### **(i) Payment terms**

The payment conditions for the Purchasers that benefit from a financial guarantee are as follows:

- 30% at the time of order;
- 70% at the time of delivery.

In the absence of a financial guarantee, the entirety of the price including all taxes must be paid on the date of the order.

Invoices are payable immediately upon receipt, by bank transfer or by cheque to FL sent to the postal address below:

**FONROCHE Lighting -Service Comptabilité - ZAC des Champs de Lescaze- CS 40010 - 47901 AGEN - Tel: 05-53-77-21-31 Fax: 05-53-77-21-51**

No discounts are offered for cash payment.

Payments by bill of exchange are not accepted.

#### **(ii) Late payment**

All additional payment times on which the parties have not agreed shall be regarded as unreasonable. The (total or partial) non-payment of an amount when due shall, as of right, lead to accelerated maturity and consequently all monies owed falling due immediately, even if the due dates are in the future. In such a case, the monies owed shall immediately fall due after formal notice has been duly served by FL via registered letter with return receipt, unless FL chooses to cancel the orders. In this case, cancellation shall not only affect the order concerned, but also all orders to be delivered.

In accordance with the provisions of the law in force, all amounts that are not received when due, without prejudice to all of FL's other rights, shall, as of right, accrue interest at the statutory rate of 1.5% per month, without prior formal notice being necessary. Moreover, all late payments, as of right and with no formal notice being necessary, shall

give rise to the payment of a flat-rate indemnity to cover collection costs of an amount of €40 as set by the Decree of 2 October 2012 no. 2012-1115 and in accordance with Article L 441-6 of the French Commercial Code.

If a payment is not made when due, the Purchaser shall also pay the collection fees for its debt, and, as liquidated damages, shall owe an indemnity of 15% of the unpaid debts, without prejudice to all of FL's other rights.

No claims by the Purchaser can suspend the payments it owes and no offsetting may be effected without FL's written agreement; the Purchaser expressly declares that it wishes to make payment notwithstanding any difficulties.

Any deterioration of the Purchaser's credit (reduction in the guarantees of our Client/Purchaser Credit Insurance, late payment, failure to comply with negotiated payment times, etc.) may justify a demand for guarantees or cash payment before filling the orders received. This shall be the case, in particular, if there is a change in the debtor's capacity, in its professional activity (or, if it is a company, in its corporate officers or in the form of the company), or if a sale, lease, pledge or contribution of its going concern has an unfavourable effect on the Purchaser's credit. FL may also cancel any current orders if, while the orders are being filled, it becomes aware of the fact that the Purchaser is undergoing insolvency proceedings.

## 7. RETENTION OF TITLE

The transfer of title to the Products is contingent on the effective receipt in full of the price by the seller when due. However, the risks shall be transferred to the Purchaser as from delivery.

In the event of non-payment by the Purchaser, FL, without losing any of its other rights, may, by registered letter with return receipt, order the Products to be returned at the Purchaser's expense and risk. FL may:

- Arrange for an inventory of the Products for which the Purchaser has not paid to be drawn up;

- Recover the Products that were delivered, which must be identifiable at all times.

The Purchaser shall owe an indemnity to cover loss of value that is equal to 1% of the price of the Products per month the Products are held between delivery and return. This indemnity shall be offset against any down payments that were made.

The Purchaser shall refrain from granting any pledge, right of lien or other rights to a third party on the Products and, in general, the Purchaser undertakes to do everything that is necessary in order to protect, as much as possible, the interests of FL, in particular with regard to the owner of its premises and all other creditors.

Notwithstanding the above, the risks of loss or of total or partial damage of the Products shall be transferred to the Purchaser as soon as they are delivered. The Purchaser must, in this respect, take out all insurance policies to cover the Product and, as applicable to enable any indemnities to be paid directly to FL commensurately with any amount that is owed to it, including both principal and interest, by the Purchaser.

