



# GENERAL CONDITIONS OF SALE

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MEASURE & CONTROL

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## PREAMBLE

These general conditions of sale govern the sale of all products and services provided by KEP TECHNOLOGIES LYON, a company of the KEP TECHNOLOGIES Group. The term "PRODUCTS" refers to all products sold and/or all services provided by KEP TECHNOLOGIES LYON. The term "SELLER" refers to KEP TECHNOLOGIES LYON. The term "PURCHASER" refers to any person or entity placing an order to purchase any of the PRODUCTS. The term "CONTRACT" refers to any contract concluded between the seller and the PURCHASER for the provision of PRODUCTS. These general conditions of sale shall govern the CONTRACT or any other order placed within the context of the CONTRACT. All orders from the PURCHASER constitute, on its part, in advance and without exceptions or reservations, the acceptance of the entirety of these general conditions, except in case of written, particular and/or contrary provisions agreed upon between the parties. These general conditions of sale shall govern and supersede any purchase conditions of the PURCHASER and/or any document submitted by him. Except for the prior, formal and written acceptance of SELLER, no particular covenant may be imposed upon SELLER.

## 1 - PROPOSALS FROM SELLER - ORDERS FROM PURCHASER - DOCUMENTS OF SELLER

**1.1** - Except if stated otherwise on the proposal, proposals are valid during a ninety (90) day period from the time they are sent and may be amended at any time by SELLER prior to their acceptance by PURCHASER.

**1.2** - All sales of the PRODUCTS, to be binding, are subject to written and prior confirmation from the SELLER regarding the order placed by way of an acknowledgement of receipt and, if applicable, the down payment mentioned in the proposal or otherwise agreed between the parties. After acceptance by SELLER, no CONTRACT may be terminated or amended. Unless accepted in writing by the SELLER, the possible conditions of the purchase offer from the PURCHASER sent to the SELLER in the form of an order or in another form, which are different than these general conditions of sale, or the objective of which is to add, modify, cancel and replace, or alter these general conditions of sale in any manner, shall not be binding for the SELLER and shall be deemed inadmissible. The absence of a response from the SELLER to the conditions possibly included in the order placed by the PURCHASER or the commencement by the SELLER of the possible work related to the provision of the PRODUCTS, shall not constitute acceptance by the SELLER of the possible conditions which may add or modify the conditions stated in these general conditions of sale, or may be different from them. CONTRACT amendments may nevertheless be accepted by SELLER provided new written commercial terms are agreed upon by the parties.

**1.3** - In all cases, the documents from SELLER related to the proposals, such as illustrations, drawings/diagrams and weight and measurement specifications are only approximate and must be considered as such unless the SELLER expressly declares that they are definitive. They cannot be directly or indirectly used by PURCHASER unless a CONTRACT upon them is agreed. The SELLER retains the ownership and copyright of cost estimates, drawings/diagrams and other documents

provided to the PURCHASER. These documents are confidential owing to their nature, and it is prohibited to communicate them to third parties. All drawings/diagrams and other documents related to a proposal must be returned to the SELLER on simple request, or if the PURCHASER does not place the order, they must be returned immediately to the SELLER at the expense of the former.

**1.4** - For customized PRODUCTS, for a service or setting up on PURCHASER premises as described in Article 5, PURCHASER will give SELLER from the processing of the order, all plans, documents, technical requirements and any other relevant information necessary to comply with the order. In no event SELLER will be liable for wrongful conception or manufacturing which would be the consequence of a flaw included in the data submitted by PURCHASER.

**1.5** - For all CONTRACTS, except for standard replacement as indicated hereafter, equipment lent to SELLER by PURCHASER remains the exclusive ownership of PURCHASER when such equipment has been bought by PURCHASER. For standard replacements, it is expressly agreed that equipment returned to SELLER by PURCHASER becomes the ownership of SELLER.

**1.6** - The minimum amount for an order is €150. Below this amount, a fixed rate amount of €50 will be invoiced in addition to the order amount.

