

General Terms and Conditions of Sale and Service Released: September 2021

Article 1: Definitions

“Order”: Any order for Services or Products placed by a Client with CPwD and confirmed by the latter in any form whatsoever (accepted purchase orders, development, industrialisation and production agreement, sales contract, letters of intent, etc.);

“Service”: Development, industrialisation and production services involving one or more electronic systems produced by CPwD on the basis of the specifications provided by the Client to develop a “Specific Product”;

“Products”: The products offered for sale by CPwD to its Clients, whether they are Specific Products developed for a Client as part of the Services or generic Products usually offered for sale by CPwD; “Commercial offer”: The document issued by CPwD containing the commercial proposal drawn up on the basis of the specifications and the information provided by the Client regarding its requirements, including the details of the price of the Products and/or Services, deliverables, delivery times, and invoicing and payment periodicity.

Article 2: Scope and Enforceability

The purpose of these General Terms and Conditions of Sale and Service is to determine the terms and conditions under which CATS POWER DESIGN (144 route des Vernes - Pringy, 74370 Anney - RCS Anney n° 403 428 931) (hereinafter referred to as “CPwD”) provides Products or Services to its professional customers (hereinafter referred to as “the Client(s)”) who request them.

They apply as of the date of their publication, without restriction or reservation, to any Order for Products or Services placed by a Client, regardless of the clauses that may appear in the Client's commercial documents, and notably in its general conditions of purchase.

In compliance with the law, these general conditions of sale and services will be systematically forwarded to any Client who requests them, to enable the latter to place an order with CPwD. They are also available at all times on the website <https://www.catspowerdesign.fr/>.

Any Order implies the Client's unreserved acceptance of these general terms of sale and service.

CPwD reserves the right to modify these general terms and conditions at any time, provided that it forwards the applicable modified general terms and conditions to the Client by any means.

Article 3: Order

3.1. Ordering procedure

The Client receives a Commercial Offer from CPwD specifying the kind, characteristics, deadlines and price of the Services and/or Products offered.

Any Commercial Offer issued by CPwD shall remain valid for thirty (30) days from the date it is sent to the Client, unless otherwise specified in the Offer.

However, this Offer is not binding on CPwD and the Order only becomes final once written confirmation of its acceptance by CPwD has been issued:

- For a contractual relationship involving Services, the Order is only valid and final only when signed by CPwD and the Client:

- o Either a letter of intent confirming the parties' joint agreement on the terms and conditions described herein and in the Commercial Offer issued by CPwD;
- o Or a development and supply agreement specifying the specific conditions of their relationship.

- For the provision of Products only, CPwD will confirm its acceptance of the Order either by issuing a written confirmation to the Client or by shipping the Products ordered.

3.2. Changes to the Order

CPwD may make minor changes to the Products at any time, including changes in layout, shape, colours, sizes or materials, the representations, descriptions and specifications of which are displayed in its catalogues and commercial documents for information purposes.

Similarly, CPwD reserves the right to make changes to its offers of Products or Services for reasons relating to technical improvements or constraints of an economic or legal kind.

Any change, cancellation or early termination of the Order requested by the Client can only be taken into consideration if it is received in writing by CPwD at the following address: adv@catspowerdesign.fr. CPwD reserves the right to accept or refuse it, possibly after conducting a feasibility study, with, if necessary, an adjustment to the price and delivery times subject the Client's prior acceptance.

If CPwD refuses a change to an Order for a legitimate reason such as feasibility or technical, legal or economic constraints, the Order will be terminated without retroactive effect. Deposits and sums paid by the Client will not be refunded.