## 8. WARRANTIES

FL undertakes, in respect of the warranties offered, to provide free of charge the Product components that are needed in order to repair or replace the defective Products, it being specified that these warranties shall only apply to Products that are installed and used in accordance with the rules of the art, and with the local regulations and standards in force, and in complete compliance with the installation instructions provided by FL, which are part of the set of contractual documents accepted by the Purchaser. Except as otherwise expressly stated by the Purchaser, the equipment ordered is presumed to be used at the place of reference for the Technical Study referred to in Article 2. It is therefore in relation to this place that the technical characteristics of the equipment delivered are defined.

The warranties offered concern the replacement of parts if they are defective, under the following conditions:

### (i) Defects that grant the right to the warranty

The warranty exclusively concerns the supply or the repair of the following parts:

The photovoltaic panel, the battery and the LED array (lights): Replacement or repair of the product for the first five years.

FL undertakes to provide the Product components that are needed to remedy any operating defect of the Products, the origin of which is a flaw in the design or materials. Under the warranty, FL may, at its initiative alone, decide whether it is appropriate to repair or replace the components of the defective Products, without its liability being triggered over and above the warranty conditions that are set forth in this Article.

In the event that FL decides to replace all or part of the Product, the warranty concerning the replaced components shall be limited to the duration of the initial warranty period.

The cost of carriage and labour incurred by the replacement or the repair of the spare parts shall be paid for by the Purchaser.

The labour operations may only be performed by a third party if FL has approved said third party in writing.

All other representations, warranties or conditions, whether explicit or implicit, statutory or otherwise, are formally excluded. FL does not assume any liability of any kind whatsoever concerning all losses, all

damage or harm that are directly or indirectly attributable, or that are connected in any way to the quality, compliance or use of the Products.

### (ii) Duration and starting point of the warranty

The warranty period shall start on the delivery date stated on the delivery note that is accepted and signed by the Purchaser or its representative. If, at the Purchaser's request, the dispatch of the equipment that has already been manufactured in full is deferred for a reason that is beyond the control of FL, the extension of the warranty period cannot exceed three months beyond the delivery date initially defined.

### (iii) Warranty exclusions

Products that are stored and installed under the following conditions are expressly excluded from the warranty:

- Normal wear and tear of mechanical parts due to their installation environment,
- Use, installation, implementation and utilisation of the Product that does not correspond to the information declared at the time of the Study,
- Geographical location, the effect of which is the occurrence of unpredictable weather conditions, winds in excess of 70km/h, etc.;
- Corrosivity:
  - o An environment, the corrosivity of which is higher than that defined in category C3 of ISO 12944 for standard products,
  - o An environment, the corrosivity of which is higher than that defined in category C4 of ISO 12944 for marine products
- The Product's physical installation does not conform to the physical limitations imposed by the Product,
- Environments which could be favorable to fungal development, caustic and/or corrosive (for example, including but not limited to, industrial chemical plants, very humid environments and environments that are saturated in fertilising products);
- Exposure to highly polluted environment, fine particles, excessive dust or sand causing premature soiling of LED, panels and fixtures, including but not limited to:
  - o areas with variable rainfall;
  - o high traffic areas (especially if air emissions are not regulated or are only lightly regulated).
- The existence of over-voltages or non-compliant electrical facilities (over-voltages and under-voltages in excess of those defined by the applicable standards in force or current

fluctuations linked to a management system that exceeds the limits specified for the Product);

- The presence of ground vibrations or tremors;
- The presence of a harmonic oscillation phenomenon or any resonance associated with movements of air around the Product;
- Failure to comply with the Installation instructions (for example, in the event of assembly errors or non-compliance with maintenance recommendations);
- Utilisation that does not correspond to the purpose or intended use (e.g. an Installation that does not comply with the rules of the art, a lack of maintenance as advised in the installation instructions provided by FL, a lack of surveillance, storage and handling that do not comply with the conditions laid down by FL, etc.);
- A modification of or work on the Product (in any form whatsoever) performed directly by the Purchaser or by a third party. Work or a modification shall be understood to mean, in particular, any addition or any removal of a part or component of the Product, in particular the installation or the use of accessories, applications (software), or the replacement of original parts (e.g. lighting or cabling systems);
- In the event that the installation is performed after the date stated on the packaging,
- In case of changes in the environment that would alter the performance of the Products (creating shade, artificial light, etc.) or impact the robustness or resistance of the Products.
- If an intervention by FL is necessary to maintain the good working conditions of a Product and if, for reasons beyond its control, FL or one of its partners could not have access to the Product, despite written information of the Purchaser. This includes (without being limited to), cases with:
  - o Cluttered environment preventing aerial work;
  - o Unstable ground preventing safe lifting or aerial work;
  - o Presence of electrical or telephone networks.

