

**1.- DEFINITIONS**

- 1.1 - "General Terms and Conditions"** means the General Terms and Conditions of Sale of the company HDS (trading as DINTEC) governing the sale of the Company's Products and Services.
- 1.2 - "Supplier"** means the company trading under the name HDS.
- 1.3 - "Customer"** means the Purchaser or the Customer or the natural or legal person who places orders with the Supplier.
- 1.4 - "Goods"** means the products (including Software or Documents as defined in Clause 6) described in the form entitled "Order Acknowledgement".
- 1.5 - "Services"** means the services described in the "Order Acknowledgement" form.
- 1.6 - "Contract"** means the contract for the sale and/or supply of Goods and/or Services drawn up between the Supplier and the Customer, into which these HDS General Terms and Conditions of Sale are incorporated.
- 1.7 - "Contract Price"** means the price paid by the Customer to the Supplier for all Goods and/or Services supplied as a result of a placed order.
- 1.8 - "Business Day"** means any day of the week except Saturday, Sunday and public holidays, in the establishments covered by the Contract or notified by the parties.
- 1.9 - "Acknowledgement of Receipt"** means the document in the form of an Order Acknowledgement or Delivery Note or Technical Assistance Note.

**2.- GENERAL INFORMATION**

- 2.1 -** These General Terms and Conditions and any special terms and conditions agreed between the Supplier and the Customer or his representative, with the exception of the Customer's general or special terms or conditions that the Supplier has expressly approved in writing, will be the only terms and conditions applicable to the documents drawn up by the Supplier (quotation, order confirmation, delivery notes, invoices, etc.) or to all deliveries made and services performed.
- 2.2 -** Any Customer Terms and Conditions of Purchase which differ from those established herein or which have not been expressly approved in writing by the Supplier will be deemed null and void and will not be incorporated into the Contract once an order has been accepted. Unless otherwise agreed, Contracts will be concluded upon written confirmation by the Supplier.
- 2.3 -** The sale will only be executed after the order has been accepted by the Supplier and must be evidenced by an Acknowledgement of Receipt until the financial terms are accepted by the Customer. Failing that, the Supplier will provide the Customer with a new quotation.
- 2.4 -** The Supplier's obligations arise only from the commitments contained in the Order Acknowledgements, in these General Terms and Conditions or in any written document issued by the Supplier.
- 2.5 -** No addition, omission or modification to any of these General Terms and Conditions will be binding on the Supplier unless accepted in writing by the Supplier. The Customer may consult these General Terms and Conditions on the website: [www.dintec.fr](http://www.dintec.fr)

**3.- OFFERS AND QUOTATIONS**

- 3.1 -** Offers will be submitted on the basis of the specifications provided by the Customer, which must include all necessary information to ensure that the services relating to the sale of products and performance of services requested by the Customer are correctly performed. For complex projects, the Customer must submit a set of detailed specifications, which will form an integral part of the Contract. If the specifications are not received, the Supplier will produce a detailed quotation based on its knowledge of the application, without any other major commitment on its part. "Budget" offers or prices given to the customer for illustrative purposes pending final technical or commercial information are indicative offers or prices only and are not binding on the Supplier.
- 3.2 -** The Supplier will be required to maintain its offer for the option period specified in the quotation or, failing that, for a period of one month, i.e. thirty (30) days from the submission of the offer. At the end of that period, any exercise of the option must be confirmed by the Supplier with respect to the terms of the offer and, more specifically, with respect to prices and delivery times.
- 3.3 -** Offers will include only the Products and/or Services specified therein. The prices offered are the prices in force during the period of validity of the offer.
- 3.4 -** Prices are subject to variation and, therefore, if delivery is made after the period of validity of the offer, all products will be invoiced at the price in force during the new period.

