

**GENERAL CONDITIONS of SALES
VERGNET S.A.****Article 1 - Preamble**

Purpose of these General Conditions of Sale (GCS) is to define the contractual obligations of VERGNET S.A. and of its Customer with regards to sale of VERGNET SA Supplies. The term "Supplies" refers to any products and services.

Should VERGNET S.A. not rely on any or several of those CGS provisions, it could not be construed as a waiver by VERGNET S.A. and VERGNET S.A. keeps its rights to impose its and their application.

Every VERGNET S.A. CGS provision applies without any restriction/reserve for every sale contracted between VERGNET S.A. and its Customers, whatever could be the clauses included in the Customer's order, in particular in the Customer's own General Conditions of Purchase. As per the Regulation in force, every Buyer is systematically provided with such CGS prior to any ordering to VERGNET S.A.

Any Supplies order implies unconditional acceptance by Customer of such VERGNET S.A. and its commitment to abide by such CGS which prevail over any other Customer document, in particular its own General Conditions of Purchase

Article 2 - General provisions

Any document other than such CGS is given for information only and VERGNET S.A. keeps its right to make any changes thereto, according to what have been the negotiations results between VERGNET S.A. and its Customer through the issue of Particular Conditions of Sale (PCS) which prevail on the CGS for every item dealt with in the PCS.

Any non-amended GCS provision is fully applicable notwithstanding the possible modifications which may be brought to other GCS provisions in the PCS.

Such GCS, eventually amended by the PCS, are complementary to the Sale Offer (which includes the Supplies Price) and the whole set (CGS & PCS & Sale Offer) constitutes the sale Contract.

Any Proposal, Offer and/or Quotation are only valid during the month following their emission unless otherwise stated in the Proposal, Offer or Quotation.

Article 3 – Contract execution

No Order shall be deemed to be accepted unless its receipt has been duly acknowledged.

Contract is composed, by order of precedence, of the Particular Conditions accepted by VERGNET S.A. and by these GCS, to the exclusion of any other document. Any amendment to VERGNET S.A. proposals will be deemed to be accepted only if expressly stated in the Order confirmation.

3.1 No Order would commit **VERGNET S.A.** unless:

- Customer has fully accepted in writing the VERGNET S.A. Offer, thanks to a duly signed request for Order issued within the Offer validity period, i.e., thirty (30) calendar days, except if stated otherwise in such an Offer ;
- VERGNET S.A. has confirmed in writing the Customer's Order, thanks to an « Acknowledgment of Order » which summarizes the Order main features;

Note : Any acceptance of **VERGNET S.A.** Offer which is made beyond the Offer validity period will not commit VERGNET S.A. to abide by the Offer conditions, unless VERGNET S.A. has confirmed it in writing.

3.2 Any Order modification brought by Customer must be submitted in writing in order to be considered by VERGNET S.A. which will decide whether or not to take it into account as per its current possibilities and its sole convenience.

3.3 VERGNET S.A. keeps its rights not to respond to any received order.

In general, a refusal to conclude an Order by VERGNET S.A. will not be construed as a fault and will not give the Customer any right to get a compensation of whatever nature it could be.

3.4 With the exclusion of force majeure, no Order can be totally or partly cancelled by Customer, once the Order is accepted by VERGNET S.A., unless duly stipulated in a written agreement. In such case, any incurred costs and every work carried out by VERGNET S.A. as per the Order shall be paid by the Customer, based on the progress report that VERGNET S.A. will submit.

In case of Order cancellation by Customer after VERGNET S.A. acceptance, for whatever reason it might be except force majeure, the Order down payment will be definitively and in full right acquired by VERGNET S.A.

Moreover, in case of Order cancellation by Customer after VERGNET S.A. acceptance and in case no Order down payment would have been already transferred, an amount corresponding to 20 % of the Order total amount will be invoiced to Customer to compensate VERGNET S.A. damages and interests for the losses incurred.

3.5 It is expressly agreed that the Customer is the Order exclusive beneficiary and in no way such an Order can be assigned without the VERGNET S.A. prior written consent.

