

PREAMBLE

The Seller is defined below as SAS SOREL (trading name: Rehlko), whose registered office is located at 18 rue de la Gâtine, ZAC du Cormier – BP 50 426 – 49 304 CHOLET – France. – Intra-Community VAT number: FR 89317993897 – registered with the Angers Trade and Companies Register: 317 993 897 00030 (Siret). Tel: +33 2 41 64 52 00 – email: sorel@rehlko.com

In accordance with applicable law, these general terms and conditions of the Seller apply to all orders placed with the Seller for its Products, Spare Parts, and Services. They may be adapted, within the framework of specific terms and conditions of sale, when the specific circumstances of the transaction so warrant. Any order placed with the Seller constitutes acceptance by the Buyer of these general terms and conditions of sale and a waiver of their own terms and conditions of purchase.

These general terms and conditions of sale may be adapted through specific terms and conditions of sale when the particular circumstances of the transaction so warrant. In the event of any discrepancy or contradiction between the specific terms and conditions of sale and these general terms and conditions of sale, the former shall prevail.

I. QUOTE AND ORDER

At the Buyer's request, the Seller may provide a quotation, which constitutes a firm commitment within the option period specified therein. The scope of supply of the Product, Spare Parts, and Services includes exactly and solely the Product, Spare Parts, and Services specified in the quotation.

The Seller's Order Acknowledgement constitutes a firm and final commitment to all the elements stipulated in the quotation.

The sales contract is only valid upon express acceptance by the Seller of the Buyer's Order, within one month of its receipt. After this one-month period, the Seller's failure to notify the Buyer in writing of the rejection of the Order or any reservations thereto shall constitute unconditional acceptance of the Order. The Seller shall not consider any conflicting and/or supplementary clauses that are not expressly accepted by the Seller in the acceptance of the Order.

In the event of a specific study duly agreed upon, the definition of the Product, Spare Parts, and Services will be based on the information provided by the Buyer to the Seller. In this regard, the Buyer undertakes to provide its best possible cooperation in defining the project by supplying all necessary information, particularly concerning the geographical location, environmental and neighborhood constraints, and applicable regulations in general and/or specific to the site; the Product and Spare Parts supplied are intended, unless otherwise expressly agreed by the Parties, to operate under "standard" service and usage conditions.

Pour les Produits, Prestations ou les Pièces de Rechange qui ne sont pas compris dans le devis du Vendeur, les nouveaux prix et délais, ainsi que tout élément substantiel, sont négociés et acceptés entre l'acheteur et le vendeur, avant toute exécution.

The Buyer must specify the level of urgency and the delivery method according to Incoterms® 2020 on their Spare Parts Order.

If the Buyer modifies the Order, the Seller may invoice the Buyer for additional logistical and administrative fees.

II. CANCELLATION OR SUSPENSION / INTERRUPTION OF THE ORDER

In the event of suspension, interruption, or cancellation of the order by the Buyer, all payments made, including deposits, shall be retained by the Seller as of the date of suspension, interruption, or cancellation to cover expenses and costs related to the cancellation of the order. Furthermore, if the Buyer has not paid any deposit to the Seller, the compensation shall be equal to 25% (twenty-five percent) of the order amount. Deliveries already made but not yet invoiced must be paid for by the Buyer according to the payment terms stipulated herein.

If the Buyer cancels and/or suspends the order for reasons beyond the Seller's control, the Buyer shall compensate the Seller for all reasonable costs incurred as a result of such suspension.

Should the Buyer fail to meet the project milestones attributable to them, the Seller reserves the right to establish a new delivery schedule. This revised schedule will take into account any delays observed, as well as factory availability, and will become the new contractual schedule, automatically replacing the previous one. The Buyer acknowledges that any modification of the initially agreed milestones may result in a delay in delivery without this being considered a breach of the Seller's obligations.

III. PACKAGING, DELIVERY METHOD & TRANSPORT - DELIVERY TIME

I- PACKAGING

Unless otherwise agreed between the Parties, the Seller will provide protective packaging such as plastic film for Products or cardboard for Spare Parts. The Seller shall not be held liable for any damage resulting from the method or duration of storage, or from any other event occurring after delivery.