## **2 – OFFERS - PRICES – PAYMENT TERMS**

**2.1** - The prices indicated on the proposals and the CONTRACT are EX-WORKS in compliance with the Incoterms of the International Chamber of Commerce (current edition at the time of the order), and may be modified without notice. The invoiced price shall be the one in force at the time of acceptance of the order by the SELLER. The prices shall include the cost of standard packaging for delivery in France. Export packaging (on request) shall result in an additional amount being invoiced to the PURCHASER. Residual packaging is not to be retrieved by SELLER unless otherwise agreed.

**2.2** - Unless other credit conditions are authorised expressly in writing by the SELLER, payments must be made:

- (i) For orders for equipment up to €20,000: 100 % at the time of delivery through bank transfer within thirty days after the invoicing date;
- (ii) For orders for equipment higher than €20,000: either (i) through an advance payment of 30% along with the order, 60% at the time of shipment of the equipment through bank transfer within thirty days after the invoicing date, and the remaining 10% after the installation is completed by our ASS technician, through bank transfer within 30 days after the invoice date, either (ii) when the order is placed, through a confirmed and irrevocable BE from a bank authorised by the seller, payable within 30 days after the invoicing date.

Payments are made to the address mentioned in the CONTRACT. The SELLER does not offer any reduction in case of advance payment of the invoices by the PURCHASER.

**2.3** - In case of a change in the PURCHASER's financial position during the term of the CONTRACT, regardless of the reason, the SELLER shall have the option of modifying the payment deadlines granted, or demand guarantees from the PURCHASER. No claims made by the PURCHASER can defer or suspend the payments, or even result in any reduction or compensation as regards the costs, without written agreement from the SELLER.

**2.4** - For any CONTRACT which is valid for longer than one year, the parties agree that the price will be revised automatically on the anniversary date of the CONTRACT, and unless specifically stipulated otherwise in the acceptance of the order or the CONTRACT, according to the INSEE labour cost index for wages and salaries in industry, construction and services:

Revised Price = Initial Price X Index in force / CONTRACT index

CONTRACT index = value of the index as on the date of signature of the CONTRACT.

Index in force = value of this same index at the time of the price revision.

In case the index taken into consideration is no longer published or has been cancelled, the replacement index published by the INSEE shall be rightfully used. In case of a disagreement regarding the new index to be considered, the SELLER reserves the right to terminate the ongoing CONTRACT.

For any default in payment on or before the deadline, the penalties for the delay shall be invoiced at a rate of three (3) times the legal rate of interest in force, and a fixed rate compensation of forty (40) euros as recovery expenses shall also be invoiced.

**2.5** - For payment throughout France, for the first order and except in particular cases specified by the SELLER, an account must be created for the PURCHASER in the SELLER's accounting books and the former must make an advance payment for the first order based on a pro-forma invoice established by the SELLER. During the subsequent orders and according to the conditions specified on the price submission or the acceptance of the order, the invoices shall be payable via bank transfer or confirmed and irrevocable bill of exchange through a bank authorised by the seller. For payment from a foreign location, and according to the conditions specified on the price submission or the acceptance of the order, the invoices shall be payable via bank transfer or confirmed and irrevocable bill of exchange through a bank authorised by the seller.

**2.6** - All expenses, duties and taxes of any type whatsoever, resulting from the execution of the CONTRACT or imposed or collected outside of French territory within the context of payments made to the SELLER by the PURCHASER, shall be borne exclusively by the PURCHASER. Inversely, all expenses, duties and taxes imposed on French territory shall be borne exclusively by the SELLER. The prices indicated on our offers are always exclusive of VAT. VAT is invoiced separately at the legal rate in force as on the date of invoicing.

**2.7** - No claim from PURCHASER may lead to report or suspend payments. For any default of payment by PURCHASER of all or part of the invoice, the SELLER will be entitled to, apart from terminating the CONTRACT as set forth in Article 13, also:

- (i) suspend the CONTRACT until complete payment of the pending invoice, schedule of the performance of the CONTRACT being automatically postponed for the same duration as default, the price of PRODUCTS being possibly raised by the costs incurred by SELLER due to the default,
- (ii) suspend or terminate any other pending contract with PURCHASER and, finally

- (iii) require the immediate payment of all sums payable or to be paid by PURCHASER vis a vis the CONTRACT and any other contract.