The Client acknowledges and accepts that CPwD is entitled to request the modification of a current Order if it considers that its completion is compromised for technical, economic or legal reasons. If the Client refuses, the Order shall be terminated by operation of law without retroactive effect and without compensation of any kind. If one or more Orders are changed, terminated early or cancelled, the Client shall be obliged to pay CPwD the price of the finished Products in stock, the cost of in-process Products, and the cost of the components already ordered or received by CPwD in order to

fulfil the Order(s) in question, unless the change can be carried out by conversion/transformation of an existing Product. In the latter case, only the additional cost of the change will be charged to the Client.

Invoices issued accordingly by CPwD shall be payable within thirty (30) days net from the date of invoice.

3.3. Determination of the Services and Products ordered

The Services and/or Products referred to in CPwD's Commercial Offer are either those requested by the Client or those proposed by CPwD on the basis of the information provided by the Client.

The Client undertakes to provide CPwD with all the technical information necessary to enable him/her/it to issue a suitable Service and/or Product offer, in particular, by means of precise and exhaustive specifications.

On the basis of the Commercial Offer presented, the Client is solely responsible, in his/her/its capacity as a professional and technician, for the choice of the Services and/or Products actually ordered and for the use made of them, including as a component incorporated in a product or equipment designed by the Client.

For this purpose, the Client acknowledges that:

- he/she/it has the professional skills necessary to make the choice of Services and Products appropriate to its needs and intended use;

- he/she/it is fully informed of the conditions and methods of use of the Products, of the dangers they may present and of the precautions to be taken when using them.

The Client shall not hold CPwD liable for any breach of an advisory or information obligation.

Article 4: Prices

4.1. Determination of price

The price of the Services or Products is the price stated in CPwD's Commercial Offer or, failing that, the price applicable on the date of the Order.

With regard to Services, the price depends on the complexity of the Specific Product that the Client wishes to develop, the working time (calculated in man-days) and the equipment required for this purpose. The price of the Products depends on their technical nature, their manufacturing cost, degree of complexity and the quantities ordered. Prices are expressed in Euros, exclusive of VAT and expenses.

All costs and taxes (including but not limited to VAT) relating to the development, industrialisation, or installation of production tools, the sale, packaging or transport of the Products, as well as any customs duties and insurance, shall be borne by the Client and shall be invoiced in addition unless otherwise specified in the Commercial Offer.

Any discounts, reductions and rebates are specified in the Commercial Offer.

4.2. Changes to price

After the validity period of the Commercial Offer has expired, CPwD is free to unilaterally change the prices of its Products and Services. However, CPwD undertakes to invoice the Products and Services ordered at the prices prevailing on the date of the Order Confirmation.

Any new, additional or change request from the Client during the course of the contractual relationship resulting in additional work or costs for CPwD will give rise to an additional invoice subject to the Client's prior approval.

Article 5: Invoicing and payment

Unless otherwise agreed, all first Orders are subject to payment in advance, on the day of the Order.

Thereafter, subject to acceptance of the account opened by CPwD's Client Credit Department, CPwD will issue an invoice upon delivery of the Products or deliverables issued as part of the Service, payable within thirty (30) days net from the invoice date.

No discount is granted for early payment, unless expressly accepted by CPwD. No deduction, set-off or withholding of any kind may be opposed to CPwD.

CPwD reserves the right, at any time, depending on the risks involved and the Client's financial status, to demand payment of a deposit, a reduction in payment terms or the provision of payment guarantees. Payment shall be made by any authorised method of payment with the exception of bills of exchange.

The partial or total non-payment of an invoice by the due date:

- shall automatically and without any further formality charge interest for late payment at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, from the due date until actual payment, as well as a flat-rate compensation for collection costs of forty euros, without prejudice to any other rights or remedies that may be available to CPwD;
- authorises CPwD to suspend delivery of all outstanding Orders from the Client;
- makes all the debts of the Client immediately payable, without any prior formality.

Where payment has not been made within eight (8) days from the date of receipt of a formal notice to pay which has remained unsuccessful, CPwD may terminate not only the Order in question, but also all of the Client's unpaid Orders, whether prior or

subsequent, delivered or in the process of being delivered, regardless of whether payment has fallen due or not, by simple written notification to the Client.