Article 4 - Scope of Supplies

VERGNET's Supplies are expressly defined in the Contractual Documents (Offer, Order). It is the Customer's responsibility to ensure that, having taken into account each Supplies characteristic, that all conditions are met to enable installation, implementation and safe use of the Supplies.

Article 5 - Changes during the Contract

Any amendment to Contract which may be requested by Customer, after VERGNET S.A. had sent its receipt acknowledgement, must be explicitly accepted by VERGNET S.A.

If accepted by VERGNET S.A., it will be subject of a written agreement between the Parties which will establish the new Contract conditions.

In case such a change is rejected by VERGNET S.A. or in case of disagreement by the Customer on the change consequences, VERGNET S.A. shall revert back to the original Contract and will only deliver corresponding Supplies.

Article 6 – Prices

6.1 Prices and any other figure/information disclosed in brochures or marketing documents are given for an information purpose only and are not binding on the Parties. Prices are fixed by the rates in force either on the Contract date or on the Order day or, should the case be, in the Offer submitted to the Customer.

6.2 Prices are firm and non-revisable during the validity period.

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6.3 Unless stated differently in the Offers or in Particular Conditions, prices are expressed in Euros, excluding VAT, excluding packaging, loading, transport, insurance, customs duties, taxes and charges of any nature.

6.4 Specific pricing conditions can apply depending upon specificities as required by Customer, taking into account in particular delivery arrangements & times and/or payment conditions & terms. A related specific Offer will be submitted by VERGNET S.A. to its Customer.

6.5 Hardship:

In case of an unforeseen significant change in cost of a critical item, part of VERGNET S.A. supply, that fundamentally alters the financial equilibrium of the Order, VERGNET S.A. will be entitled to revise the Supplies price subject to the Applicable Law provision. For that purpose, a revision formula can be included in Contract Particular Conditions.

Whether Supplies price was stated as firm, VERGNET S.A. keeps its right to revise it if Supplies delivery date has been postponed beyond Contract milestone for a reason attributable to Customer.

Article 7 – Terms & Conditions of payment

7.1 Payment terms and conditions are defined in the Contract Particular Conditions and/or in other contractual documents. Each invoice states the payment due date and the related currency.

7.2 Payment will be made preferably by bank transfer. However, any other payment mean can be made with the prior written agreement of VERGNET S.A.

Each payment must be made by Customer at the invoice receipt and at the latest 30 days after the invoice date. Customer must take all measures, so the payment is made at such due date.

7.3 Down payments are always payable on receipt. Payment terms cannot be delayed for reasons not attributable to VERGNET S.A. Unless stated differently in the Particular Conditions, **Customer will pay a down payment of 50% upon any Order.**

7.4 Any Customer credit deterioration and generally speaking any modification, whatever is its origin, of the Customer status, can justify requirement of bank guarantee(s) or of new particular payment terms decided by VERGNET S.A., and can even lead to the refusal by VERGNET S.A. to give effect to Customer's Orders. Any amount not paid at the due date shall automatically incur delay interests based on such unpaid amount (all taxes included) at a rate equalling 2% per late week, a started week remains due. Such delay interests will be added to the remaining due amounts.

Such delay interests accrue from the day immediately following the due date as stated in the invoice until full payment of the due amount.

In case of payment delay, a flat rate fee of **150 Euros** for recovery costs will automatically apply without any previous notification. However, VERGNET S.A. reserves its rights to ask an additional compensation, upon receipts submission, in case the recovery costs would exceed that above figure. Furthermore, the non-payment of any single invoice makes, at VERGNET S.A. sole convenience, enforceable the immediate payments of all remaining invoices which are due to VERGNET S.A., being understood that their aggregate amount automatically incurs interests calculated as per current article terms.