By no mean, payments owed to SELLER may be suspended or be subject to reduction or setoff without the written acceptance of SELLER.

### **3 - UNFORESEEABILITY**

**3.1** - According to Article 1195 of the French Civil Code, in case of an event threatening the equitability of the order insofar performance of the obligations by SELLER becomes harmful, parties agree to re-negotiate in good faith the terms of the order to mitigate the consequences of the event.

**3.2** - Should among others be considered threatening events: variation of utility costs, increase of custom duties, variation of exchange rate, change of rules, regulations and/or legislations. If no agreement is reached within a period of thirty (30) days from the date such request is made, or any other period agreed in writing between the parties, SELLER will be entitled to terminate the relevant order(s) subject to a thirty (30) day notice by way of registered letter with acknowledgement of notice, such termination giving no right to compensation for any of the parties.

### **4 - RESERVATION OF OWNERSHIP**

The SELLER remains the sole owner of the PRODUCTS until complete payment is made for the same by the PURCHASER. The PURCHASER is authorised to resell the Products purchased from the SELLER in the normal course of its business. In case the PURCHASER resells the PRODUCTS before making complete payment for the same to the SELLER, PURCHASER must inform the third parties about the existence of this reservation of ownership clause, and transfer to these third parties, all the SELLER's claims and all associated derived rights resulting from the resale, regardless of whether the PRODUCTS are resold to the said third parties in their original form or after additional processing or finishing by the PURCHASER. The SELLER is authorised to enforce the said claims as regards the PURCHASER's clients even after the PRODUCTS are resold.

### **5 - DELIVERY – SHIPMENT - INSTALLATION**

**5.1** - Unless agreed otherwise between the parties, the delivery periods are given purely for informational purposes and are confirmed or rescinded from the date of acceptance of the order and/or receipt of payment. The SELLER shall take all efforts to respect the agreed delivery schedule, but it shall not be liable, in any event, for delays resulting from a case of force majeure, such as defined in Article 11 of this document. SELLER will inform PURCHASER of any anticipated delay in delivery as well as of any steps taken to mitigate such delay. If, for a reason beyond the control of SELLER, delivery is delayed or prevented by PURCHASER, PRODUCTS will be stored and the storage date will be deemed the delivery date. Storage costs will be borne by PURCHASER.

**5.2** - The SELLER undertakes to ship the PRODUCTS to the address provided by the PURCHASER. The shipment shall be completed as per the mode and transporter chosen by the SELLER, unless the SELLER and PURCHASER have agreed, according to the terms of the CONTRACT, on a particular mode of transport and/or transporter. In any event, the transport expenses shall be borne by the PURCHASER.

**5.3** - The risk of loss of the PRODUCTS is transferred to PURCHASER at the time of delivery. All formalities related to the import authorisation are to be completed by the PURCHASER. Unless stipulated otherwise in the CONTRACT, the PURCHASER must take out an insurance policy covering the total value of the shipment(s). The insurance deductibles shall be borne by PURCHASER if applicable.

**5.4** - It is the PURCHASER's responsibility to carry out all verifications, to raise any reservations upon the arrival of the PRODUCTS, and to take action against the transporter, if applicable, within five (5) days following the delivery. All complaints concerning the PRODUCTS or missing items must be communicated to the SELLER in the same period. Failing this, the delivery shall be considered accepted without reservations and the losses or damage attributable to transport cannot be compensated.

**5.5** - All PRODUCT returns require a reasoned application to be submitted to the SELLER, and can take place only after the latter gives its express agreement. The costs for returns and packaging are to be borne by the PURCHASER.

