

Article I. Purpose & Scope

These General Terms and Conditions of Sale ("GTCS") determine the rights and obligations of ARESIA, hereinafter referred to as the "Seller", and its customer in the context of the sale of products and services offered by ARESIA. They may be supplemented by special terms and conditions of sale that the Seller stipulates in its price offers. The GCS may be modified at any time. In this case, the Vendor undertakes to notify customers of the new GTC by e-mail at least fifteen (15) days before they come into force.

The GCS applicable to an order are those in force on the day the order is sent by the Customer to the Vendor. The GCS take precedence over the customer's terms and conditions of purchase, unless expressly accepted in writing by the Vendor. Any condition to the contrary imposed by the customer will therefore be unenforceable against the Vendor, regardless of when it may have been brought to the Vendor's attention. The customer acknowledges that these terms and conditions constitute the contractual basis between the parties, and that without the customer's acceptance of these terms and conditions, the Vendor would not have agreed to enter into a contract with the customer.

Any order necessarily implies the Customer's acceptance of these GTC, which do not exempt the Customer from referring to the legislative and regulatory provisions in force, in particular those relating to the protection of workers and the environment. The applicable contractual documents consist of the following documents, it being understood that in the event of contradiction, difference, ambiguity, inconsistency or incompatibility between these documents, the latter will be interpreted in the order of precedence in which they are listed below: (1) special stipulations mentioned in the contract itself, being understood that : (a) where the contract is formed by an order form issued by the customer and accepted by ARESIA, the particular stipulations mentioned on the acceptance form issued by ARESIA shall take precedence over the particular stipulations mentioned on the order form previously issued by the Customer and (b) any general document issued by the Customer such as its general conditions of purchase is expressly excluded, including where such general document is printed on the reverse side of or attached to any order form, (2) terms of the offer, (3) terms of the GTCS, (4) any appendix and any other document included by reference in documents (1), (2) or (3) above.

Article II. Orders

All orders must be sent to the following address in order to be processed by the Vendor:

ARESIA-Baccarat	adv.baccarat@aresia.com
ARESIA-Châteauroux	adv.chateauroux@aresia.com
ARESIA-Fix (Bonneville)	adv.fix@aresia.com
ARESIA-Ozoir	adv.ozoir@aresia.com
ARESIA-Salbris	adv.salbris@aresia.com
ARESIA-Saint-Souplets	adv.sts@aresia.com
ARESIA-Villeneuve (site de Valenciennes)	adv.valenciennes@aresia.com
ARESIA-Valenton	adv.valenton@aresia.com
ARESIA-Villeneuve (site de Villeneuve)	adv.villeneuve@aresia.com
ARESIA-Witry	adv.witry@aresia.com

An order only becomes definitive once it has been accepted and confirmed by the Vendor in the form of an acknowledgement of receipt of the order, which will reflect the conclusion of the sales contract.

Any change to an order must be accepted and confirmed by the Vendor.

Any cancellation of an order by the Customer must be notified to ARESIA by registered letter with acknowledgement of receipt only. ARESIA shall invoice 80% of the amount of the order if the cancellation is notified no later than 30 days prior to the scheduled delivery date, and 100% if it is notified less than 30 days prior to said delivery date unless specific provisions to the contrary are expressly mentioned in the other offer documents or agreed in the contract. The Customer undertakes to compensate the Vendor in full for any damage caused in the event of non-compliance with the terms of the Order.

Based on the Vendor's offer and the customer's order, the parties undertake to exchange in good faith and in full transparency the information of which they are aware and which they consider decisive for their consent to enter into the contract. A minimum amount, per order and per order line, may be required and will be mentioned in any commercial offer from the Vendor.

Special features of quotations

The Customer sends a request for a quotation to the Vendor. On receipt of the quotation from the Vendor, the Customer may accept or refuse it within a period of validity specified in the offer.

Acceptance of the quotation by the Customer results in the transformation of the quotation into an order.

This order will be considered effective and validated, and will constitute a sale, once it has been expressly accepted by the Vendor within the time period referred to in §1 above.