Article 6: Subcontracting

CPwD reserves the right to entrust to any third party of its choice the performance of all or part of the obligations incumbent on it in respect of the performance of the Services or the provision of the Products, notably the Product qualification services as part of their industrialisation or mass production of Products.

Article 7: Delivery

7.1. Deliverables in respect of Services

CPwD undertakes to perform Services that can be divided into 3 phases: Development - Industrialisation - Production.

According to a schedule set out in the Commercial Offer, CPwD undertakes to provide the Client with a number of deliverables corresponding to a summary of the work carried out during the current phase.

These deliverables will be communicated to the Client by electronic or postal means to the address indicated by the latter for this purpose. Unless otherwise agreed, the performance deadlines set out in the Commercial Offer are provided for information only. No delay in delivery or partial delivery shall entitle the Client to refuse delivery or payment or to cancel the Order, or to withhold, defer or delay payment, or to claim compensation or damages.

7.2. Delivery of the Products

Availability. The Products are offered and delivered subject to availability and on a first-come first-served basis. If the ordered Product is unavailable, CPwD will immediately inform the Client, specifying an approximate restocking time. If the Client disagrees with this delay and notifies this in writing to CPwD, CPwD will refund the sums paid within thirty (30) days of this notification.

Timeframes. Unless otherwise agreed, the delivery times in CPwD's Commercial Offer are purely stated for information and without guarantees. No delay in delivery or partial delivery shall entitle the Client to refuse delivery or payment or to cancel the Order, or to withhold, defer or delay payment, or to claim compensation or damages.

If, however, a firm deadline has been expressly accepted by CPwD, in the event of a delay in delivery, the Client may demand, for each full week of delay beyond a grace period of four weeks, an all-inclusive penalty equal to 0.5% of the Ex Works price of the Products delivered late, without exceeding a maximum of 5% of the Ex Works values of the delivery not fulfilled in time.

Transfer of custody and risk. Unless otherwise agreed, delivery is effective when the Products are made available at the premises of CPwD or, if applicable, its subcontractor responsible for manufacturing the Products (Incoterm - Ex Works - CCI 2020 applies).

Delivery is deemed to have been made and the risk of/for the Products sold is transferred to the Client as soon as he/she/it takes physical possession of the Products for loading on the date of delivery, even if the shipping costs are exceptionally borne by CPwD. The Products are loaded, unloaded and shipped under the Client's liability and at the Client's risk, whether carried out by the Client, a carrier chartered by the Client or a carrier chartered by CPwD. The Client undertakes to contract insurance covering the risks of shipping, particularly in the event of loss, theft or destruction.

The custody of the Products sold is also transferred to the Client or to the carrier, whether chartered by CPwD or by the Client, as soon as the Products are physically taken into possession for loading at the agreed delivery venue.

If the Client does not take possession of the Products on the scheduled delivery date, the Client will bear the costs of handling and storing the Products, without prejudice to CPwD's right to terminate the sale pursuant to Article 15 below.

Article 8: Receipt and acceptance of the Services and Products

8.1. Acceptance of Services

The Client is under the obligation to read and analyse the deliverables sent to him/her/it during the development and industrialisation stages for validation. In this respect, it will be up to the Client to confirm that the deliverables meet his/her/its requirements and expectations, in particular those expressed in the specifications given to CPwD and reiterated in the Commercial Offer.

The Client is solely responsible for validating the deliverables and ultimately the Specific Product to be produced.

The Client must accept the deliverables within thirty (30) calendar days of their delivery date. If, by the end of this period, the Client has not made any observations or reservations in writing, the deliverable will be deemed to have been accepted and CPwD may continue its work on this basis.

In case of motivated reservation of the Client within the deadline, CPwD will provide its best efforts to make corrections or provide solutions as promptly as possible and will submit one or more modified versions of the deliverable to the Client until the Client validates it (if more than 2 modified versions are provided, commercial negotiation will be initiated).

