



# GENERAL TERMS AND CONDITIONS OF SALE

## Article 1 – PREAMBLE

These General Terms and Conditions of Sale ("GTCS") shall be applicable to any agreement entered into between the Group CYRPA and its subsidiaries CYRPA Innovations, hereinafter referred to as "CYRPA" and a Customer, hereinafter referred to as "Customer"; the term "delivery" shall allude to all products and services.

Any order placed with "CYRPA" by the "Customer" shall imply acceptance, without reservation, by the latter of these general terms and conditions of sale and waiver the Buyer's own general terms and conditions of purchase, which shall not apply unless otherwise derogated formally and specifically by "CYRPA".

If any of the provisions stipulated under these "GTCS" is deemed null and void by any law or regulation in force, or by final court decision, it shall be treated as if it had never existed but the validity of the remaining provisions shall remain in full force and effect. In this case, "CYRPA" and the "Customer" hereinafter referred to as "the Parties" shall re-write the provision capturing, to the best of their ability, the same spirit and the economic basis of the annulled provision.

## Article 2 – GENERAL CONSIDERATIONS

The prices and information contained in the catalogues, notices, price lists or schedules are only for information purposes and non binding for "CYRPA"; the latter reserves the right to perform changes in relation to the format, shape, size or material of the devices, machines and machine elements including prints and descriptions that appear as advertising according to the "Agreement" as defined below and the specifications described in the special terms of "CYRPA." Similarly, the exchange of information prior to dispatching the order by the Buyer, notwithstanding the type and nature of this information shall be non-contractual in nature.

Proposals, offers and quotes shall only be valid 30 days from the date they were made.

## Article 3 – CONCLUSION OF THE CONTRACT

No order shall be deemed accepted until the "Customer" receives from "CYRPA" an acknowledgement of receipt by fax, email or post which is then signed by the "Customer" and returned to "CYRPA". Only once written acceptance by the "Customer" of the accomplished order in the form of "acknowledgement of receipt of order" (Ref. Doc. CO011210\_1113) is signed by the "Customer" both parties shall be bound by the contract of sale. The sample format is annexed hereto.

The contract, hereinafter referred to as the "Agreement", consists of the special terms of "CYRPA" and these "GTCS" and excludes any other document, stipulating that in case of contradiction between both documents, the CYRPA special terms shall prevail.

Any changes to the "CYRPA" proposals shall not be deemed accepted unless expressly mentioned in the acknowledgement of order.

The execution of the "Agreement" shall commence upon receipt of payment of the deposit made by the "Customer" mentioned in the "Contract".

## Article 4 – SCOPE OF SUPPLY

The "Supply" by "CYRPA" is specifically defined in the "Agreement". It is for the "Customer" to ensure that all conditions are met to allow the implementation and safe use of the aforementioned "Supply" taking into consideration all the characteristics of the "Supply".

## Article 5 – MODIFICATIONS TO THE AGREEMENT

Any changes to the "Agreement" once the acknowledgement receipt has been sent by "CYRPA", as requested by the "Customer", shall be expressly accepted by "CYRPA" and shall constitute an amendment to the "Agreement".

Failing to reach an agreement on the modifications requested by the "Customer", "CYRPA" shall be entitled to suspend or refuse to execute the "Agreement" to the sole detriment of the "Customer".

## Article 6 – PRICE

Prices are exclusive of taxes, excluding packaging, transport, customs duties, taxes and charges of any kind. Prices shown do not include discounts or rebates.

"CYRPA" shall reserve the right to pass on any changes in the economic conditions or taxes to the sale price to the "Customer" (changes in exchange rates, tariffs and taxes, prices of raw materials, etc.) to take place from the date that the order was accepted by "CYRPA" and the date of delivery of the "supply".