**4.- PRICES AND SPECIFICATIONS**

- 4.1 -** Unless expressly stated otherwise, the prices indicated in the Supplier's offers are understood to be net unit prices denominated in euros for the quantities, services and time periods indicated in the case of products, for Goods stored in the Supplier's stores (ex works), and do not include packaging, taxes (which will always be payable by the Customer) transport to the place of delivery, assembly, start-up, liquids or consumables recommended by the manufacturer's technical departments, or plan for the deployment of the various items of equipment.
- 4.2 -** The prices, specifications and information contained in catalogues, brochures, general price lists or any other advertising document are not binding on the Supplier, which remains free to alter them without notice and reserves the right to modify all products in terms of their arrangement, shape, size or materials.
- 4.3 -** As far as emergency deliveries are concerned, the prices in force may at any time be substantially increased in line with (i) the additional cost incurred by the Supplier as a result of that emergency, (ii) the availability of stock, and (iii) the need to use spare parts to ensure the best possible delivery methods within the time periods requested by the Customer. Any such increases will always be indicated and/or detailed in the Supplier's quotations. If, despite the initial commitment and the efforts made to do so, the Supplier is unable to fulfil the Customer's request, the Supplier will inform the Customer as soon as possible. The Supplier cannot be held liable for any such inconveniences.

**5.- DOCUMENTS, STUDIES, DRAWINGS, MODELS AND PLANS**

- 5.1 -** As a general rule and unless otherwise specified, information relating to the offer - such as plans, models, drawings, catalogues and/or other technical documents - is provided for information purposes only, is intended to give an overview of the equipment being described and is not therefore invoiced. However, if the study involves a certain degree of complexity, the Supplier may propose a study contract that will determine the invoicing arrangements and specify what will happen in terms of intellectual property rights over the documents, plans and results from that study.
- 5.2 -** The Supplier accepts no responsibility for any inaccuracy or omission contained in the documents. However, it may make a partial payment depending on the degree of inaccuracy with respect to the value of the product, or accept a product return only in the event that the product does not comply with the certified documentation issued to the Customer. If the sale of the Supplier's products does not include any procedure for ensuring compatibility and assembly, the Customer will be exclusively responsible for that procedure and will need to carry out a preliminary study regarding the compatibility and assembly of the elements on his site, and guarantee that the site is compliant with the various regulations in force.
- 5.3 -** Quotations and documents of any nature whatsoever provided by the Supplier remain the property of the Supplier and must be returned on request, without the need for any formal demand. For the purposes of this clause, the Customer is liable for the actions of his employees and agents as well as for his own actions.
- 5.4 -** The Supplier retains exclusive ownership over all projects, plans, models, inventions, prototypes or technical documents integrated or sent to the Customer and over the processes created or developed for that purpose. Subject to Clause 6, it does not grant any intellectual property rights under this document. The Supplier also reserves all intellectual property and implementation rights over the concepts and diagrams provided, and prohibits any partial or total copying of these concepts to produce assemblies in which it has not actually participated, unless it has given its prior written consent.
- 5.5 -** The Customer cannot under any circumstances hold the Supplier liable for a failure to deliver the technical documents and/or general terms and conditions governing the use and operation of the Goods if he has not previously requested them in writing from the Supplier.

**6.- DOCUMENTS AND SOFTWARE**

- 6.1 -** The Supplier (or third parties that provide Software and/or Documents to the Supplier) is the exclusive owner of all intellectual property rights over the software and/or firmware ("Software") incorporated into the Goods or intended to be used in the Goods, and over the documents ("Documents") prepared by the Supplier or supplied with the Goods, and will not in any way assign them to the Customer under these General Terms and Conditions.
- 6.2 -** Except as otherwise provided in this document, the Customer is hereby granted a non-exclusive, royalty-free licence to use the Software and/or Documents supplied with the Goods, provided that the Software and/or Documents are not copied (unless expressly permitted by applicable law), and the Customer undertakes to keep the Software and/or Documents strictly confidential, not to disclose them and not to grant access to them to third parties (except for the Supplier's standard operating and maintenance manuals). The Customer may transfer that licence to a third party who purchases or leases the Goods, provided that the latter accepts in writing and complies with the terms and conditions contained in this Clause 6.