In addition, and without prejudice to delays interests, to penalty clause and to recovery costs as above mentioned, VERGNET S.A. can:

- Put on hold all its obligations related to the Order subject to payment delay and also to all other on-going Orders until full payment of due amounts by Customer;
- Subject the on-going Orders further execution to bank guarantees issue or to any new terms (in particular new payment terms) ensuring payment settlements and as considered satisfactory by VERGNET S.A.;
- Terminate the Order as of right. Such a termination will apply not only to the on-going Order, but also, at VERGNET S.A. sole convenience, to all or part of past unpaid Order or future ones, whether executed or under execution and whether their payments due dates are expired or not. Customer must refund all expenses incurred by VERGNET S.A. for the contentious recovery of sums due by Customer.

7.5 Any deduction and/or compensation by Customer are expressly excluded unless previously agreed in writing by VERGNET S.A. On the other hand, no discount can be granted in case of anticipated payment or upon receipt.

Article 8 – Milestones & Deadlines

8.1 Supplies delivery dates are specified in Particular Conditions and VERGNET S.A. commits to do its best efforts to comply with each milestone, to the best of its procurement and manufacturing possibilities. It is expressly agreed that Milestones & Deadlines only start from the date of receipt acknowledgement by VERGNET S.A.

8.2 VERGNET S.A. will be released in its own right from its commitment to meet the delivery milestones and/or deadlines and may back-charge Customer the delay financial consequences in the following cases:

- a) failure and/or delay by Customer in transmitting any necessary data or test parts in accordance with contractual requirements,
- b) non-compliance by Customer with terms of payment,
- c) failure and/or delay in giving free access to places where Contract works are to be performed,
- d) failure and/or delay in obtaining licences and/or administrative authorisations by Customer.

In case of force majeure (as per article 9) VERGNET S.A. cannot be held liable.

Article 9 – Force majeure

VERGNET S.A. 's obligations under Contract will automatically be suspended, without formality, and VERGNET S.A. will be released from all liabilities in case of force majeure event occurrence, as defined by French Law (Civil Code Art. 1218), i.e., any event which is unforeseeable, irresistible and beyond control of the Party which invokes it.

Either VERGNET S.A. or its Customer cannot be held liable if one of them fails in fulfilling or delays the fulfilment of any of its respective obligations as per the current Order in case of force majeure, as par above Art. 1218 of Code civil.

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The Party noting such an event must notify the other Party within 48 hours by registered mail about its impossibility to perform one of its commitments and shall give all necessary substantiation.

Obligation suspension cannot be construed as a breach of such an obligation, nor induce any damages or delay liquidated damages payment.

Related obligation is put on hold during the whole force majeure duration, when the force majeure event is temporary and does not last more than 90 days.

Consequently, as soon as their respective obligations suspension grounds disappear, VERGNET S.A. and its Customer will make all possible efforts to resume as soon as possible the performance of their contractual obligations.

In that respect, the Party prevented from carrying its obligations will notify the other Party about its obligation's resumption by registered mail or any other extrajudicial document.

If the force majeure impediment is definitive or if it lasts beyond 90 days, the current obligations will be purely and simply cancelled as per terms of Art. « Cancellation due to force majeure ».

During such a hold, both Parties agree that the incurred costs resulting from that situation will be shared for half.

Article 10 – Delay Liquidated Damages

In case of a delay duly proven to be attributable to VERGNET S.A., VERGNET S.A. may have to pay liquidated damages equal to 0.5% to undelivered Supplies Contract price per full week of delay, excluding tax, with a cap of 5% of the Contract Price, excluding tax.

Payment of such Liquidated Damages will constitute the sole and final remedy with regards to delay and its consequences.

Article 11 - Delivery

Supplies delivery will be made at any place decided by Customer in agreement with VERGNET S.A. and in compliance with the incoterm (ICC Incoterms 2020) as defined in the Order.

In the event the Customer does not take over Supplies from its availability place and date as per the relevant incoterm (ICC Incoterms 2020), Supplies will be stored at Customer expenses and risks, and VERGNET S.A. liability cannot be held for any reason whatsoever. Such provisions do not alter the payment obligations.

Article 12 - Packaging

Supplies are delivered protected with standard packaging fit for the intended final destination and transport mean, providing that VERGNET S.A. has been duly informed by Customer about their constraints.