## Article 7 – INTELLECTUAL PROPERTY

The intellectual property rights relating to any documentation such as quotes, proposals, studies, software, plans, drawings, diagrams and, more generally, all documents delivered or sent by "CYRPA", shall remain the exclusive property of "CYRPA" and under no circumstances shall the "Customer" be asked to contribute towards the development costs related thereto. These quotations, proposals, studies, programs, plans, drawings, diagrams and documents shall, under no circumstances, be disclosed to third parties or reproduced, or used directly or indirectly for other implementations without the formal consent of "CYRPA". The acceptance of the order shall only grant the "Customer" the right of use to operate the "Supplies". None of the provisions under this "Agreement" shall be interpreted as transferring to the "Customer" any rights whatsoever in relation to industrial property (trademarks, patents, know-how, literary and artistic property, etc.).

The software license granted by "CYRPA" to the "Customer" shall not imply any transfer of intellectual property rights of the Software that would benefit the Customer. Subject to the governing law, all reverse engineering, decompilation, modification or creation of the software by the Customer, customers, agents, distributors or potential licensees of the Client shall be strictly prohibited.

In the event that the "Supplies" include the use of software or intellectual property rights, hereinafter "IPR", the use and operation of the software and "IPR" are granted to the buyer under the conditions stipulated under the license agreement for the relevant software or "DPI".

## Article 8 – PAYMENT CONDITIONS

Unless otherwise stated under the special conditions set forth in the "Agreement", all payments shall be executed by the "Customer" by bank transfer to the following account number: "IBAN BE74 0016 2246 1507" no later than a maximum period of 45 days at the end of the month or 60 days from the date that "CYRPA" issued the invoice.

Late payments shall automatically be subject to interest from the agreed payment date by the "Parties", equivalent to the interest rate applied by the European Central Bank for its most recent refinancing operations plus ten (10) points in accordance with the provisions of law No. 2208-776 of 4th August 2008 (Article L.441-6 of the Commercial Code).

Late payment interest shall be payable ipso jure from the first day of delay with no reminder being required and without prejudice to compensation for damage suffered by "CYRPA" derived from late payment.

In case of sale, transfer, collateral security or contribution to a company of its business capital or its equipment by the "Customer", or if a payment or acceptance of bills is not performed by the agreed date, the amounts due shall become immediately payable, irrespective of the conditions previously agreed.

Repair and maintenance work, as well as additional services or those delivered during assembly shall be billed on a monthly basis and payable in cash, net and with no discount.

Equally, if the Buyer does not fulfil the financial conditions imposed by "CYRPA" or in the event that the "Customer" remains in arrears with payments to "CYRPA" or if the "Customer" is already in debt with "CYRPA" or a third party or if there is any objective reason that entitles "CYRPA" to consider that the "Customer" is unable to pay the confirmed orders, "CYRPA" may, at its sole discretion, withhold the delivery of confirmed orders until payment in cash or in advance of the merchandise.

In the event that a buyer does not fulfil its obligation of payment of the goods delivered, "CYRPA" reserves the right, without waiving any other rights, to claim the goods in order to sell them to a third party on behalf of the "Customer" or for its own account and the "Customer" shall remain liable for the difference in price resulting from the sale of the goods at a lower price than the one agreed with the buyer, where applicable.

In the event that an action for payment is initiated by "CYRPA," the buyer has no right to hold the goods on its premises unless the lawsuit is terminated or a sentence has been pronounced.

In addition, failure to pay an invoice or the non-return within eight days of a bill sent for acceptance shall entitle "CYRPA" to all its rights and actions reserved to suspend all deliveries, regardless of the conditions of the order until full payment has been received and to cancel the discount that may have been applied. Furthermore, five working days after formal notice by registered mail, followed by non-payment, the sale of non-paid products shall be resolved automatically, the products shall immediately become property of "CYRPA" pursuant to this provision, these provisions shall not invalidate the provisions contained in the preceding paragraph, in the case that the resale of the aforementioned goods to a third party is carried out at a price lower than the price originally agreed with the defaulting "Customer".

The invoice shall be issued once "CYRPA" receives the acknowledgement receipt signed by the "Customer". The aforementioned deadlines shall commence as of that date.