Article III. Price

The price of the product/service, indicated in the Vendor's offer, is freely chosen by the Vendor, who remains free to modify it at any time prior to the sale, in compliance with the applicable legislation. In particular, the Customer expressly accepts that the Vendor may invoke the application of article 1195 of the Civil Code. The indexation and price revision clauses will be specified in the specific conditions.

If, during the execution of the order, the general situation and/or the data on which the order is based are significantly modified and lead to a prejudice, which could not be foreseen at the time the order was placed, the Vendor will propose the required adjustment to the Customer. The order may be cancelled if the parties do not reach an agreement within 30 days of the Vendor notifying the Customer, without compensation for the Customer.

The price is displayed in euros, exclusive of tax and delivery charges, unless specific provisions to the contrary are expressly mentioned in the other documents of the offer or agreed in the contract.

The price applicable to an order is the price before tax mentioned in the offer at the time the Customer confirms the order. The price applicable to an order is a fixed and firm price for the entire period of validity of the order.

The prices indicated in the offers are determined in consideration of the economic conditions applicable at the time of the issue of the offer (in particular material costs, surface treatment, energy costs) and monetary conditions in force and are adjustable at the time of the order or delivery.

The amount of the delivery charges applicable to an order depends on the choice of delivery method made by the Customer in accordance with the options proposed by the Vendor. (Cf. 5.3 below).

Article IV. Terms of payment

4.1 Place of payment

Unless expressly waived by the Vendor, goods, materials and products are payable at the address shown on the invoices and commercial documents, regardless of the method of collection and the place of dispatch and delivery. In particular, in the event of non-payment of bills of exchange or securities, which have been accepted in payment, the Vendor reserves the right to demand immediate payment at the cash desk of the Vendor's establishments.

4.2 Date and terms of payment

Before accepting the order, the Customer is informed of the method of payment applicable to the order (payment on due date or payment before dispatch).

- In the case of an order where payment is due on the due date, payment is due by the Customer 30 calendar days after the invoice is issued. The invoice is issued on the day the order is dispatched, which is considered to be the date on which the status of the order changes from "in the process of being dispatched" to "dispatched" by the Vendor;
- In the case of an order with payment before dispatch, payment is due by the Customer on receipt of the Proforma sent by the Vendor.

In the event of staggered shipments of the goods, materials and products forming the subject of an order or contract, the invoices corresponding to each delivery are payable on their respective due dates, without waiting until all of the goods, materials and products ordered have been delivered.

The Vendor's representatives are not authorized to receive payments, except under special arrangements.

4.3 Payment terms

Payment terms granted to customers are always subject to sufficient solvency until full payment of the sums due.

Any circumstances likely to lead to a reduction in this solvency authorize the Vendor to :

- On the one hand, to refuse any subsequent delivery, except in the case of cash payment before collection (in which case no discount will be granted); and
- On the other hand, to consider all invoices already issued as immediately payable, unless the Customer provides the Vendor with guarantees accepted by the latter.

4.4 Late payment

In accordance with Article L441-6 of the French Commercial Code, any delay in payment shall give rise to the application of late payment interest equal to the refinancing rate of the European Central Bank plus ten (10) points.

Any delay in payment in relation to the due date of the invoice will also give rise to a fixed recovery indemnity, the amount of which is set by decree at 40 (forty) euros. If the recovery costs actually incurred are higher than this sum, the Vendor reserves the right to request additional compensation, corresponding to the difference between these two amounts.

In the case of staggered shipments of goods, equipment and products ordered, late payment of any one of them entitles the Vendor to terminate the order or the contract. Such termination shall entail the forfeiture of the term of payment and shall entitle the company to demand immediate payment of the outstanding balance. The Vendor may also, as a penalty clause, demand payment of compensation equal to 10 (ten) percent of the aforementioned balance.

Article V. Delivery and acceptance

5.1 Delivery times

The delivery times for goods, equipment and products ordered are specified in the Vendor's Acknowledgement of Receipt given to the Customer.

The Vendor undertakes to dispatch the products ordered by a Customer within the dispatch period specified in the offer and confirmed in the acknowledgement of receipt of the order. This period is to be read from the date of dispatch of the acknowledgement of receipt drawn up by the Vendor.

5.2 Terms and conditions

The Vendor undertakes to deliver to the Customer a product that complies with the Offer, which is the subject of the Customer's order.