Any validation, even if tacit, is irrevocable. Any change to a deliverable already validated or a change by the Client to his/her/its needs or requirements upon receipt of a deliverable generating work not foreseeable on the day on which CPwD submits its Offer will be invoiced separately.

8.2. Acceptance of Products

The Client is under the obligation to read the delivery note and to check or have others check the condition of the Products and their quantity upon delivery.

Without prejudice to the measures to be taken with regard to the carrier pursuant to Article L.133-3 of the French Commercial Code, complaints about apparent defects in the Products or about the non-compliance of the Products delivered with the Products ordered or with the shipping note, must be made in writing to adv@catspowerdesign.fr within five (5) days following the date of delivery of the Products, providing full proof of the alleged non-compliance.

After this deadline, the Products shall be deemed to have been delivered in compliance with the Order and no subsequent claim by the Client shall be accepted.

With CPwD's prior written consent, the Client shall return the non-compliant or defective Product(s) in the condition in which it was delivered. Any product returned without this agreement will be held at the disposal of the Client and no credit note will be issued. Return costs and risks are always borne by the Client.

CPwD's only obligation shall be, at its discretion, the free replacement or the free repair of the defective or non-compliant Product, unless such remedy is impossible or disproportionate. In this case, CPwD will refund the price of the relevant Product(s) at the unit price invoiced to the Client.

Any other compensation for any damage whatsoever, whether direct or indirect, material or immaterial, suffered by the Client or his/her/its staff or any third party as a result of the defect or non-compliance is excluded.

Article 9: Retention of title clause

Notwithstanding any clause to the contrary, including but not limited to clauses in the Client's documentation, ownership of the Products and Service deliverables remains with CPwD until full and effective payment of the price.

CPwD is entitled to demand the immediate return of Products delivered but not yet fully paid in the event of:

- total or partial non-payment of an invoice by its due date;
- insolvency proceeding, legal redress or liquidation proceedings being initiated against the Client.

Before full payment of the price, the Client undertakes to take all effective precautions to ascertain that the Products are well preserved and clearly differentiated from the Products whose ownership has already been transferred to him/her/it.

The Client acknowledges that CPwD has free access to its premises to enable it to draw up, or have others draw up, an inventory of its Products in his/her/its possession and, if no insolvency proceedings are instituted against him/her/it, to take back, or have others take back, the unpaid Products by any means, without prior formality.

By express agreement, CPwD may enforce its rights under this retention of title clause, for any of its claims, on all of its Products in the possession of the Client, the latter being presumed to be those unpaid.

Notwithstanding this clause, the risk and custody of the Products sold shall transfer to the Client upon delivery in accordance with Article 7.

Article 10: Warranties

10.1. CPwD undertakes to remedy any operating defect of the Products resulting from a design or manufacturing defect which becomes apparent within a period of twelve months from the date of manufacture appearing on the Products. Repairs under the warranty shall not have the effect of extending the duration of the warranty. To benefit from this warranty, the Client must:

- notify CPwD about the defects observed by registered letter within a period of fifteen (15) days from the occurrence of the defect, while providing any relevant information for checking and understanding the defect, if necessary by allowing CPwD to make any relevant analysis by itself;
- not have made any changes, additions or repairs to the relevant Product(s), either directly or through a third party, without the prior written consent of CPwD.

Any shipping costs as well as the costs of dismantling and reassembling the products containing the defective Product shall be borne by the Client, who shall not be entitled to claim any compensation for Product downtime as a result of the warranty.

Implementation of the warranty shall not result in the Client suspending payments or withholding sums due in respect of Products delivered which are not affected by the alleged defect.

This warranty is strictly limited to the free replacement or free repair of the defective Product unless this is impossible or disproportionate. In this case, CPwD will refund the price of the relevant Product(s) at the unit price invoiced to the Client.