**5.6** - If the PURCHASER refuses to accept a delivery on the agreed upon date planned in the delivery schedule, it must pay a part of the price given in the CONTRACT which is due on the said date as per the delivery schedule. In this case, the SELLER must ensure the storage of PRODUCTS at the risks and expense of PURCHASER. The SELLER may also, if PURCHASER requests it, insure PRODUCTS at the PURCHASER's expense.

**5.7** - The SELLER recommends that the PRODUCTS be installed by its own personnel. For this installation, a cost shall be communicated to the PURCHASER, which shall include the labour hours and travel expenses. In case of a delay in installation for reasons beyond the SELLER's control, the PURCHASER shall bear all costs related to this delay (possible upcoming travels, spare parts required, etc.). The installation cannot be completed before the installation lay-out sheet is filled and returned by the PURCHASER to the SELLER's Field service department. In any event, PURCHASER must comply with the installation and operation instructions given in the SELLER's operating manual. Following a request from the PURCHASER, the PURCHASER may commence the preliminary procedure for deployment of the PRODUCTS at SELLER's plant.

**5.8** - Following a request from the PURCHASER, and before commencing the installation of the PRODUCTS, the SELLER may (i) train the PURCHASER's engineers at the SELLER's plant over the course of the preliminary deployment process, and (ii) provide the PURCHASER with the technical information required for the correct installation, operation, and maintenance of the PRODUCTS. All other types of technical trainings shall require a written agreement between the parties. The PURCHASER must inform the SELLER in writing one (1) month before the date of the training. The training must take place over a maximum period of five (5) days, and for a maximum of two (2) engineers provided by PURCHASER. During the training, all the expenses of the PURCHASER's engineers, such as hotel/accommodation, local travelling, etc. shall be borne by PURCHASER (except travel to and from the airport, which is handled by the SELLER).

**5.9** - Repairs accepted and carried out by the SELLER are covered under warranty for a period of six (6) months. This warranty only covers the parts on which repairs were made. The diagnostics shall

be invoiced on a flat rate basis, and their amount shall be deducted from the total amount of repairs, if it is ordered by the PURCHASER.

## **6 - MODIFICATIONS IN THE DESIGN OR CONSTRUCTION**

**6.1** - The SELLER reserves the right, at its sole discretion, to make the modifications that it feels necessary to the design and/or manufacturing of the PRODUCTS, provided, however, that the PRODUCTS thus modified are compliant with the initially stated performance specifications.

**6.2** - The SELLER shall not be, in any case, obligated to make a modification requested by the PURCHASER, except if this modification request has been accepted by the SELLER and is covered in a document signed by PURCHASER and the SELLER.

## **7 - WARRANTIES**

**7.1** - The SELLER intervenes within the context of a simple obligation of means. Otherwise expressly agreed conditions, he SELLER warrants that the PRODUCTS are exempt of any manufacturing faults at the time of their delivery, for a period of one (1) year from this delivery, provided that they have been received, handled, stored, and maintained correctly, normally, and in compliance with the SELLER's recommendations, and that they have not been used in an abnormal or incorrect manner or in exceedance of their rated characteristics.

**7.2** - Insofar as the SELLER is also obligated to ensure the assembly or installation of the PRODUCTS, the warranty period shall start from the date when the products are deployed. However, if the installation or the deployment has not taken place for reasons beyond the control of the SELLER, the starting date of the warranty period shall be when the products are delivered.

**7.3** - If a defect is revealed during the warranty period, the PURCHASER shall inform the SELLER about this in writing within five (5) days from the discovery of the defect and shall communicate all the information required to characterise the nature of the defect observed, thus helping the SELLER take this defect into consideration. If, during the warranty period, it is observed that the PRODUCTS were defective at the time of delivery, they shall be repaired in the SELLER's plant or replaced free of cost, including transport, provided that the PURCHASER informs the SELLER immediately in writing once the defect is discovered.

**7.4** - Warranty only covers manufacturing defects and non-compliance with the characteristics accepted by SELLER. During the warranty period, the SELLER will, at its own discretion, modify, repair or replace the PRODUCTS which defects have been acknowledged by SELLER.