Supplies packaging are handed over to Customer and are not taken back by VERGNET S.A.

It is the Customer duty to check each Supplies delivery upon their arrival on site. In case of damage or lost at delivery on site, Customer shall make necessary reserves vis-à-vis the freight forwarding company within the time limit imposed by this latter and take all necessary measures to protect its rights.

Article 13 -Acceptance of Supplies

13.1 - Acceptance in VERGNET S.A. or of its subcontractors' premises.

When acceptance is due to take place in the premises of VERGNET S.A. or ones of its subcontractors, the Customer has to organise itself to attend or to be represented.

In the event when the Customer does not attend any acceptance operation, Supplies shall be deemed to be tacitly and contradictory accepted by both parties and may be delivered. Acceptance will give rise to an acceptance report certifying Supplies compliance with all contractual requirements.

13.2 - Acceptance in Customer's premises

Acceptance of Supplies may take place on the Customer's site as a condition, part of Particular Conditions. Purpose is to check on site Supplies conformity with contractual requirements.

Such an acceptance operation on site cannot deny the compliance control (as mentioned in above Art. 13.1) which took place either in VERGNET S.A. or VERGNET S.A. subcontractor's premises and which was validated by an acceptance report which prevails.

In all cases, acceptance cannot be refused for minor defects. A minor reserve is a non-conformity which does not impact any guaranteed performance of the Supplies and which VERGNET S.A. commits to correct as soon as reasonably possible after delivery.

Article 14 -Transfer of ownership

VERGNET S.A. reserves its ownership of Supplies until full payment of Contract price.

For that reason, if the Customer is subject to a judicial redress or files a bankruptcy, VERGNET S.A. keeps its rights to claim, within the insolvency proceedings, recovery of sold but still unpaid equipment.

Customer must immediately inform VERGNET S.A. of any seizure, requisition or confiscation of Supplies for the benefit of a third party and shall take all safeguard measures to enforce VERGNET S.A. property rights in case of a creditor intervention until the date of ownership transfer.

In case of non-payment of the price on the due date, VERGNET S.A. may immediately notify the sale cancellation by registered letter with acknowledgement of receipt, without prejudice to damages VERGNET S.A. may claim. In such case, Customer hereby fully authorises VERGNET S.A. and any person designated by VERGNET S.A. to enter, during working hours, premises where Supplies are located, so as to retrieve them.

Article 15 - Transfer of risks

Notwithstanding Article 14 provision, the risks relating to Supplies are transferred to the Customer upon delivery, according to the selected Incoterm as defined in Article 11.

Article 16 - Warranties

16.1 - Defects giving rights to warranty coverage.

VERGNET S.A. undertakes to correct all operating defects which result from defect in design, in selected materials or in manufacturing of Supplies within the following provisions limits.

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The warranty commitment only applies to Supplies under the Contract, excluding wear parts and consumables. VERGNET S.A. warranty does not apply:

- to anomalies in supplies, products or parts supplied by Customer, and in case of defect resulting from a design imposed by Customer,
- to anomalies due to fortuitous or force majeure events, for replacements or repairs which result from accidents, abrasion, corrosion, normal wear of Supplies or of any of their components, their deterioration due to negligence, lack of supervision or maintenance and/or misuse of Supplies by an any third party not previously trained / approved by VERGNET S.A.,
- in case of defaults resulting from a non-compliance by the Customer operating and maintenance teams with VERGNET S.A. instructions manuals
- in case of use for operations and/or with items or parts not expressly specified in VERGNET S.A. technical specifications, in case of misuse by Customer or by a third party,
- in case of repair, modification, addition, alteration, disassembly or reassembly of mechanical, electrical or electronic connections which were not performed by VERGNET S.A.

16.2 - Duration and starting point of warranty period.

The warranty period, unless otherwise specified, has a duration of twelve months starting from the delivery date as per a/m Art. 11, or from the acceptance date if a site acceptance is foreseen in the Particular Conditions.

If Customer starts to operate Supplies before the acceptance date, the warranty period will start on the Supplies first operation date.