If an order contains several products with different dispatch times, several deliveries will be organized by the Vendor.

The Vendor undertakes to prepare the order by labelling each item and enclosing all the documentation mentioned in the Offer (declaration(s) of conformity, if applicable), all the documentation required by the applicable legislation, as well as a delivery note.

Delivery of the product(s) ordered is deemed to have taken place when the Transport Receipt is signed by the Customer, in the presence of the carrier, following a summary inspection, which the Customer carries out at his own expense and under his own responsibility. Where appropriate, the customer may express reservations on the Transport Receipt, but these must be clear, precise, significant and substantiated.

If the Customer, after formal notice, does not take delivery of the goods, the Vendor may, without prejudice to damages, demand performance of the contract or consider the sale cancelled by operation of law, with the advance payments remaining the Vendor's property.

In the case of successive deliveries, the defect or insufficiency of one delivery has no effect on the other deliveries.

5.3 Applicable Incoterm

The Incoterm applicable to the Sale is indicated in the Vendor's Offer in accordance with INCOTERMS® ICC 2020. For sales, it will be limited to the following Incoterms:

- France: EXW or DAP
- EU except France: EXW or DAP
- Non EU: FCA or CPT or DAP

Article VI. Transfer of risks and ownership

6.1 Transfer of risk

Unless otherwise stipulated in the contractual documents (in particular the offer), the transfer of risks relating to the goods, equipment and products to the customer takes place "Ex Work" Incoterms 2020 in France, as soon as they are collected from the Vendor's factories or warehouses, regardless of the terms of the sale and payment of the transport price.

6.2 Retention of title clause

Ownership of the products sold is reserved to the Vendor until full payment of the price due. This retention of title clause does not affect the transfer of risks as defined above (article 6.1).

Goods, equipment and products remaining in the Customer's possession will be presumed to be those still unpaid. Consequently, they may be repossessed by the Vendor, without prejudice to any action for damages for non-payment of the price in whole or in part. In the event of resale of the products by the Customer, ARESIA may exercise a right of resale by claiming the debt directly from the end Customer. The Customer undertakes to inform ARESIA immediately of any seizure of the product or of any event depriving it of access to the whole product (theft, damage, intervention by a third party, etc.), unless it incurs its own liability. These provisions do not prevent the transfer of the risks of loss and deterioration of the product sold, as well as any damage that they may cause.

Article VII. Confidentiality and ownership of the information

The information, in particular that contained in the contractual documents exchanged between the parties, is disclosed to the Customer notwithstanding its confidential nature, which the Customer is hereby deemed to know and expressly accept. Consequently, the Customer shall (i) ensure the confidentiality of the information disclosed in an appropriate manner, in order to prevent any disclosure to any third party whatsoever; (ii) take all appropriate measures to ensure that this information is only used in the context of the performance of the contract ("the Subject Matter"); (iii) disclose the information only to members of its staff who have a genuine need to know in consideration of the Subject Matter; and (iv) ensure that the latter are fully informed that the information received must be treated as confidential. This obligation will apply to the Customer during the period of validity of the contract and for a period of ten (10) years from its expiry. All information (including in particular documents, plans, descriptions, memos) provided by the Supplier in the Proposal or in the context of the performance of the contract shall remain the entire property of the Supplier, who only grants the Customer a non-exclusive license to use it strictly within the scope of the contract. The Customer may not use them for any purpose other than the contract, in particular to manufacture, have manufactured, copy or reproduce all or part of the Vendor's products or know-how. The Customer shall destroy them or deliver them to the Vendor at the latter's written request.

Article VIII. Intellectual property

8.1 Own knowledge

Each party retains full ownership of its own knowledge, i.e. all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data or other), software, intellectual property rights and titles held or controlled prior to signing the contractual documentation or obtained, created or developed independently of the performance of the assignments (hereinafter "Own Knowledge").

The communication and/or provision of Own Knowledge may under no circumstances be interpreted as conferring rights other than those expressly indicated in the contractual documentation or as a disclosure within the meaning of patent law. Information and knowledge (including patents and know-how) belonging to a party prior to the issue of the order and/or contractual documentation, or which is developed independently of the order, as well as the intellectual and industrial property rights relating thereto, remain the property of that party.