- 6.3 -** Aside from the provisions of Clause 6.2, the use of certain Software by the Customer is subject exclusively to the conclusion of a licensing agreement with the Supplier or a third party concerned.

**7.- BASIC DOCUMENTS AND CERTIFICATES**

- 7.1 -** Basic documents will only be issued if they are expressly requested in writing before the order is placed, and may be invoiced at separate prices depending on the document requested.
- 7.2 -** If the Customer requests specific or certified documents or certificates, the Supplier will firstly prepare a quotation indicating the feasibility of the project and the potential additional cost to the Customer.

**8.- CONFIDENTIALITY**

- 8.1 -** The Supplier will remain the exclusive owner of all intellectual property rights over projects, plans, prototypes and technical documents integrated or sent to the Customer, and of all industrial property rights over product modifications. The Customer will keep these strictly confidential and will not communicate, distribute, reproduce, transfer or exploit them without the Supplier's prior written consent.
- 8.2 -** Subject to giving prior notice, the Supplier reserves the right to suspend the manufacture, delivery, installation or assembly of its Goods if it suspects a serious risk of breach of the confidentiality obligation.
- 8.3 -** The Customer will be liable to the Supplier for any damage resulting from a potential breach.
- 8.4 -** Each party undertakes to keep the progress of each project strictly confidential as well as all technical, commercial, financial or other information received from the other party whether orally, in writing or by any other medium during project negotiations and/or in the order placement process. The confidentiality obligation will apply to all information exchanged by the parties in relation to the project and/or the order and throughout the duration of the Contract and up to five (5) years after the end of the Contract, or from the date of cancellation of the order, or from the date of completion of exchanges owing to the abandonment of the project for whatever reason.
- 8.5 -** If a project is considered to be crucial or sensitive by either or both parties, the implementation of that project and commercial relations between the parties within the framework of that project may be subject to a detailed confidentiality agreement.

**9.- CONTRACT**

- 9.1 -** The Contract will come into force on the date on which the order placed by the Customer is accepted with an Acknowledgement of Receipt issued by the Supplier. With effect from the Supplier's Acknowledgement of Receipt, the order placed by the Customer is deemed firm and final and the Customer is considered to have unreservedly accepted these General Terms and Conditions of Sale. In the event of any discrepancy between information about the Goods or Services described in the Supplier's offer and information contained in the "Order Acknowledgement" Form, the information in the Form will prevail.
- 9.2 -** Any amendments to the Contract will be null and void if they have not been approved in writing by both parties. However, the Supplier reserves the right to make minor modifications and/or to improve the Goods or Services prior to their delivery, provided that this does not adversely affect services relating to the Goods, the Contract Price or the delivery date.
- 9.3 -** The Customer must place orders in writing and provide confirmation. All orders placed by telephone must be confirmed in writing.
- 9.4 -** All order amendments or cancellations requested by the Customer will require the Supplier's agreement and will only be implemented depending on the nature of the order; these may entail additional cancellation costs.
- 9.5 -** If the Customer has requested measures to ensure that the Goods or Services conform to applicable standards and laws, and/or an audit by supervisory/inspection bodies, the Customer's order or request for quotation must be accompanied by technical specifications and general terms and conditions with which the Supplier must comply. The Supplier will confirm the Customer's technical specifications and general terms and conditions in writing only, referencing the proposed offer. Acceptance and assistance costs will be borne by the Customer.
- 9.6 -** In the event that a deposit is specified in the offer, acceptance of the order will be subject to the payment of that deposit and the contract will only be formed on the date on which the deposit is collected. All deposits received will be permanently retained unless the Supplier is in default. The Supplier may cancel the order in the event of (i) refusal by the Customer to take delivery; (ii) non-payment of the price (or balance of the price) at the time of delivery. In either case, the deposit paid at the time of the order will be retained by the Supplier as compensation.