In any event, the warranty period may not last more than eighteen months from the delivery date as defined in Art. 11. Any repair, modification or replacement of parts during the warranty period does not extend the warranty period.

16.3 - Customer's obligations

So as to benefit the Supplies warranty, Customer must notify VERGNET S.A. in writing within 72 hours after the occurrence of any defect in Supplies that Customer considers it has to be covered by warranty and Customer shall provide all evidences thereof. In particular, Customer must provide VERGNET S.A. with every information and facility enabling VERGNET S.A. to check and thoroughly analyse such a defect and to correct it.

It is understood among the Parties that repairs under warranty may result in an interruption of Supplies operations. Costs of VERGNET S.A. interventions carried out at the Customer's request under the warranty but which would eventually prove not to be covered by warranty shall be borne in full by Customer. Customer duty is to perform all necessary backups of its programming, and VERGNET S.A. cannot be held liable in case of loss of data.

16.4 – Methods

Once notified, VERGNET S.A. will bring necessary corrections to the defects, being understood that VERGNET S.A. reserves its rights to modify Supplies, if necessary, to fulfil its obligations.

The costs related to dismantling and reassembly on the Customer site, packaging, transportation, reexport of Supplies to VERGNET S.A. premises will be borne by Customer. Works related to warranty obligation are carried out in VERGNET S.A.'s premises after Customer had returned the defective Supplies and/or parts for repair or replacement, at the choice of VERGNET S.A..

Nevertheless, if Customer requires the repair to take place in the Customer's premises or in those of its end Customer, VERGNET S.A. will work based on a quotation made by VERGNET S.A. and approved by Customer, including the labour costs corresponding to such a repair, as well as the time spent in preliminary works or dedicated to dismantling and reassembly of items not included in the Supplies in question, but necessary due to the conditions of use or setting-up of the Supplies. Relevant travels and living expenses will be invoiced to Customer.

For warranty operations, VERGNET S.A. will provide its warranty service during its normal working hours and working days. Parts which are replaced free of charge will be returned to VERGNET S.A. at Customer's expenses and shall become VERGNET S.A. property.

16.5 – Warranty limitations

These limited warranties set forth herein are expressly in lieu of and exclude all other express or implied warranties, including but not limited to warranties of merchantability, warranties of fitness for use or application, warranties of non-violation of third party rights; intellectual property rights and all other obligations or responsibilities of VERGNET S.A..

Unless otherwise provided by local Laws or regulations, VERGNET S.A. shall have no liability whatsoever in case of injury or damage to any person or tangible property, nor for any loss or damage resulting from any cause whatsoever arising from or related to Supplies. VERGNET S.A. shall not be liable under any circumstances for incidental, consequential, indirect or special damage, regardless the cause, even if VERGNET S.A. has been notified in advance of such damage occurrence. Loss of use, loss of profits, loss of image, loss of production and loss of income are therefore specifically, and without limitation, totally excluded.

16.6 - In case photovoltaic modules being or not integrated in a more global Supply, any specific guarantee which may be granted by the manufacturer of modules could only be borne by the aforementioned manufacturer. VERGNET S.A., beyond Article 16.2 duration and more generally beyond this Article 16 conditions, shall in no case substitute the modules manufacturer with regards to its obligations, even if the latter had filed bankruptcy.

VERGNET S.A. liability under warranty is strictly limited to this Article obligations.

Article 17 - Equipment availability & storage

17.1 If any equipment, owned by VERGNET S.A., is made available to Customer, the latter shall take care of it under its full responsibility and commits to use it only for the Contract needs, in accordance with safety rules, to store it and return it in its original condition upon VERGNET S.A. request.

17.2 In case of Supplies storage on the Customer site, the latter shall take all necessary measures to protect Supplies against any damage.