However, if one party needs to use some or all of the other party's Own Knowledge to perform its part of the obligations relating to the services or products, the other party undertakes to transfer and grant a non-exclusive license to use and exploit, exclusively for this purpose, and taking into account confidentiality and the rights of third parties, to the other party needing to use the said Own Knowledge, for the duration of the performance of the Services. This right to use and exploit such Own Knowledge must be free of charge, non-transferable (except to affiliated companies and the Customer) and confined exclusively to the performance of the obligations concerned.

8.2 Ownership and use of results

Unless specific contrary provisions are expressly mentioned in the other offer documents or agreed in the contract, all working documents, notes, memoranda, reports, data in machine-readable or other format, as well as documentation drawn up or prepared by ARESIA in connection with the services or products supplied shall remain the property of ARESIA until full payment for the services or products has been made. Any report or other material supplied to the Customer as a result of an engagement is for the Customer's internal use only and may not be supplied or sent outside the Customer's own organization without ARESIA's consent until payment for the services or products has been made in full. The Customer shall own all the results of the work carried out by ARESIA specifically for the purposes of the Services and the resulting documents from the time of full payment for the Services (hereinafter the "Results"). If the Client is unable to own the Results, ARESIA shall assign to the Client all rights, titles or interests in the Results, and in particular economic rights such as the right of exploitation, for the entire duration of the protection, on a worldwide basis and allowing for the granting of licenses.

ARESIA is authorized to re-use the knowledge and know-how acquired in the performance of the services or products, as well as any report, document, plan, drawing, software and other information, in particular technical information, regardless of the medium, in connection with the provision of the services or products. The granting of rights by the Customer to ARESIA, such as the non-exclusive right of use or the right to modify, is free of charge, applies worldwide, for the duration of the protection of this right and is transferable.

8.3 Acceptance

The Customer has a period of ten (10) days from receipt to ensure that the goods, materials and tools comply with the order placed. Once this period has elapsed, the Customer may no longer make any claims relating to the non-conformity or apparent defects of the said goods, materials and tools.

It shall be the Customer's responsibility to provide all useful evidence as to the reality of the defects or anomalies observed within the aforementioned period. The Customer must also allow the Vendor to observe the defects or anomalies.

Article IX. Warranties

The products are delivered with a contractual warranty for a period of twelve (12) months from the date of delivery, covering non-conformity of the products with the contract attributable to the Seller and any latent defect arising from a manufacturing fault affecting the products delivered and rendering them unfit for use. The warranty does not cover defects caused by a lack of specifications attributable to the Customer or due to a design defect imposed by the Customer. It does not extend to the equipment in which the product is integrated or to the performance of this equipment. The warranty forms an inseparable whole with the product sold by the Vendor, which may not be sold or resold altered, transformed or modified. This warranty is limited, at the Vendor's option, to the repair, replacement or reimbursement of products that do not conform or are affected by a defect, to the exclusion of any other goods or non-defective parts of the products or any costs or activities related to the replacement of products, and this without the Customer being able to claim damages for any reason whatsoever.

This contractual warranty is excluded (i) in the event of misuse, abnormal use or failure to comply with any instructions issued by the Vendor, the manufacturer of the product, directives issued by the airworthiness authorities, service bulletins or any other documentation, negligence or failure to maintain or repair on the part of the Customer, as well as (ii) in the event of normal wear and tear of the products or consumable parts, such as elastomer, in particular where all or part of the product may be affected by exposure to heat, sunlight, water or ozone or any other deteriorating factor, or (iii) in the event of force majeure, or (iv) in the event of modification or removal of the marking affixed by the manufacturer of the product, its brand, serial number or product number, or (v) in the event of modification or repair without the approval of the Vendor. Defects and deterioration resulting from abnormal conditions of transport, installation, operation, handling, storage and/or conservation, damage caused by a foreign body, in particular in the event of an accident of any kind whatsoever, shall not entitle the Customer to the warranty owed by the Vendor.