**10.- DELIVERY PERIODS**

- 10.1 -** Unless otherwise specified in the Supplier's offer, all delivery periods or lead times will begin to run from the Effective Date of the Contract, and will be considered mere estimates that are not contractually binding on the Supplier. In the event of delays in delivery, the Customer will not be entitled to claim any compensation or penalties for any damage suffered.
- 10.2 -** If the Supplier is late in making delivery or is prevented from performing its obligations under the Contract due to an act or omission on the part of the Customer or his agents (including, but not limited to, failure to provide specifications and/or properly dimensioned drawings and/or any other information that may reasonably be requested by the Supplier to perform its obligations under the Contract diligently), the delivery period or lead time and the Contract Price will be revised accordingly.
- 10.3 -** In the event of a delay in delivery due to an act or omission on the part of the Customer or resulting from a request made by the Customer or if, after having been notified of the imminent delivery of the Goods, the Customer refuses delivery and does not give any suitable forwarding instructions, the Supplier will be entitled to transport the Goods and store them in an appropriate warehouse, at the Customer's expense. Delivery will be deemed to have been made at the time of warehousing of the Goods when risk in the Goods will pass to the Customer. The Customer must pay the corresponding storage cost to the Supplier.
- 10.4 -** The Supplier will indicate on the quotations the delivery period for the products in each batch or for the entire service. The delivery period cannot under any circumstances be considered as a binding commitment if not indicated as such in the quotation. Upon receipt of written confirmation of the order and any terms and conditions, the Supplier will confirm the delivery period or set a new one. If the Supplier does not receive news from the Customer as soon as possible, the delivery period will be deemed to have been accepted.
- 10.5 -** The Supplier reserves the right to refuse an order if the products are unavailable or out of stock. In that case, it will inform the Customer as soon as possible.
- 10.6 -** The Supplier will not be liable in the event of a delay in delivery of all or part of the goods due to a force majeure event such as natural disasters, legal restrictions, strikes, weather events, etc. or any other event beyond its control. In this case, the delivery period may be extended by a period equal to the duration of the force majeure event causing such delay. However, if that period exceeds six months, the Supplier may cancel the batches that have been shipped by giving prior notice to the Customer.
- 10.7 -** In the case of works or products manufactured by the Supplier, the quotation or order confirmation setting the delivery period must always mention the fact that all integrated products will be delivered by suppliers on the dates initially scheduled to allow for their manufacture. The Supplier reserves the right to change the agreed selling price if, in order to meet the delivery time initially agreed and with the Customer's agreement, it is required to replace a product with another that has the same characteristics but is more expensive.

**11.- DELIVERY, OWNERSHIP AND RISK**

- 11.1 -** Unless otherwise expressly stipulated in the Contract, the Goods will be delivered EXW (Ex Works). All transport costs and any customs clearance, packaging and handling costs will be borne by the Customer, at the Supplier's current rates. The risk of loss or damage to the Goods will pass to the Customer at the time of delivery in the manner provided for in the Contract, and the Customer will then be required to take out insurance for the Goods. Failing that, if the Contract expressly requires such, the Supplier will take out insurance for the Goods after they have been delivered to the Customer and the Customer will be required to pay the amount of the insurance policy(ies) at the Supplier's current rates. The term "Ex Works" or any other delivery term used in the Contract will mean the most recent definition contained in the International Commercial Terms (Incoterms).
- 11.2 -** The Supplier may make a staggered delivery, in which case the delivery will be regarded as a separate Contract, and the Customer will not be entitled to terminate the entire Contract in the event of failure to deliver on one or more scheduled dates.
- 11.3 -** The maximum time limit for lodging a complaint in the event of a quantity error or delivery error is set at fourteen (14) working days from the date of delivery. Any other complaint must be submitted within ten (10) working days of the error being detected.
- 11.4 -** Subject to Clause 12, ownership of the Goods will pass to the Customer upon delivery in accordance with Clause 11.1.

**12.- RETENTION OF TITLE CLAUSE**

- 12.1 -** The Supplier remains the owner of the goods delivered from the date of delivery until full payment of the full selling price, including principal and ancillary sums, in accordance with French Act No. 80-335 of 12 May 1980 on the



## 23. EMERGENCY SHIPMENTS

23.1 - Regardless of the means of transport used (aeroplane, mail, baggage, specialist carriers, couriers, etc.) and regardless of the cost of that service, the Customer will assume all additional transport, travel and communication costs incurred by the service.