However, the Seller may, at the Buyer's express request, provide a specific type of packaging requested by the Buyer. This additional service must be ordered separately.

II- DELIVERY METHOD & TRANSPORT

Unless otherwise stipulated, delivery is Ex-Works (EXW), Agreed Place, according to Incoterms® 2020. The Buyer bears all costs and risks associated with transporting the Product or Spare Parts from the agreed place or the Seller's factory to the desired destination. Depending on the Incoterms used, the cost of transport and documentation required for delivery may be subject to a specific quote from the Seller to the Buyer.

If the Seller arranges transport and delivery, the Buyer must inspect the shipments upon arrival of the Product or Spare Parts and, if necessary, pursue any claims against the carrier. In particular, if any missing items or damage to the Product or Spare Parts are duly confirmed and documented upon delivery, the Buyer is required to file any reservations with the carrier at the time of delivery, so that the parties' rights against the carrier are protected.

Le Vendeur peut souscrire pour le compte de l'acheteur et sur demande expresse de celui-ci, une couverture d'assurance destinée à garantir l'acheteur des dommages susceptibles d'être occasionnés au Produit ou aux Pièces de Rechange pendant la phase de transport. En cas de sinistre pour lequel la garantie liée à l'assurance souscrite s'exerce, il est expressément convenu que l'acheteur conservera à sa charge la franchise, prévue dans la police d'assurance souscrite par le vendeur.

If delivery is delayed for any reason beyond the Seller's control, the equipment will be stored and handled, if necessary and with the Seller's consent, at the Buyer's expense and risk; the Seller accepts no liability. The Seller will provide free storage for a period of two (2) weeks from the date the Product or Spare Parts are made available. After this two (2) week period, and upon written notification from the Seller, storage fees may be charged to the Buyer at a rate of 1% of the Buyer's Order value per month of storage. Any month commenced will be due in full; a minimum storage fee of €100 (one hundred euros) will be charged.

Furthermore, if the Buyer does not take delivery of the Product or Spare Parts under delivery terms other than "Ex-Works (EXW), Agreed Place" according to Incoterms® 2020 within 2 (two) weeks from the date of formal notification by the Seller, then the Seller reserves the right to change the delivery terms to "Ex-Works (EXW), Agreed Place" according to Incoterms® 2020. Upon expiry of the 2 (two) week period, the Seller will be entitled to invoice the order.

Unless expressly requested by the Buyer, the Seller may arrange the delivery of Spare Parts, in part, depending on the availability of the Spare Parts ordered.

III- DELIVERY TIME

The delivery time is the time agreed upon between the Buyer and the Seller. If no time is agreed upon, the Seller's Order Acknowledgement will specify the delivery time.

Should the Seller experience a delay, they will notify the Buyer as soon as possible. Any delay in delivery or performance shall not justify cancellation of the Order and shall not give rise to any compensation or damages whatsoever.

In the event that contractual penalties for late delivery are expressly agreed upon, said penalties are fixed, final, and exclusive of any other sanction, and may not exceed a maximum of 5% (five percent) of the pre-tax amount of the Order. They may not, under any circumstances, give rise to any set-off. The Seller is automatically released from any commitment relating to delivery or performance deadlines if the Buyer has not fulfilled its own obligations, including payment according to the agreed terms.

IV- RETOUR EXCEPTIONNEL DES PIÈCES DE RECHANGE

All returns of spare parts must be expressly requested by the buyer and duly accepted by the seller. A "Return Agreement" form, available upon request, will be sent to the buyer by the seller; this document must be included with the returned spare parts.

The replacement parts must be returned by the Buyer, at the Buyer's expense, within 30 (thirty) calendar days from the date the Buyer receives the "Return Agreement" duly signed by the Seller. After this period, the replacement parts cannot be returned or refunded.

Returned spare parts must be packaged and/or stored in their original packaging by the Buyer, must not have been installed, and must not have been damaged.

The Seller undertakes to issue a credit note within 30 (thirty) calendar days from the date of receipt of the spare parts, less an administrative fee equal to 30 (thirty)% of the invoiced amount of the returned spare parts.

The amount of accumulated assets over a calendar year "n" cannot exceed 10 (ten)% of the amount of Spare Parts Orders invoiced by the Seller to the Buyer during the calendar year "n-1".