**7.5** - The following are excluded from the above warranty:

- (i) Defects resulting from a design imposed upon by PURCHASER, either of utilities, documents, elements provided or imposed by PURCHASER,
- (ii) Consequences of the assembling or the installation by PURCHASER or third party;
- (iii) Deterioration of PRODUCTS due to a wrongful handling or assembly by any other party than SELLER or use not complying with specifications;

- (iv) Consequences in case of inappropriate or inadequate storage vis a vis guidelines or if the PRODUCT undertook in the meantime a repair/revision by someone other than SELLER;
- (v) Incidents due to Force Majeure.

**7.6** - Besides, SELLER will not be required to warrant the PRODUCTS in the following cases:

- (i) If warranty follows an accident, incident or any other outside event (as thunderstorm), act of negligence, wrongful use, use of inadequate packaging by the PURCHASER or any other reason outside the scope of the normal use of the PRODUCT,
- (ii) If the PRODUCT has been serviced or repaired or an attempt to service or repair has been undertaken without the assistance of SELLER or without its prior authorization,
- (iii) If the shutdown of the PRODUCT is due to the use of supplies or consumables not complying with manufacturer's specifications,
- (iv) if the PRODUCT is discontinued or no longer available to enable SELLER to perform its service operations.

**7.7** - More generally, claims from PURCHASER regarding repairs and/or modifications carried out unilaterally by it, without prior written permission from the SELLER, shall not be accepted. In such a case, the PURCHASER shall be deprived of the right to obtain warranties from the SELLER. The PURCHASER therefore undertakes to bear the responsibility, and pay for the defects attributable to it and the damages caused to the PRODUCTS after the delivery was made to the PURCHASER.

**7.8** - All the SELLER's warranties regarding the PRODUCTS are exhaustively provided in Article 6, and shall replace all other warranties such as the merchantability warranty, warranty for suitability for a particular use, regardless of whether these warranties are express or implied, in fact or in law. This replacement does not concern the legal warranty incumbent upon the SELLER as regards its obligation to provide PRODUCTS which are free from any copyrights or collateral. The replacement or repairs of the defective PRODUCTS or defective parts of the PRODUCTS shall be the only remedy available to the PURCHASER within the context of the warranties. The SELLER shall then have the option of removing and retrieving the PRODUCTS at its expense, reimbursing the PURCHASER for all the amounts received within the context of the CONTRACT, and the compliance obligation of the SELLER shall be fulfilled.

**7.9** - The work resulting from the warranty shall be carried out on the PURCHASER's site or in the SELLER's plants, depending on the latter's choice. The expenses stated below are to be borne by the PURCHASER if no defects are observed:

- (i) The cost of analysis and disassembly rendered necessary owing to the conditions of use of the PRODUCTS,
- (ii) The expenses for returns, Packaging and Port,
- (iii) The travel and accommodation expenses of the SELLER's employees in case of an intervention on the PURCHASER's site.

**7.10** - The warranty period shall be extended by the duration of the repair works possibly required.

**7.11** - All services provided by the SELLER upon request of the PURCHASER, if the SELLER is not obligated to provide it, shall be invoiced to the PURCHASER based on a specific offer from the SELLER. Besides, in the event the PURCHASER instructs, on specific request, the SELLER to modify

and/or adapt the characteristics of the PRODUCTS in order for the PRODUCTS to run (i) under extreme temperature and/or pressure conditions and/or (ii) under atypical atmospheric conditions and/or (iii) with specific features, the PURCHASER acknowledges in advance, on one side, that the performances of such PRODUCT after modifications and/or adaptations could not be the same as the given performances of such PRODUCTS were before the said modifications and/or adaptations took place and, on the other side, that the duration of warranty for such PRODUCTS may be reduced because of the requested modifications and/or adaptations of the PRODUCTS. Consequently, in this event and after the SELLER has agreed on the PURCHASER specific request, the PURCHASER waives his right to claim the warranty for the PRODUCTS as it was given before the PRODUCTS were modified and/or adapted.