## Article 9 – DELAYS

Time limits shall commence from the date "CYRPA" receives the acknowledgement of receipt of the order signed by the "Customer".

"CYRPA" shall be discharged ipso jure from a commitment in relation to the time limits and shall be entitled to oblige the "Customer" to bear the financial consequences in the following cases:

- 1) Failure to and / or delay by the "Customer" presenting all the information necessary to execute the order,
- 2) the "Customer" fails to comply with the terms of payment,
- 3) failure to and / or delays in supplying the place of execution of the agreement
- 4) failure to and / or delay by the "Customer" obtaining the relevant licenses and / or administrative authorisations.

## Article 10 – DEFEASANCE CLAUSE

In the event that the Customer is in breach of contract, the Agreement shall be terminated in favour of "CYRPA" without prejudice to the damages and interests that may be claimed.

Furthermore, "CYRPA" reserves the right to suspend or terminate the "Agreement" either totally or partially without formality and shall not be held liable in the event of an incidence, more particularly, the occurrence of a particular event listed below:

- Lockout, fire, war, riot, earthquake, storm, natural disaster, actions by public authorities, factum principis, strikes undertaken by the "Customer's" personnel, social movement independent of "CYRPA" and preventing access to the place of execution of the "Agreement", failure to obtain permits and licenses;

- If there are changes to the debtor's circumstances that may threaten "CYRPA's" debts, particularly in the event of a safeguard procedure, adjustment or judicial liquidation against the "Customer", "CYRPA" shall not be held liable for any compensation to the "Customer" as a result of such suspension or termination of the "Agreement";

As a general rule, any other circumstance or event that may end or reduce the "Supply" or prevent the normal performance of the market, which may not be overcome despite reasonable efforts and / or without a significant increase in the cost price of the "supplies" contained in the "Agreement."

## Article 11 – DELIVERY AND INVOICING

Delivery shall be effective on the date agreed with the "Customer" under the special terms of the "Agreement" provided that its suppliers have fulfilled its obligations in relation to "CYRPA" within the agreed time limit. Delivery shall only take place once the order has been confirmed.

Delivery shall be made to the address that appears on the order form and may only include the agreed geographic area.

On the one hand, delivery is carried out, either by direct delivery to the "Customer" or by simple notice of supply or by the delivery in "CYRPA'S" plants to a shipper or carrier designated by the "Customer" or, in the absence of a designated shipper or carrier, one selected by "CYRPA". On the other hand, delivery times shall be met when "CYRPA" delivers the goods to the intermediary carrier agreed between both "Parties" within a reasonable time limit that may suggest that, under normal circumstances, the goods shall be delivered to the "Customer" in a timely manner.

Notwithstanding the previous §, the delivery dates provided by "CYRPA" shall only be indicative.

The receipt of goods shall invalid claims, with the exception of reserves and protestations made by the "Customer" in accordance with the provisions under Article L 133-3 of the Commercial Code, by registered letter with acknowledgement of receipt addressed to the carrier within three (3) business days after delivery, along with written information to "CYRPA" in the same period.

Delivery times shall run from the latest of the following dates: the day "CYRPA" receives the acknowledgement of receipt of the order signed by the "Client", the "CYRPA" receives the information, the down-payment or supplies that the "Customer" committed to provide.

Delays may not justify the cancellation of the order. In the event of delay in the delivery in relation to contractual deadlines, no penalty shall be applied unless both "Parties" have expressly envisaged this contingency in the special terms under the "Agreement". Such penalties, if applied, have a character of liquidated damages and discharge and exclude any other mode of compensation.

## Article 12 – PACKAGING

Non-returnable packaging is always owed by the Customer and is not recollected by CYRPA.

## Article 13 – RECEPTION OF THE SUPPLY

This reception warrants that the "supplies" comply with the contractual requirements and shall not call into question the compliance monitoring approved by the report in writing of receipt established by "CYRPA." "CYRPA" shall inform the "Customer" prior to the date of receipt to provide a reception area suitable for the storage of the "Supply".