## 24. TERMINATION OF THE CONTRACT FOR REASONS NOT ATTRIBUTABLE TO THE SUPPLIER

24.1 - If the Contract is terminated early for reasons not attributable to the Supplier, all costs assumed or reasonably incurred by the Supplier for services already provided will be borne by the Customer.

24.2 - In all cases, the deposits paid at the time of the order will be retained by the Supplier as compensation.

## 25. PAYMENT TERMS

25.1 - In the event of non-payment, in whole or in part, for Goods or Services, penalties will be imposed at a rate of 1.5% per month of delay as from the due date indicated on the invoice. In addition to late payment interest, the Customer will be automatically liable - with respect to any sum (including the deposit) not paid on its due date - to pay fixed compensation of 40 Euros by way of recovery costs under Articles L. 441-6 paragraph 12 and D. 441.5 of the French Commercial Code. These penalties will be payable at the Supplier's simple request without the need for any prior formal notice.

25.2 - The Customer must reimburse all costs incurred as a result of the contentious recovery of the sums owed.

25.3 - Payments will be made at the latest within the time periods established by current laws and, unless expressly agreed between the parties, on the date indicated on the invoice after receiving proof of solvency.

## 26. GROUNDS FOR TERMINATION

26.1 - The Supplier may, without prejudice to any other rights it may enjoy, terminate all or part of the Contract at any time by giving written notice to the Customer:

26.1.1 - If the Customer fails to perform any of its obligations under the Contract and if, within thirty (30) days of the Supplier's formal written notice of such failure to perform, the Customer does not remedy that failure despite the fact that it is reasonably possible to correct it within that period or where it is not reasonably possible to correct it within that period but the Customer still fails to take any action to correct the failure, the Contract will be terminated.

26.1.2 - If insolvency proceedings are commenced against the Customer, the Supplier may recover from the Customer or his representative, by way of damages, all costs incurred as a result of the termination of the Contract, including overheads and loss of earnings. Where the Contract is terminated, all amounts due will become payable, all deposits or amounts already paid by the Customer will be retained by the Supplier and unpaid Goods will be immediately returned to the Supplier regardless of where they are located, at the Customer's risk and expense. The Customer will not be entitled to cancel an order accepted by the Supplier, except with the Supplier's written consent and provided that the Customer fully indemnifies the Supplier for all losses (including loss of earnings), costs (including labour costs and the cost of materials used), damage, expenses and charges incurred by the Supplier as a result of such cancellation.

## 27. MISCELLANEOUS CLAUSES

27.1 - The waiver by either party of any action for damages in the event of breach or default or of any legal right or remedy available to that party, or the commencement of negotiations between the parties, will never operate as a permanent waiver of an action for damages for breach or default or of any right or remedy available to that party, unless such waiver is in writing and signed by the party concerned.

## 28. FORCE MAJEURE

28.1 - The Supplier will not be liable for any failure to perform its contractual obligations where that failure is the result of an event or situation that it could not reasonably have foreseen, in particular force majeure events recognised by current law.

28.2 - The Contract will be suspended (excluding the Customer's payment obligations to the Supplier under the Contract) without liability to the Supplier if the latter is prevented or delayed in the performance of its obligations due to an event beyond its control, including but not limited to: Force majeure, armed conflict or terrorist attack, war, riot, fire, explosion, accident, flood, sabotage, administrative requirement or decision (including, for example, a ban on exports or re-exports or refusal to grant the necessary export licence), law or regulation, court order or action, professional difficulties, strikes, lockout or court decision. The Supplier will not be required to deliver the Goods or carry out the services before the date: (i) on which the aforementioned events no longer prevent or delay it from performing its contractual obligations; (ii) on which it receives the necessary licences or authorisations or fulfils the conditions laid down in the exemption regulations for the categories applicable to import and/or export controls.