**7.12** - As regards the equipment and accessories not manufactured by the SELLER and used in the PRODUCTS or their accessories, the only obligation of the SELLER is to obtain, for the PURCHASER, the warranties offered by the suppliers of the said equipment or accessories during the warranty period, and if these warranties can be obtained by the SELLER without having to make an additional payment.

**7.13** - The SELLER also warrants that the PRODUCTS have successfully undergone any operational testing that may be provided for in the CONTRACT. If such operational tests are specified in the CONTRACT but if, for reasons beyond the SELLER's control, they are not carried out within one (1) year following the delivery of the PRODUCTS, or sixty (60) days after the initial deployment of the PRODUCTS or six (6) months after possible repairs, whichever comes first, the PRODUCTS shall be considered to have irrefutably satisfied this warranty, and the SELLER's performance obligation shall be complete.

## **8 - LIABILITY**

**8.1** - The SELLER will not be liable for damages caused by the PRODUCTS if such PRODUCTS were not handled, stored, and maintained correctly, normally, and in compliance with the SELLER's recommendations, or if they were used in an abnormal or incorrect manner or in exceedance of their rated characteristics. The SELLER's recommendations as to the handling, the storage, the maintenance and the use of the PRODUCTS as well as the rated characteristics of the PRODUCTS are indicated in the owner's manual handed to the CLIENT upon the purchase of the PRODUCT and which is available with the SELLER on request and insofar the relevant PRODUCT is not obsolete.

**8.2** - Notwithstanding any contrary provision in the CONTRACT, the SELLER shall not be liable towards the PURCHASER, its agents, employees, successors, or assignees, for any special, indirect or consecutive, material or immaterial damage whatsoever, and the SELLER shall not be liable for loss of enjoyment, data, profits, revenue, business, anticipated savings, reputation, and generally any economic or financial loss which may be considered as being consecutive or resulting directly and naturally from an incident that results in the claim.

**8.3** – Finally, and except in case of bodily injury, the SELLER's total and cumulative liability within the context of the CONTRACT, related or unrelated to a breach of CONTRACT or a regulatory or other type of guarantee, cannot in any event exceed, in addition to the repairs or replacement of the defective product, an amount corresponding to ten percent (10%) of the CONTRACT amount.



## **9 - INSURANCE**

**9.1** - The SELLER takes out Property Damage and Professional Third Party Liability insurance policies. In addition to the limitation of liability provided for in Article 8, the SELLER cannot be held liable in exceedance of the coverage limits of the said policies. The coverage limits of these insurance policies are available with the SELLER on request.

**9.2** - For all claims related to entrusted goods, it is the PURCHASER's responsibility, as the owner of these goods, to expressly inform the SELLER in writing about the insured values of the said goods before entrusting them to the latter, failing which, in case of an accident, the compensation cannot be higher than the expert appraised value within the limits of the relevant insurance policy, without being able to exceed the limits of coverage of the insurance policy and the limitation of liability provided for in Article 8. Therefore, it is the PURCHASER's responsibility to take out a corresponding insurance policy for the goods it entrusts to the SELLER.

## **10 - ELECTRICAL AND ELECTRONICAL WASTE**

The end user will take responsibility and will collect and dispose of electrical and electronical devices (EEED) according to the conditions set forth in the Code of the Environment.

## **11 - PATENTS - THIRD PARTY CLAIMS**

**11.1** - The SELLER undertakes, at its own expense and within the limits stated below, to protect and exonerate the PURCHASER from any liability in case of legal action or proceedings initiated by a third party related to a claim according to which the PRODUCTS constitute an infringement of an existing patent, provided that (i) the PURCHASER informs the SELLER immediately about the said action or proceedings, (ii) authorises the SELLER to defend it through the intermediary of the SELLER's lawyer, (iii) provides the SELLER with all the information, assistance, and powers necessary to allow it to prepare the defence, and (iv) refrains from making any admission and/or amicable settlement without prior written agreement from the SELLER.