The Customer agrees to implement all the necessary actions available to "CYRPA" in order to execute the reception. If the reception may not take place under the terms and the time limits agreed for reasons not attributable to "CYRPA", "CYRPA" may change the terms thereof. The reception may not, under any circumstances, be rejected for minor defects that do not prevent the functioning of the Supply.

## Article 14 – PROPERTY TRANSFER– RESERVATION OF TITLE CLAUSE (articles 2367 to 2372 of the Civil Code - Law 80-335 of 12.05.80)

"CYRPA" reserves the ownership of the "Supply" under the "Agreement" until full payment of the price in principal and related charges. Anything to the contrary is void. The "Customer" shall immediately notify "CYRPA" of the seizure, requisition or confiscation in favour of a third party of the "Supply" and to take all safeguarding measures to make known the property rights of "CYRPA" in the event of intervention of the creditor until the date of transfer of ownership. In the event of non-payment of the price of the principal and related charges on the agreed date, "CYRPA" may immediately, upon written notification by registered letter with acknowledgment of receipt, issue the resolution ipso jure of the sale, subject to any damages and interests to the advantage of "CYRPA". In this case, the "Customer" already authorises "CYRPA" and any person designated by "CYRPA", to enter the premises where the "Supplies" are located during business hours in order to remove them.

## Article 15 – RISK TRANSFER

All risks in relation to the "Supply" shall be transferred to the "Customer" on delivery as defined in Article 11.

## Article 16 – INTERRUPTION AND NON-DELIVERY

If events or circumstances prevent the delivery of the goods for which "CYRPA" may not be held responsible, the "Customer" shall be entitled to suspend the fulfilment of its obligation to deliver during the period of incapacity including an appropriate restart period (start-up period) which is, by right, granted to "CYRPA" by the "Customer".

Payments for the "Supplies" may not be delayed or modified as a result of the possible penalties.

In the event that the delivery is hindered due to changes in the legal or regulatory import conditions, the contract shall be terminated ipso jure. In such case, "CYRPA", upon the "Customer's" shall request to sign a new contract with the "Customer" including the changes in the import conditions.

"CYRPA" shall be released, ipso jure, of any commitment relating to the delivery times if the "Customer" has not complied with the payment terms.

## Article 17 – PRODUCT DEFECT / PRODUCT RETURN PROCEDURE & RMA

The "Customer" shall obtain the consent from "CYRPA" prior to the return of any goods regarding the return itself, as well as the financial and operational procedures.

The product features are those defined in the specifications of "CYRPA" as published in their latest version, except for the following different features "Features" expressly agreed between "CYRPA" and the "Customer".

If at the time of the risk transfer, a defect is identified in the goods sold and such defect has been duly notified in accordance with the abovementioned procedure, "CYRPA" may, at its discretion, either exchange or repair the parts covered by the warranty where the defect has been detected. In the event that "CYRPA" is unable, for whatever reason, to repair or exchange the defective part in a reasonable period of time that may not be less than 3 weeks, the "Customer" shall, at its discretion, terminate the "Agreement" or request a price reduction. In this case, if the "Customer" has suffered damages or has had to deal with unforeseen expenses attributable to "CYRPA", the article "safeguard clause" of these "GTCS" shall be applicable.

In no way, "CYRPA" shall be held responsible for the following:

- 1) product orders placed by the buyer in loco of other products for a specific use without previously informing "CYRPA" and obtaining express consent,
- 2) occurrence of injury or damage of any nature whatsoever, whether as a result of misuse of the product in violation of the "Specifications" established by the manufacturer or a product's exposure to external influences that are likely the damage the product such as transportation, storage by the "Customer" in inadequate conditions or if the components are subject to excessive use (mechanical, electrical or thermal), etc. ... (In this respect, it is recommended to users before using the product, to ensure that it is entirely suitable for the intended use by implementing input controls, preliminary tests and all useful tests).
- 3) notification of the product defect is made later than the ten-day period stipulated in § 5 of this article,
- 4) a third party, not the buyer, is concerned (third party).