Any other compensation for any damage whatsoever, whether direct or indirect, material or immaterial (such as loss of profit, loss of business or revenue, loss of use) suffered by the Client or his/her/its

staff or any third party as a result of the operating defect observed is excluded.

10.2. No warranty shall apply in the event of a defect resulting from normal wear and tear of the Products, their use not in compliance with their intended purpose, maintenance not in compliance with best practices, unsuitable storage conditions, environment not suitable for the Products, accidents or force majeure events, excessive use of the Products, failure to comply with the installation and/or connection instructions, use of the Product outside the framework of the specified recommendations for use, insufficient supplies and services provided by the Client, or an error resulting from inaccurate data provided by the Client.

10.3. For any repair outside the warranty, CPwD will draw up an estimate subject to the Client's prior acceptance, provided that the repair is possible. The Client may, at his/her/its discretion, proceed with the proposed repairs, have the defective Product returned to him/her/it or proceed with its reinforcement.

Article 11: Liability

The Client acknowledges and accepts that in the context of the Services, CPwD is only bound by a relative obligation of means with regard to the development of one or more Specific Products and their ability to meet the requirements expressed by the Client.

If the Client suffers a loss attributable to CPwD other than those compensated pursuant to Articles 8 and 10, CPwD's may only be held liable in the event of direct material loss, and the compensation owed by CPwD may not exceed the sum paid by the Client for the provision of the Services and/or Products that caused the loss.

Notwithstanding the other provisions of this clause, CPwD shall under no circumstances be liable to compensate the Client for (i) any economic loss of any kind (including but not limited to any loss of profits or opportunities, commercial loss, loss of turnover, profit or margin, loss of goodwill, loss of opportunity); (ii) any damage or loss attributable to the Client; (iii) any damage to his/her/its reputation or image; (iv) any damage resulting from cessation of business; or (v) any loss or damage consequential to or unforeseeable at the time of the Order.

With respect to third parties, CPwD is liable for damages caused by a defect in its Product under the conditions and under the limitations provided for by articles 1245 et seq. of the French Civil Code, it being specified that in any event, its liability is limited to compensation for direct damage resulting from an injury to persons or property caused by the use of one or more Products by a person for private and/or non-professional purposes.

CPwD cannot be held liable for damage of any kind caused by the product or the machine in which the supplied Product is to be installed/used, unless such damage is directly attributable to CPwD.

Article 12: Force majeure

CPwD cannot be held liable in the event of non-performance or poor performance of its obligations due either to the Client's fault, or to the insurmountable, overwhelming and unforeseeable act of a third party to the Contract or a case of force majeure.

The following are considered to be force majeure or unforeseeable circumstances: strikes, fire, flooding, war, production stoppages due to unforeseen breakdowns, epidemics, pandemics, thawing barriers, roadblocks, and supply chain disruptions for reasons not attributable to CPwD.

If the force majeure event lasts more than thirty (30) days, the Order may be terminated by the more diligent party, without either party being entitled to claim damages.

Article 13: Intellectual property

Unless otherwise agreed, CPwD retains full ownership and enjoyment of the intellectual and/or industrial property rights relating to the intermediate and final results of its Services, the deliverables, its Products, and all plans and documents related thereto. The Client shall not disclose them to third parties and may only use them for the sole purpose of operating and maintaining the Products.

Client undertakes not to manufacture or have a third party manufacture or market products that are identical or substantially identical to the Products or deliverables provided under the Services unless otherwise agreed by CPwD.

In the same way and subject to the same reservation, the Client undertakes to refrain from making any modifications, alterations, improvements or reverse engineering to the Products or deliverables provided under the Services.

Article 14: Non-disclosure

The Client undertakes to keep confidential the Commercial Offers and special conditions of sale of Products and Services granted to it by CPwD as well as all information relating to CPwD's know-how which may come into his/her/its knowledge in the course of their commercial relationship.