The following are also excluded from the warranty:

- Defects arising from substances and materials supplied by the Purchaser or a design imposed by the Purchaser;
- Products, the amount of which has not been paid in full to FL, or, in the event of payments in instalments, Products for which the Client has not respected the payment instalment dates;
- Defects arising from a case of force majeure, as defined in Article 14, or that

originate from an act of vandalism, civil unrest, falling objects, explosion or fire, or any other situation beyond the control of FL.

**(iv) Conditions under which the warranty can be triggered**

In order to be able to claim the benefit of triggering the warranty, prior to the order, the Purchaser must have **provided to FL in writing and with proof of receipt, the purpose, intended use and conditions of use of the Product (in particular in connection with the Study).**

In order to trigger the warranty, the Purchaser must:

- Inform FL, in writing without delay, of the defects it is attributing to the equipment and provide all explanations and justifications concerning the reality thereof;
- Make all arrangements for FL to inspect and remedy said defects, this includes accessibility for FL's or its subcontractor's employees and vehicles (including access for aerial work platforms);
- Moreover, unless FL expressly agrees, refrain from carrying out the repair itself or arranging for it to be carried out by a third party.

**(v) Functioning of the warranty (after-sales service)**

After receipt by FL of the request to trigger the warranty, FL may accept the request and, in this respect, issue a file number ("*after-sales service return no.*"), or refuse the request and provide the reason(s) for the refusal to the Purchaser.

After-sales service returns function as follows:

- 1- a file number is allocated for the "after-sales service return" by FL;
- 2- FL sends the equipment in a timely manner at the Purchaser's expense.
- 3- the Purchaser returns the defective equipment, at its expense, within 30 calendar days, as from the "after-sales service return" number being notified, to the following address:

**FONROCHE LIGHTING SAV**

**ZAC des Champs de Lescaze CS 40010 - 47901 AGEN**

4- FL takes delivery of the technical equipment and starts the in-house technical audit;

5- the FL in-house technical audit reveals the existence of a defect which is covered or excluded by the warranty.

(a) The defect is covered by the warranty

1- FL staff replace or repair the defective part at the Purchaser's expense;

2- FL sends back the equipment under warranty to the Purchaser at the Purchaser's expense;

3- the replacement equipment is returned by the Purchaser, at its expense, to FL within 30 calendar days of receipt of the returned

equipment.

4- the parts and labour not covered by the warranty\*, if any, are invoiced.

*\*After-sales service repairs or replacements are, as a priority, dealt with in FL workshops. Nevertheless, in the event that, given the nature of the equipment, the repair must take place on the site where the equipment is installed, the cost of carriage of the equipment or of the defective parts, as well as that of the return of the repaired or replaced equipment or parts, shall be paid by the Purchaser, as shall FL's travelling and accommodation expenses in the event of repair on the site where the equipment is installed.*

(b) the defect is not covered by the warranty, article 9 (iv) may apply.

FL shall recover title to parts that are replaced free of charge.

This warranty cannot be assigned or transferred.

All repairs or all replacements under the warranty cannot result in the warranty period being extended. FL reserves the right to modify the equipment hardware in order to comply with its obligations.

In the event of failure to return equipment that is under warranty or replacement equipment by the Purchaser, within the timeframes mentioned above (in sections 3), a penalty for late performance of an amount of two hundred (200) euros per day's delay shall be applied, without any prior formal notice having to be served by FL. The total amount of the penalties invoiced to the Purchaser may not exceed 5% of the total amount of the contract.