In order to assert its rights, the Customer must, on pain of forfeiture of any action relating thereto, inform the Vendor in writing of the existence of the defects within a maximum period of ten (10) working days from their discovery, together with any documentary evidence enabling the circumstances and nature of the defect to be established. All these exclusions are grouped together under the term "Excluded Events». The Vendor shall have no warranty obligation on products due to malfunction, premature wear, defect or malfunction caused by any component which is not a component manufactured by the manufacturer of the product such as, in particular, any component, insofar as it is demonstrated that the malfunction, premature wear, defect or malfunction was caused by the PMA. In this case, the Vendor's warranty shall not apply. The repaired or replacement product will only be guaranteed for the remaining duration of the initial guarantee. The warranty set out in these terms and conditions is given instead of any other warranty, written or oral, implied or express under applicable law; including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

Article X. Responsibility

The Vendor is only responsible for the products it supplies to the Customer. It shall not be liable (i) for anything supplied or made available to it by the Customer or by a third party imposed by the Customer or which the Seller has not been able to freely select in accordance with its procedures for selecting and validating suppliers, in particular any material, documentation, information, specification or any equipment or subassembly, (ii) for any direct or indirect consequences, for the Customer or any third party, of the malfunctioning of anything supplied or made available to it. The Customer shall be solely responsible for, indemnify and hold harmless the Vendor from and against any and all losses, costs and expenses incurred by the Vendor as a result of anything supplied or made available to the Vendor by the Customer or by third parties instructed or recommended by the Customer. The Supplier's total and cumulative liability arising out of or in connection with the order, for whatever reason, shall in no event exceed the amount of one hundred percent (100%) of the total contract price during the period of validity of said contract and this shall be the sole remedy against the Supplier. The Supplier shall be liable for duly justified damages and direct costs resulting from a breach of its obligations under the order and in proportion to its duly established liability. In addition, the supplier may under no circumstances be held liable for any special, indirect, consequential, incidental or punitive damages resulting from the order or the contract, including, without limitation, any loss of profit, loss of opportunity or loss of contracts, loss of revenue, loss of clientele, damage to reputation or public image or the cost of purchasing and/or commissioning substitute or replacement products, whether or not such damages were known to the Supplier.

Article XI. Export Control

The Customer and the Vendor acknowledge that the product may be subject to export control laws, regulations and sanction regimes (the "Export Control Laws"). The Export Control Laws include, without limitation, any sanctions issued by the United Nations Security Council, the Arms Export Control Act of 1976 and the International Traffic in Arms Regulations issued by the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"); the Export Administration Act of 1979 and the Export Administration Regulations issued by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS"); the International Emergency Economic Powers and Economic Sanctions Regulations of the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"); the national laws of the Member States of the European Union and their export control regulations for military equipment; the rules applicable within the European Union concerning the control of exports of dual-use goods, as they result from updates to Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021, restrictive measures and sanctions applicable within the European Union; any other law or regulation, as well as any amendments thereto. . The Customer acknowledges and warrants that it is, and will remain, in full compliance with all Export Control Laws. The Customer acknowledges and warrants that it will not send or cause to be sent any product to any country or region subject to any sanction, embargo or similar sanction, as updated on a case-by-case basis, including but not limited to Cuba, Crimea, Iran, North Korea, Syria or Russia. The Customer shall be responsible for carrying out any studies, analyses and audits of its customers or of any third party likely to resell or deliver the product. In addition, the Customer shall comply with any application for government authorization or license that may be required for any sale or delivery of the product; the Customer shall also not resell, re-transfer, export or otherwise dispose of the products unless any government authorization or license has first been obtained from the competent authorities. Upon request by the Vendor, the Customer shall provide the Vendor with any non-transfer or end-user certificate, or any similar document, duly completed and signed. In particular, the Customer undertakes to obtain the signature of the end user of the certificate of final destination or any other document requested by the competent authorities.

The Vendor shall under no circumstances be liable to the Customer in the event that any authorization or license required is delayed, refused, revoked, limited or not renewed. Any failure by the Customer to comply with any of the provisions of this clause shall constitute an irremediable breach of a material obligation, which may result in the immediate termination of the Order concerned.