Any dispute must be received by "CYRPA" within ten days of the receipt of the product and following the procedure "Return Material Authorisation" hereinafter referred to as "RMA", made available to "CYRPA" without postage or packaging costs and recognised as faulty. No returns shall be accepted without the prior written consent of "CYRPA" in accordance with the "RMA".

"RMA" Procedure: no return of products shall be accepted by "CYRPA" if it does not include the following:

- "RMA" number issued by "CYRPA"
- invoice number,
- the reason for return and
- the product reference.

Returned products must be packaged so as not to suffer any damage. It is the "Customer's" responsibility to return the products. All products must be returned postage paid as specified in the RN.4A, unless otherwise stated by "CYRPA." If the returned product is defective, a full description of the nature of the alleged defect must be sent together with the returned product. If the returned product is not eligible for the RIVA procedure, the product shall be returned to the buyer's at its own expense.

## Article 18 – WARRANTIES

### 18.1 – Defects covered by the warranty

Products sold by "Cyropa" are likely to qualify for a manufacturer's warranty which the duration is specified on the purchase order. In addition to this manufacturer's warranty, the "Client" benefits in accordance with the legal provisions of the legal warranty against hidden defects.

In case of sale through a distributor, the legal warranty is passed directly to customers of the latter.

"CYRPA" undertakes to remedy any latent defect resulting from faulty design, materials or performance (including assembly if this task has been entrusted to "CYRPA") to the extent provided below, if it is a latent defect and not a case of improper use or maintenance.

The warranty against latent defects applies only to products that have become regularly property of the "Customer."

"CYRPA" shall not be held liable if the defect has been a result of the materials or the design provided by the "Customer". The warranty shall be equally excluded in relation to damages of any kind caused by acts of God or force majeure and for replacements or repairs resulting from normal wear and tear of the equipment, damage or injury arising from negligence, improper installation, supervision or maintenance and abnormal use or non-compliant with the requirements of "CYRPA" of this material or inadequate conditions of storage.

Under this warranty, "CYRPA" will be obliged to replace or repair the products affected of latent vice without cost to the "Customer". « CYRPA » will not accept liability for any alleged damage for these reasons.

#### 18.2 – Warranty duration and start date

Unless otherwise expressly stated by the "Parties", "CYRPA's" warranty shall be limited to 12 months from the date of commissioning of the product with the "Customer", or in the event of a delay not attributable to "CYRPA", in a period of 30 days following the aforementioned commissioning.

Replacement parts or replaced parts are warranted for the remaining term under the warranty referred to above and shall not extend the warranty.

#### 18.3 – "Customer's" Obligations

In order to benefit from these provisions, the "Customer" shall:

- 1) communicate to "CYRPA" before placing the order, the destination and the operating conditions of the material
- 2) notify "CYRPA" promptly and in writing, in a period of 15 days since discovery, of latent defects identified in the equipment and provide any supporting evidence. It is the responsibility of the "Customer" as well to proof the date of this discovery;
- 3) Assist "CYRPA" in the process to confirm such defects and find a solution,
- 4) refrain from repairing or have a third party repair, modifying or have a third party modify any elements of the aforementioned equipment unless expressly agreed by "CYRPA".

#### 18.4 – Warranty procedures

It shall be for "CYRPA" to address latent defects once informed in so far as they are warranted, at its own expense and implementing all necessary steps, "CYRPA" reserves the right to change, where necessary, devices of the equipment in order to meet its obligations. The work resulting from the warranty obligation is carried out in principle in the workshops of "CYRPA" once the "Customer" has returned to "CYRPA" the equipment or defective parts for repair or replacement.

Nevertheless, in the event that given the nature of the equipment, the repair is to take place at the installation site, "CYRPA" shall bear the cost of labour for such repair, excluding the time spent on preliminary work, or disassembly and reassembly required as conditions of use or installation of such equipment and for items not included in the supply.