**9. OPTIONAL SERVICES**

**(i) Optional installation services**

The installation of the Products order may, on an optional basis and after this option is formally confirmed on the purchase order, be provided by FL.

**(a) Custody**

In this case, the Purchaser shall have Custody, within the meaning of Article 1242 of the French Civil Code, of all or part of the Products that are removed or installed by FL, or by one of its representatives, prior to or during the installation operations, on the site for which the Products are intended or on the Purchaser's premises.

**(b) Receipt**

In this case, all of the risks that are inherent in the Products shall automatically be transferred to the Purchaser upon signature, by the Purchaser, of the receipt slip that confirms the compliant completion of the installation operations.

FL may freely decide on partial receipts for selected consignments of Products that have been compliantly installed.

### **(ii) Garland**

If the Purchaser wishes to hang a garland on the Products, it shall subscribe to this option. Such garland shall be in accordance with the technical instructions given by FL, including dimensions, weight, projected area, etc. If the Purchaser fails to comply with the technical instructions, FL shall be deemed released from any warranty regarding the integrity of the Products.

### **(iii) Procurement of masts by the Purchaser**

In case the Purchaser wishes to assume the responsibility for the sizing and supply of the poles on which FL's solar kits will be installed, the poles must:

- Be sized in accordance with the regulations applicable in the territory of installation.
- Take into account, for their dimensioning, all the constraints inherent to the technical characteristics of the solar kit provided by FL to the Purchaser at the time of the quotation. Such characteristics may be validly updated by FL until FL confirms the order form.
- Take into account, for their dimensioning, all the constraints inherent to their installation environments (in particular, but not limited to: corrosive environments / saline environments / average and maximum wind speeds / etc.).
- Be subject to a protective treatment against rust and/or other corruptions likely to affect the robustness and aesthetics of the lighting column.

### **(iv) Maintenance and repair services**

If pursuant to Article 8, the technical audit performed by FL reveals that the defect is not covered by the warranty:

1. FL will provide a quotation for the repair of the non-warranted equipment;
  2. FL carries out the repairs or returns the unrepaired equipment (at Purchaser's option);
  3. The Purchaser returns the replacement equipment to FL within thirty (30) calendar days of receipt of the new equipment;
  4. FL charges a flat fee for the provision of the replacement equipment, technical auditing costs, and transportation and travel costs.
- In the event of failure to return the equipment within the above-mentioned time limits, a late payment penalty of two hundred (200) euros per day of delay will be applied, without any prior notice of default having to be given by FL. The total amount of penalties charged to the Purchaser shall not exceed 5% of the total amount of the contract.
- 7.4-FL invoices a flat-rate amount for the loan of the replacement equipment, and for the

costs of the technical audit, carriage and travel.

## **10. FONROCHE CONNECT**

The Parties concur that the Fonroche Connect software is and remain the sole property of FL. Thus, notwithstanding the ones accorded by the present Article, the Purchaser expressly acknowledges that he shall hold no right, whatsoever, on said software.

### **(i) Use prerequisite**

In order for the Product to benefit from Fonroche Connect, the Purchaser shall download and keep updated the following technical prerequisite, for the full duration of the Product's use:

- "Google Chrome" Web Browser, as well as JavaScript and Cookies activated

The Purchaser shall refrain from filing any complaint in connection with Fonroche Connect, should the use prerequisite not be fulfilled.

### **(ii) Fonroche Connect exploitation**

The Purchaser grants to FL the right to connect to its products through Fonroche Connect, at any given time and without any prior notice.

The Purchaser grants to FL the right to operate any change or update regarding Fonroche Connect, at any given time and without any prior notice.

The configuration setup of Fonroche Connect were realized by FL and according to factors established by the latter. Therefore, no modification to the exploitation setting of "Fonroche Connect" shall be requested by the Purchaser, nor shall he refuse FL's decision to suppress or to reduce the exploitation setting's configuration, the data sharing or the data processing.

The Purchaser is informed that Fonroche Connect might require occasional and free of charge interventions by the FL teams on the Products.

The Purchaser assent to the principle of these interventions.