Article XII. Prohibition on re-export to Russia

The Customer acknowledges and agrees that it will not sell, supply, transfer, export or re-export, directly or indirectly, to or for use in the Russian Federation any Product sold, supplied, transferred or exported under or in connection with this Agreement. Any breach of this provision by the Customer shall constitute a material breach of an essential element of these terms and conditions of sale and shall entitle the Supplier to seek appropriate remedies including, but not limited to, (i) termination of the Agreement without any right of indemnification by the Customer, and (ii) indemnification of the Seller for all costs, damages and losses resulting from such breach, including if the Customer is in any way held liable for such breach by any authority.

Article XIII. Compliance with ethical rules

The Customer undertakes to carry out its activities in all circumstances in compliance with the laws and regulations of all kinds applicable thereto in the Vendor's country or in the Customer's country of establishment. The Customer expressly undertakes without reservation to comply with (i) ARESIA's ethical rules, (ii) ARESIA's principles of commercial compliance, (iii) the legal rules on the fight against corruption resulting in particular from the OECD Convention on Combating Bribery 1997, the United Nations Convention against Corruption (UNCAC) of 2003, the French law known as "Sapin II" of 2016 supplemented by the law of 21 March 2022 on whistleblowers and their protection, the British "Bribery Act" of 2010 and the law of the United States of America "1977 Foreign Corrupt Practices Act". In addition, the Customer certifies and warrants that no payment, direct or indirect, has been promised, made or intended to be made, either directly by the Customer or indirectly through a third party, on behalf of the Customer or on behalf of the Seller or any other supplier, to any person holding public authority or power, in charge of a public service or holding any elective office whatsoever, to any political party or candidate for any elective office whatsoever, any supplier or any person, including any employee, agent, director or representative of the Customer or the Vendor, insofar as the purpose of such payment would have been to obtain from such persons that they perform or refrain from performing an act in violation of the laws applicable in the Vendor's country or in the Customer's country, or in violation of any law or regulation whatsoever.

It is expressly agreed that no payment shall be made with the intention or effect of bribing in either the private or public sector. The Customer shall immediately inform the Vendor of any request for bribes from any person or representative in any jurisdiction connected in any way with the product. The Customer expressly authorizes the Vendor to audit itself or to appoint any third party to carry out an annual audit of activities and expenditure in order to verify the Customer's compliance with the provisions of this Article. The Customer undertakes to make available to the Vendor or the appointed third party all documents relating to its business, in particular its accounting documents. The Customer shall guarantee, indemnify and hold harmless the Vendor against any claim, loss, damage, liability, expense or cost of any kind whatsoever, which may result directly or indirectly from the Customer's failure to comply with the provisions of this Article. Breach of any provision of this Article or of any anti-bribery law shall constitute a breach of an essential obligation under the contract in force between the Customer and the Vendor and, without prejudice to any other contractual or legal remedies available to the Vendor; such breach shall entitle the Vendor to terminate such contract immediately. The Customer acknowledges that certain products may be subject to applicable laws and regulations.

Customer warrants that it will not export, otherwise transmit, or use the product or information relating to a product subject to export laws and regulations except in full compliance with applicable laws and regulations. The Vendor shall not be liable for any delays or other consequences arising from the application of or changes in such regulations.

Article XIV. Personal Data

The parties provide each other with the contact details of the persons in charge of managing their commercial relations and monitoring their agreements, and thus each acts as a non-joint data controller. Consequently, the parties undertake to comply with national and European regulations relating to the protection of personal data and in particular to use personal data only for the purposes of fulfilling their commitments, to put in place all necessary security and confidentiality measures to protect this type of data, to ensure the compliance of any transfers outside the European Union, to delete this data at the end of the retention period agreed between the parties or at the end of the legal deadline, and to comply with the requests of the persons concerned by this data. In addition, each of the parties undertakes to notify the other of any security breaches that may have an impact on the processing of this data.

In the present case, the information collected on the Customer is the subject of computer processing carried out by ARESIA and is essential for the processing of the order and the execution of the contract. It is kept for as long as is necessary to carry out the work ordered and any guarantees that may apply once the work has been completed.

The data controller is ARESIA - 13 avenue Marcellin Berthelot, Villeneuve-la-Garenne, 92390. Access to personal data will be strictly limited to employees of the data controller who are authorized to process such data by virtue of their duties.