The cost of transporting the equipment or defective parts, as well as the return of the equipment or repaired parts or replaced shall be borne by the "Customer" or in case of repair at the installation site, the travel costs and accommodation of "CYRPA's" agents.

Replaced parts are delivered free of charge at the disposal of "CYRPA" and shall once more be owned by "CYRPA".

## Article 19 – LIABILITIES

### 19.1 – General provisions

"CYRPA'S" liability shall be strictly limited to the obligations stipulated in the "Agreement." All penalties and compensations envisaged for the benefit of the "Customer" have a character of liquidated damages and discharge and exclude any other mode of compensation discharge, exclusive of any other penalty or compensation.

With the exception of gross negligence or fraudulent action submitted by "CYRPA" in implementing the "Agreement" and the repair of injuries, and fatalities or related to general health, the responsibility for "CYRPA" shall be limited, all causes, to the amounts received by "CYRPA" under the "Supply" on the day of the occurrence of the damage. The "Customer" is the guarantor of the waiver of recourse of its insurers or third party that have entered an agreement with the "Customer" against "CYRPA" or its insurers in excess of this limit and exclusions set out below.

### 19.2 – Liability for direct material damages

"CYRPA" shall be required to repair the direct material damages caused to the "Customer" resulting from errors attributable to "CYRPA" in the execution of the "Agreement". Thereby, "CYRPA" shall not be required to repair the damages resulting from the "Customer's" mistakes.

### 19.3 – Liability for indirect damages and/or moral prejudice

Under no circumstances "CYRPA" shall be required to compensate financial moral prejudice and / or consequential damages such as: operating losses, profit and contract loss or commercial harm.

## Article 20 – SAFEGUARD CLAUSE

If an unforeseen economic or commercial event occurs after the signature of this agreement and its execution is prejudicial for one of the "Parties", both "parties" shall meet to assess the situation and try to restore the initial balance.

In case of agreement between the "Parties", an amendment shall clarify the new terms of the agreement.

In the event of disagreement, and within a period of one month after the first meeting between the "Parties", the "Parties" shall take part in a mediation procedure pursuant to Article 22 of these General Terms and Conditions of Sale. If mediation fails, the "Parties" shall agree on the termination of the agreement. During the time of negotiation, the agreement shall be suspended, unless otherwise agreed by the "Parties".

## Article 21 – COURT HAVING JURISDICTION

In the absence of an amicable settlement agreement, it is expressly agreed that any dispute in relation to the "Agreement" shall be under the exclusive jurisdiction of the commercial court under whose jurisdiction "CYRPA'S" headquarters are located, even in case of appeal or multiple defendants, and regardless of the delivery location and method of payment accepted.

## Article 22 – LAW APPLICABLE

The rights and obligations of the "Parties" remain exclusively governed by French law.

## Article 23 – EXPORT RULES

All products sold by "CYRPA" are intended to remain in the country of delivery agreed with the "Customer". The re-export of products and technical and technological documents should be strictly carried out under conditions that are consistent with the customs regulations (decree, décret, law, decisions, circulars, directives, orders ..) of the United States of America, the European Union and countries of the contracting parties. Re-export of products sold shall also need to meet the control provisions of the exported goods to or from third countries. The "Customer" shall be held liable for all the control methods of export products and shall be committed to know and apply the governing law and obtain any export license or re-export as appropriate.

The responsibility of "Customer" is called in question for any violation of the aforementioned obligations.

#### **Article 24 – PENALTY CLAUSE**

All products sold by "CYRPA" are intended to remain in the country of delivery agreed with the "Customer". The re-export of products and technical and technological documents should be strictly carried out in addition to possible damages that "CYRPA" is entitled to require from the "Customer" who was not complied with its obligations under the contractual relationship as defined in "GTCS" or any other specific stipulations or agreed between "CYRPA" and "Customer" in the event of a failure of "Customer", "Customer" shall be required to pay "Cyrpa" an indemnity of 30% of the principal amount due.