Therefore, FL shall propose, by email, an intervention appointment to the Purchaser, no later than three (3) days prior to it. Without any answer in the twenty-four (24) hours following the notice, the appointment shall be considered as accepted.

In the event that the Purchaser's persistent silence and/or repeated denial of the intervention should prevent FL from operating the intervention need for Fonroche Connect's proper functioning, the Purchaser

shall in no case be intitled to any form of compensation based on either "Fonroche Connect's" or the Product's malfunction, and such for as long as the aforementioned intervention shall be refused.

### **(iii) Fonroche Connect Data**

The Purchaser declare he was informed that Fonroche Connect's exploitation is likely to generate technical data (described hereafter as "the Data").

The Purchaser admits that the Data exploitation doesn't enable, in any form or by any means, its identification and thus authorize FL to collect, to store on any physical or digital support and to exploit the aforementioned Data.

### **(iv) Fonroche Connect's property**

The Purchaser declares he was properly informed of the fact that Fonroche Connect is FL's exclusive property. Consequently, the Purchaser shall refrain from altering or modifying the latter, as well as from analysing it order to wrongly reproduce it.

### **(v) Access rights**

The Purchaser is accountable for the confidentiality and security of the Fonroche Connect access rights entrusted to him. The Purchaser is therefore accountable for any fraudulent and/or harmful action committed at the expense of FL by means of or through the rights which he holds.

### **(vi) Duration of the service**

The Purchaser's access to Fonroche Connect software is limited to the duration of the Product warranty.

### **(vii) Limit of service**

Unless otherwise specified, FL's service is limited to the provision of a Gateway and access to Fonroche Connect software. Any other service remains the responsibility of the Purchaser, such as the provision of a SIM card and the associated subscription.

## **11. RECYCLING**

The Purchaser represents that it has been validly informed of the fact that FL has a recycling facility that makes it possible to limit the environmental impact of the Products when they are dismantled.

In this respect, the Purchaser undertakes, in the event that its Products are dismantled, to regard FL as a recycling partner and to propose to it, as a priority over all third parties, to carry out the recycling operations for its Products. Absent FL's written agreement within fifteen (15) days of the Purchaser's proposal concerning recycling, the Purchaser may validly route its dismantled Products to other recycling channels.

## **12. FL'S LIABILITY**

#### **(i) Liability for direct and indirect damage to property**

FL is not required to compensate the harmful consequences of faults by the Purchaser or third parties concerning the performance of the Contract, or the harm that results from use by FL of technical documents, data or any other resource provided, use of which is imposed by the Purchaser and that contain errors that were not detected by FL. Under no circumstances may FL's liability be triggered in the event of indirect damage to property.

#### **(ii) Liability for direct and indirect consequential damage**

Under no circumstances shall FL be required to indemnify direct or indirect consequential damage, such as, in particular: operating losses, loss of profit and commercial loss.

FL's liability is strictly limited to the obligations that are expressly stipulated in these general conditions of sale. All the penalties and indemnities that are attributable to FL and are provided for therein have the nature of liquidated damages that entail discharge and exclude all other sanctions and indemnification.

#### **(iii) Liability limitation**

Other than the compensation of bodily injuries, regardless of the cause, FL's liability is limited to an amount that, absent any provisions to the contrary in the specific conditions, is capped at a maximum amount that corresponds to 10% of the monies received in respect of the supply or the service on the date of the claim.

The Purchaser shall vouch for the waiver of recourse by its insurers or third parties with which it has a contract, against FL or its insurers, in excess of the limits and for the exclusions defined above.

#### **13. OWNERSHIP - CONFIDENTIALITY**

FL shall retain in full all the intellectual property rights to its projects, studies and documents of all types, which may not be disclosed or performed without its written authorisation, and must be returned to it at its first request.

Throughout the duration of its contractual relations with FL and for five (5) years after the expiration thereof, the Purchaser undertakes not to disclose to any person or entity whatsoever, in any form whatsoever, any information concerning the processes, methods, patents and other forms of intellectual property that are directly or indirectly used by the Products of which it may be aware or that may be brought to its attention.