In accordance with Act no. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended by Act no. 2004-801 of 6 August 2004, and with European Regulation no. 2016/.679, the Customer has the right to access, rectify, delete and port data concerning him or her, as well as the right to object to the processing on legitimate grounds. These rights may be exercised by contacting the DPO: dpo@aresia.com.

Article XV. Incidents & claims

A) The absence of reservations upon receipt of the goods, materials or products by the Customer or his representative extinguishes all claims relating to apparent defects.

B) If the Customer has not checked the quality of the goods, materials or products within 10 days of receipt of the goods, or if, having done so, he has used or transferred the said goods, materials or products, the Vendor shall not be liable for any damage that may result from their use.

C) In the event that the goods, materials or products are not used for a purpose or in accordance with a process generally accepted for products, materials or goods of the same type or for a purpose, which the Vendor has expressly accepted, no claim shall be admissible.

D) Once the Customer has made a complaint within the period of 10 days stipulated herein, the Vendor will replace or reimburse, at its discretion, any goods, materials or products found to be non-conforming or suffering from a hidden defect, to the exclusion of all damages.

E) No claim for late delivery may be made if the following conditions are not met:

- Receipt of the order,
- Receipt of the export license and the Non Re-export Certificate (if applicable),
- Receipt of the materials or supplies that the Customer has undertaken to deliver (if applicable),
- Receipt of the deposit or advance payment (if applicable),

F) Similarly, the Customer will not be able to invoke a delay in delivery in the following cases:

- The Customer has not complied with its obligations relating to the order concerned,
- The Customer has provided incomplete, vague or erroneous information,
- The Customer is in arrears with its payments to the Vendor,
- The Customer has not set up the Letter of Credit in good time (if applicable),
- The Customer has not sent the certificate of non-re-exportation (if applicable),
- Any technical contingency, failure of one of the Vendor's suppliers, force majeure or fortuitous event, and in general any event beyond the Vendor's control,
- Delayed delivery at the Customer's request: in principle, delayed delivery is not acceptable. Any request for deferred delivery by the Customer will be the subject of negotiation and agreement, which may include an additional deposit, between the Vendor and the Customer. The Vendor also reserves the right to require a contribution to storage costs. If the product has to be recharged by battery, these costs, as well as any reconditioning costs, may be billed to the Customer in addition.

Article XVI. Acts of God and force majeure

Any case of force majeure which directly affects the fulfilment of the Vendor's obligations will have the effect of exonerating the Vendor from compliance with its obligations and will suspend performance in whole or in part until such time as the said event and its effects cease, without any risk of penalty.

A case of force majeure is considered to be any event or circumstance of an irresistible nature, in particular the following events and circumstances: strikes, administrative decisions, war, terrorism, insurrection, riots caused by third parties, excluding the Vendor's personnel; natural disasters such as arson or arson attacks, interruption of sources of supply of raw materials and energy, machine breakdowns, lightning, torrential rain, floods, storms, epidemics and pandemics.

Article XVII. Disposal of equipment waste

The Customer undertakes, on behalf of ARESIA, to comply with all present and future regulatory or legal provisions relating to the collection, treatment and elimination of electrical and electronic equipment that makes up all or part of the product. To this end, the Customer will be responsible for organizing and financing the collection and treatment of waste from this equipment. The Customer also undertakes to transfer this commitment to its successive purchasers up to and including the end user of the product. At the Customer's request, ARESIA can offer a take-back solution at the end of the product's life.

Article XVIII. Settlement of disputes

Sales subject to these General Terms and Conditions of Sale are governed by French law.

Any dispute or contestation relating to the performance or interpretation of our General Terms and Conditions of Sale shall, even in the event of a third party claim or multiple defendants, and in the absence of an amicable agreement, fall within the exclusive jurisdiction of the Commercial Court of Paris. Our drafts or acceptances of payment do not novate or derogate from this jurisdiction clause.

Any contrary clause, unless accepted in writing by our Company, shall be deemed unwritten.

In the event of a dispute, French law alone shall apply and the French language shall be used exclusively as a reference, with texts written in French taking precedence over texts translated or written in another language.