**11.2** - For the cases where the said PRODUCTS would be, within the context of the said action, considered to constitute an infringement, and if the use of the said PRODUCTS were to be prohibited, the SELLER must, at its own expense and discretion, (i) either ensure that the PURCHASER has the right to continue using the said PRODUCTS, (ii) or replace them with PRODUCTS which do not constitute an infringement, (iii) or modify the PRODUCTS such that they no longer constitute an infringement (iv) recall the said PRODUCTS and reimburse the PURCHASER to the extent of the cost price.

**11.3** - The foregoing constitutes whole of the SELLER's obligations in case of a patent infringement, and the said obligations fall within the limits stated in Articles 7.5 and 8 of this document.

**11.4** - The provisions of this Article are not applicable to a product specified by PURCHASER or manufactured as per the PURCHASER's design, and are also not applicable to the systems or combinations which PURCHASER may have integrated with the PRODUCTS. As regards this equipment, combinations, or systems, the SELLER shall not be held liable in any manner in case of patent infringement.

## **12 - FORCE MAJEURE**

**12.1** - The SELLER shall neither be considered to be at fault in the execution of its obligations, and nor shall it be liable to pay damages or any other compensation, in the event of a defect or delay in the execution caused by strikes, lock-outs, co-ordinated action by the workers or other industrial dispute, fire, explosion, floods, or other natural disasters, public unrest, declared or undeclared riots or armed conflicts, quota, shortage, or allocation of normal sources of labour, materials, transport, energy, or services, accident, natural calamity, delay caused by sub-contractors or suppliers, mandatory or voluntary compliance with governmental actions or regulations (valid or otherwise), embargo and any other cause, which may or may not be similar to any of the causes or categories of causes described above, and beyond the control of the SELLER.

**12.2** - In the event of a delay arising from any of the above causes, the time of performance shall be extended by a period of time reasonably necessary to overcome the effect of the of the delay.

## **13 - DRAWINGS - INTELLECTUAL PROPERTY**

**13.1** - 3D Digital definitions, CAD drawings, drawings, diagrams, nomenclatures of materials, skeleton diagrams, installation drawings, details, specifications, and generally all documents of any type which are drafted, submitted, or sent by the SELLER to the PURCHASER, are the exclusive property of the SELLER or its suppliers and therefore can neither be executed nor reproduced without express prior and written authorisation from the SELLER, nor constitute the basis of any claim regarding intellectual property rights of any nature whatsoever.

**13.2** - If the CONTRACT provides for a transfer of rights concerning these documents to the PURCHASER, the latter undertakes to use them only for the purposes of facilitation, construction, maintenance, operation, modification, and repairs of the PRODUCTS provided within the context of this CONTRACT, and undertakes to not disclose them to third parties for other purposes, without written and prior authorisation from the SELLER. Intellectual property on these documents will be transferred to PURCHASER only if (i) such transferral is set forth in SELLER offer in the CONTRACT and if (ii) the complete payment has been made.

**13.3** - The sale of the PRODUCTS does not result in a transfer of technology or expertise to the PURCHASER. The technology and expertise, patented or otherwise, remain the completely and fully the property of the SELLER.

## **14 - EARLY TERMINATION**

**14.1** - In case the PURCHASER is forced to terminate the CONTRACT before the normal end date, the said termination must be notified in writing at least sixty (60) days before it is effective, and the reasons for the said termination must be indicated. In such a case, the SELLER may claim payment of reasonable termination expenses which shall include a part of the prices representing the quantity of work carried out as on the date of notification, plus the possible additional expenses incurred owing to the termination of agreements between the SELLER and its suppliers and subcontractors. A minimum cancellation fee of 25% of the CONTRACT amount shall be applied when the CONTRACT covers standard equipment.

**14.2** - The SELLER reserves the right to terminate the CONTRACT with a prior notice of thirty (30) days in case the PURCHASER violates its obligations as per the terms of the CONTRACT and particularly in case the PURCHASER fails to make payment within the given periods. The termination shall be immediately effective if the PURCHASE is undergoing a voluntary or judicial liquidation procedure.