Article 15: Termination clause

Pursuant to articles 1225 et seq. of the French Civil Code, in the event of a breach by either party of its contractual obligations which has not been remedied within fifteen (15) days of the date of receipt of a formal notice to perform by registered letter with acknowledgement of receipt, the contract shall be terminated automatically without further formality, without notice and without

prejudice to any damages that the party suffering the failure may claim.

This clause shall apply in particular in the event of a breach of Articles 5, 8, 13 and 14 hereof.

Article 16: Territorial Jurisdiction and Applicable Law

Any dispute relating to a Commercial Offer issued or an Order shall fall under the exclusive jurisdiction of the courts of Annecy, subject to a prior attempt at amicable resolution.

These General Terms and Conditions of Sale and Service and any agreement between CPwD and the Client are governed by French law.

In the event that these General Terms and Conditions of Sale and Service are translated into one or more languages, the original French version shall prevail in the event of a dispute.

Article 17: Private data protection

CPwD is committed to processing personal data in strict compliance with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, or "GDPR". In this article, terms beginning with a capital letter will have the meaning given to them by the GDPR.

Under this Agreement, CPwD does not collect Personal Data on behalf of and for the account of the Client, as a subcontractor, in with the course of the provision of the Products or Services. Should such processing be envisaged in connection with an Order, the Parties shall agree to provide for the inclusion of specific contractual terms and conditions strictly in compliance with Article 28 of the GDPR in the contract.

Furthermore, under this contract, CPwD collects and processes Personal Data, provided by the Client, in the capacity of Data Controller, and notably the following data:

- surname and first name;
- professional title;
- address (postal or email);
- telephone number.

This Personal Data is collected and processed by CPwD for the following purposes:

- executing this contract (any Product or Service Order), its performance its management, and invoicing based on the performance of the contract or pre-contractual measures taken at the request of the Client;
- carrying out communication or commercial prospecting actions for its benefit or for the benefit of the companies of its group, on the basis of its legitimate interest.

This personal data is kept in an active database for the duration of this contract or three (3) years from the last contact with the Client (commercial prospecting), and in an archive database for a period of five (5) years, the duration of the common statute of limitations under the applicable law.

In strict compliance with the purposes set out above, Personal Data is processed primarily by CPwD's departments in the course of their usual duties. It may also be exchanged with the companies of the group to which CPwD belongs (*Eight Lakes Group*) and some of its subcontractors and service providers.

CPwD requires all such third parties to apply at least the elementary security rules defined by the CNIL (National Commission for Information Technology and Civil Liberties) regarding the administrative, technical, and organizational aspects to protect the shared Personal Data from unlawful disclosure, use, modification and destruction.

The Data Subjects of CPwD's processing operations have the right to access, rectify and delete their Personal Data. They can request the portability of their Personal Data. They are also entitled to object to the processing carried out (if it is based on CPwD's legitimate interest) or to request its restriction.

Data Subjects may also issue directives on the retention, deletion or disclosure of their Personal Data after their death.

To exercise these rights, Data Subjects can contact:

- Cats Power Design, 144 Route des Vernes Pringy, 74370 Annecy, specifying "informatique et libertés" in the subject line and attaching any evidence likely to provide reliable proof of identity such as a copy of an official proof of identity (ID card, passport, driving licence).

- Or by emailing: dpo@catspowerdesign.fr, together with any reliable prove of identity.

Data Subjects may also file a complaint with the CNIL (National Commission for Information Technology and Civil Liberties) if they feel that their rights are not sufficiently protected.

Finally, to find out more about Personal Data processing by CPwD, information is available in the Privacy Policy section of the website: www.catspowerdesign.fr/politique-de-confidentialite.

Should an individual provision of these terms and conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a valid provision whose economic purpose corresponds or comes as close as possible to the invalid provision or the presumed intention of CPwD