The technology and know-how, whether patented or not, as well as all the industrial and intellectual property rights concerning the Products and services, shall remain the exclusive property of FL. The Purchaser is only granted a non-exclusive licence to use the Products.

#### **14. FORCE MAJEURE**

FL's liability may not be triggered under any circumstances due to a delay or any shortcomings whatsoever in the filling of an order, provided that they are attributable to cause beyond its control. FL may not be deemed to be liable in the event of a breach of one of its contractual obligations, if this non-performance is caused by a case of force majeure, i.e., an event that is unforeseeable, unavoidable and extraneous with regard to FL.

By express agreement, it is understood that the following events, in particular, shall constitute cases of force majeure: fire, strikes, unrest, riots, floods, epidemics, administrative or judicial seizures, embargos, quarantines, restrictions, wars, defaults by sub-contractors, acts of state, restrictions on foreign exchange, imports or exports, unforeseeable circumstances, actions or omissions by the Purchaser, or defaults or delays on the part of the carrier.

The performance of the obligations shall be suspended if a force majeure event occurs that is beyond the control of FL, which makes it impossible for it to perform its obligations, without it being possible to trigger its liability in this respect with regard to the Client, or to claim any associated indemnification from it by the Client.

FL shall resume performance of its obligations when the disappearance of the force majeure has been duly observed.

The performance times for the obligations, in particular those provided for filling the order, shall be extended by a period that is equal to that during which the force majeure situation persists.

If the situation continues for more than 30 days, the parties shall meet in order to determine whether they intend to pursue the performance of their respective obligations and, if not, the order shall be cancelled as of right with no indemnities being owed by either party.

It is however specified that in the event of an insurance-related expert appraisal, the aforementioned timeframe may, as necessary, be extended as a result.

#### **15. COMPLIANCE**

Each of the Parties undertakes to comply with the national and international legal and regulatory provisions in force that are applicable to it, in particular with respect to:

- a) human rights and the environment;
- b) prevention of corruption and money laundering;
- c) financing of terrorist activities;
- d) prevention of anti-competitive agreements.

Each of the Parties undertakes to act ethically in its business relations and to ensure that its conduct and the performance of its obligations will not in any way damage the

reputation of the other Party.

Thus, each of the Parties undertakes to comply with the ten principles of the Global Compact as set out below:

- a) to promote and respect the protection of international human rights law within its sphere of influence;
- b) to ensure that it is not complicit in human rights abuses;
- c) to respect freedom of association and recognise the right to collective bargaining;
- d) to eliminate all forms of forced or compulsory labour;
- e) to abolish child labour;
- f) to act against corruption in all its forms, including extortion and bribery;
- g) to eliminate discrimination in employment and occupation;
- h) to apply the precautionary approach to environmental issues.

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

#### **16. CHOICE OF FORUM AND APPLICABLE LAW**

These general conditions of sale are governed by French law.

In the event of a dispute, solely the Agen (47) Commercial Court shall have jurisdiction, even in the event of third-party notice, interlocutory applications or multiple defendants. If the action includes any form of urgent measure whatsoever, solely the urgent applications judge of the Agen District Court shall have jurisdiction, regardless of the measure requested and where the litigious Product is located.

No acceptance of payment by cheque, bills of exchange or any kind of instrument that is issued in another place shall bring about a derogation from or novation of this choice of forum clause.

#### **17. OTHER PROVISIONS**

The fact that FL does not, at any time whatsoever, avail itself of one of the provisions of the general conditions of sale may not be construed as a waiver of the right to avail itself of this provision at a later date. FL has taken out an operating liability insurance policy and an insurance policy to cover its civil liability following delivery/work/services. No guarantee concerning ten-year construction liability insurance may be provided in respect of this Agreement.

No amendment of these general conditions of sale shall be valid if it is not evidenced in writing between FL and the Purchaser.

These general conditions of sale shall prevail over all other general conditions issued by FL.

Any invalidity of part of the provisions of these general conditions of sale may not

affect the validity of the other conditions.