**14.3** - In case of early termination of the CONTRACT, the SELLER shall also be entitled to Regain ownership and possession of the PRODUCTS which remain completely or partially unpaid for. In case the SELLER exercises this right to recover the PRODUCTS, it shall not affect any other legal remedies available to it.

## **15 - SUBCONTRACTING**

SELLER is entitled to seek the assistance of third parties for the performance of the obligations derived from the CONTRACT. All the SELLER staff dedicated to the manufacturing of the PRODUCTS remains, in all cases, employees of SELLER and, as such, are under its authority.

## **16 - TRANSFERRAL OF CONTRACT - ASSIGNMENT OF CONTRACT**

**16.1** - The CONTRACT may be entirely or partially transferred by the SELLER to another company of the KEP TECHNOLOGIES Group, or to any PURCHASER of all the SELLER's businesses or assets, or a possible segment of the SELLER's business.

**16.2** - Contrarily, the PURCHASE can only transfer or assign all or part of such a CONTRACT or such an order if it receives written and prior authorisation from the SELLER.

## **17 - PERSONAL DATA PROTECTION**

In accordance with the French law "Informatique et Libertés" of January 6, 1978 as amended and the European Regulation n°2016/679 of April 27, 2016, KEP TECHNOLOGIES and its entities in its capacity of Data Controller collects the above information for the management of its sales and within the framework of the execution of contractual obligations. The data collected will be communicated only to the following recipients: managers, sales departments, commercial agents, accountants. The data is kept for the duration of the contractual relationship and for a further 5 years in accordance with the statute of prescriptions applicable to contracts. Data may be transferred outside the European Union depending on the nationality of the customer. You may access your data, rectify it, or exercise your right to limit the processing of your data. You may also object to the processing of your data, and finally you may determine what happens to your data after your death. To exercise these rights or for any question about the processing of your data in this system, [dpo@kep-technologies.com](mailto:dpo@kep-technologies.com), or by post to KEP TECHNOLOGIES - 1198 AV DR MAURICE DONAT - 06250 MOUGINS. You may be asked to provide proof of identity if you have reasonable doubts about your identity. If, after having contacted us, you feel that your "Data Protection" rights have not been respected, you may submit a complaint to the CNIL.

## **18 - CONFIDENTIALITY**

Notwithstanding any separate non-disclosure agreement which could be entered into before or at the time of the CONTRACT, the PURCHASER shall consider as strictly confidential and shall refrain from disclosing any information, data, technical formula or concept, about which it may have come to know as part of execution of the CONTRACT. For the application of this clause, the PURCHASER shall be responsible both for itself and its employees. The PURCHASER cannot however be held liable for disclosure if the disclosed information was already in the public domain, or if the PURCHASER came to know about it or obtained it from a third party in a legitimate manner. Similarly, the SELLER undertakes to ensure strict confidentiality of the information which it obtains within the context of execution of the CONTRACT.

## **19 - ABSENCE OF WAIVER**

In the event the SELLER chooses not to enforce any of the obligations incumbent upon the PURCHASER in pursuance of the terms of the CONTRACT, it does not mean that the former has waived its right to do so, and shall not prevent it from enforcing compliance with these obligations in the future.

## **20 - DIVISIBILITY**

In case one of these conditions is in contradiction with a legislative or regulatory provision, or if it is rendered inapplicable owing to this provision, the said invalidity or inapplicability shall not affect any of the other conditions, nor any other CONTRACT based on these other conditions.

## **21 - LANGUAGE AND APPLICABLE LAW**

**21.1** - The language of the CONTRACT is the French language. The conditions of sale are available in English. In case of discrepancy, the French version will prevail.

**21.2** - Any orders and/or CONTRACTS shall be governed and interpreted in accordance with French laws.

## **22 - SETTLEMENT OF DISPUTES**

Any dispute pertaining to the validity, interpretation, or execution of the CONTRACT shall be referred to the Commercial Court of the area where the SELLER's head office is located.