28.3 - If the performance of the contractual obligations is suspended or postponed for the reasons set out above in this Clause for a period exceeding one hundred and eighty (180) consecutive days, either party may terminate the part of the Contract still to be performed by giving written notice to the other party without being liable to the latter, provided that the Customer always pays reasonable costs incurred for the works completed before the termination date and the amount corresponding to the Goods delivered and Services provided before that date.

## 29. OBLIGATIONS

29.1 - The Customer's acceptance of the delivery of the Goods and of the start of the services or of the start of the intervention constitutes his acceptance of the Supplier's General Terms and Conditions of Sale, unless otherwise agreed beforehand in writing.

## 30. WAIVER

30.1 - The Supplier will not be deemed to have waived its rights under the Contract if payment deferrals or other similar favours are granted or if it does not commence the actions resulting therefrom.

## 31. APPLICABLE LAW

31.1 - This document and the Contract will be governed by and interpreted in accordance with French law. In the event of a dispute, the French version alone will be valid and applicable.

31.2 - As far as national disputes are concerned, both parties agree that the courts of Nantes will have exclusive jurisdiction to hear any dispute or disagreement that may arise between the parties concerning the validity, interpretation or non-performance of this contract, and the parties waive all other rights that they may have.

31.3 - In the case of international contracts for the sale of Goods or Services, the court of arbitration will be the Paris court, and the applicable law will be French law. The courts of Paris (France) will have exclusive jurisdiction to settle any international dispute arising between the parties in connection with the General Terms and Conditions of Sale and the Contract. The English language may be applicable.

## 32. DATA PROTECTION

32.1 - Any personal data collected by the Supplier will be recorded in a Customer file and used principally to ensure smooth relations with the Customer and to process orders. Access to this data is strictly limited to the Supplier's employees who are authorised to process such data on account of their duties.

32.2 - Any data collected may, where applicable, be communicated to third parties contractually bound to the Supplier to carry out subcontracted tasks necessary for the Customer's order, without the need for authorisation from the Customer. It is specified that, in the performance of their services, third parties have only limited access to data and have a contractual obligation to use such data in accordance with the applicable personal data protection laws.

32.3 - Except in the cases set out above, the Supplier agrees not to sell, rent, transfer or give access to third parties to the Customer's data without the Customer's consent, unless required to do so for a legitimate reason (legal obligation, combating fraud or misuse, exercise of the rights of defence, etc.).

32.4 - In accordance with applicable laws and regulations, in particular French Act No. 78-17 of 6 January 1978 on data processing, files and liberties, as amended, and with European Regulation No. 2016/679/EU of 27 April 2016 (applicable from 25 May 2018), the Customer has a right of access, rectification, portability, cancellation, restriction of processing and objection to the processing of his personal data, which he may exercise by contacting the Supplier.

## 33. NULLITY

33.1 - If any clause, paragraph or other provision of this document or the Contract is deemed to be invalid or unenforceable under any law or legal provision, then the clause, paragraph or provision of the Contract will be excluded without affecting the validity of the rest of this document or the Contract.

## 34. COMPLIANCE

34.1 - The Customer agrees to comply fully with all applicable anti-corruption laws.

34.2 - The Customer agrees to comply fully with export controls and laws and regulations on trade sanctions, rules and permits, including without limitation those of the United States, the United Kingdom and the European Union. In particular, but without limitation, the Customer will ensure that neither he nor any of his subsidiaries will handle, use, sell, resell, export or re-export Goods, directly or indirectly, to any country, destination or person in violation of export control rules and trade sanctions.

34.3 - The Customer will not do anything that could cause the Supplier to violate anti-corruption rules, export controls

and trade sanctions laws and must protect, indemnify and hold the Supplier harmless from any fines, losses and debts incurred by the Supplier as a result of the Customer's failure to comply with these rules. The Supplier reserves the right to refuse to enter or fulfil any order, or to cancel any order at its sole discretion, if it considers that the Customer has not complied with all laid down in this Clause.