Article 18 - Intellectual property - Confidentiality**18.1 - Intellectual property**

The intellectual property rights relating to any documentation such as quotations, proposals, studies, software, plans, designs, diagrams and more generally to all documents handed over or sent by VERGNET S.A., remain the exclusive property of VERGNET S.A.. Such quotes, proposals, studies, software, plans, designs, diagrams and documents shall in no circumstances be communicated to any third parties or reproduced or used directly or indirectly for other purposes without VERGNET S.A. prior written authorisation. Order acceptance only grants Customer a right to use them for Supplies

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operation. No Contract provision shall be construed as a transfer of any intellectual property rights to Customer (trademark, patent, know-how, literary and artistic property ...).

A software licence does not imply any intellectual property right transfer on such a software to Customer. Subject to the applicable legal provisions, any decompiling, reverse engineering, modification or creation of derived software by Customer, or by its own customers, agents, distributors or licensees, is strictly prohibited.

VERGNET S.A. undertakes to hold Customer harmless against any intellectual property right infringement claim due to VERGNET S.A. Supplies. VERGNET S.A. will ensure Customer defence provided that:

- Customer has promptly - and not later than 72 hours - notified such claim to VERGNET S.A. in writing,
- VERGNET S.A. has sole control of the defence and all negotiations aiming at reaching a settlement.

VERGNET S.A. will not be held responsible for an infringement claim in the following cases:

- any combination, implementation or use of Supplies with any other equipment, data or software not supplied by VERGNET S.A.,
- a modification of Supplies by Customer,
- Supplies having been designed and manufactured according to Customer instructions or specifications or on the basis of a model provided by Customer.

18.2 - Confidentiality

Customer undertakes to keep confidential all information it may receive or may come to know, whether in writing, orally or physically seen during the performance of the Contract. It shall refrain from communicating all or part of said information to third parties in any way whatsoever and from using it for purposes other than the performance of Contract. Customer hereby guarantees full compliance with this commitment by all its staff members and other contractors which may have access to such information.

Such provisions are applicable for a period of ten years after Service completion or Contract completion, except for any part of such information which may fall in public domain.

Article 19 – End use controls

Customer undertakes to obtain all required legal authorisations for Supplies which may be subject to end use controls, due to their nature or intended destination, for which VERGNET S.A. shall not bear any liability whatsoever.

In no case, Supplies may be re-exported, in breach of export control provisions issued by the country where they were manufactured.

Article 20 – Assignment -Novation

The Contract is concluded on a strictly *intuit personae* basis and cannot be assigned to another company without VERGNET S.A. prior written consent.

Article 21 - Liability

Notwithstanding any contrary provision, VERGNET S.A. will be exempt from liability to compensate any indirect damage and any immaterial damage including, but not limited to, loss of income, loss of profits, operating losses, financial costs, loss of orders, loss of image, commercial disorders of any nature, etc., and Customer waives both in its name and on behalf of its insurers any claim against VERGNET S.A. and its insurers.

With exception of proven gross negligence by VERGNET S.A. and compensation for physical injury, the total liability of VERGNET S.A. is, whatever are causes, capped at the cumulative amount of already paid invoices as per Contract, excluding taxes.

Article 22 – Suspension

In case of Contract suspension and/or termination by Customer for reasons not attributable to VERGNET S.A., Customer undertakes to reimburse all costs and expenses incurred by VERGNET S.A. resulting from such suspension and/or termination, and VERGNET S.A. will benefit from an adjustment of contractual milestones. In addition, VERGNET S.A. will be compensated for any damage suffered due to such suspension and/or termination. VERGNET S.A. may terminate all or part of Contract without prejudice to its rights and without any liability whatsoever vis-à-vis its Customer in case Customer fails in complying with its own contractual obligations.

Article 23 - Applicable law - Jurisdiction

The applicable law is the French law. In the event of a dispute, both Parties endeavour to settle it amicably by negotiation within forty-five (45) days from receipt of the notice of dispute.

Failing resolution of the dispute by direct negotiation, Parties endeavour to explore alternative methods of resolving the Dispute, such as mediation, conciliation or neutral expertise.

If the Parties fail to settle the dispute through any alternative dispute resolution methods, either Party may submit the case to the Tribunal de Commerce de Paris arbitration, in France, which shall have sole jurisdiction, even in the event of third parties involvements or when there are several defendants.