Spare parts with an expiry date, obsolete parts, parts delivered to the Buyer more than two years ago, parts that were the subject of a unique and dedicated order to meet the Buyer's needs, cannot be returned.

The Seller reserves the right to refuse any return of Spare Parts; this refusal will be duly justified.

IV-1 Return of Spare Parts due to Seller Error

In this specific context, the Spare Parts must be returned by the Buyer within 45 (forty-five) calendar days from the date the Buyer receives the "Return Agreement," duly signed by the Seller. After this period, the Spare Parts cannot be returned or refunded. Properly returned Spare Parts will be credited by the Seller for the invoiced amount of the returned Spare Parts, plus any shipping costs incurred by the Buyer and duly documented.

III. ON-SITE SERVICE

By agreement between the Parties, the Seller may be required to carry out all or part of the assembly, testing, and industrial commissioning of the Product on site, with the exception of any asbestos removal operation, which always remains the exclusive responsibility of the owner of the existing premises in accordance with the regulations in force.

The execution of either of these services shall in no case constitute acceptance by the Seller in whole or in part of the intrinsic qualities of elements and/or services outside the supply of the Product and/or more generally of the environment in which the Product will be integrated.

In particular, on-site testing or commissioning operations carried out by the Seller shall in no case constitute knowledge and approval by the Seller of the conditions for installation of the Product and Spare Parts by the Buyer or a third-party company.

The fact that the Seller has been entrusted with the supply of the Product, Spare Parts and/or ancillary Services does not in any way exempt the Buyer from the obligations which result for him from the observation of the laws and regulations in force.

The Seller shall not be held liable in any way for any material and/or financial consequences of total or partial non-performance, late performance, or poor performance of services entrusted to a third party. On the contrary, the Seller shall be entitled to invoice the Buyer for any additional costs incurred.

The fact that the Seller assumes responsibility for conducting on-site assembly operations does not in any way exempt the Buyer from its duty to supervise the site during non-working hours.

Any postponement or cancellation of a Customer Service intervention by the Client must be subject to prior agreement between both parties regarding the terms of said postponement. In any event, if the cancellation occurs within 15 days prior to the start of the intervention, the Seller will automatically be compensated for all additional costs incurred as a result of such postponement/cancellation of the intervention date initially scheduled as defined in the Offer.

IV. TESTING AND ACCEPTANCE

When acceptance is planned at the Seller's factory and/or on site, the Product and its accessories are subject to acceptance tests in the presence of the Buyer.

The Seller will notify the Buyer, within a reasonable timeframe, of the date on which the acceptance tests will be carried out. If the Buyer is unable to attend the acceptance tests, and in order to avoid disrupting the overall order fulfillment process, the Seller may request a duly qualified third-party company to attend the acceptance tests in place of the Buyer, at the Buyer's expense and risk.

The Buyer may not refuse acceptance for minor defects that do not affect the Product's functionality.

Acceptance, with or without reservations, will be formalized by the signing of the Acceptance Report by the Buyer and the Seller, or a duly authorized third-party company. If acceptance is delayed for reasons beyond the Seller's control:

- The receipt is deemed to take place two (2) weeks from the date of notification by the Seller of the date on which the receipt was scheduled.

- The Seller reserves the right to pass on to the Buyer the costs associated with such a postponement, such as and in particular handling and storage costs, as well as any financial costs.

The Seller shall have a maximum of three (3) months from the effective date of acceptance to address any reservations raised during that acceptance process.

The Seller shall notify the Buyer, by registered letter with acknowledgment of receipt, of the completion of the Services, thereby addressing the reservations. The Seller and the Buyer shall then proceed to a formal acknowledgment of the resolution of the reservations.

The Buyer may not use any part of the Product if acceptance has not been formally declared. If the Buyer uses the Product at their own risk before acceptance, the Product shall be deemed accepted on the date of its use, and the warranty conditions defined in Article X shall apply thereafter.

V. PRICE AND PAYMENT TERMS

Prices are exclusive of all duties and taxes.

Prices quoted by the Seller reflect current exchange rates and economic conditions and may be subject to change by agreement between the Seller and the Buyer, particularly in the event of changes to delivery times and/or any other modifications.

Prices may also be revised by applying the adjustment or revision formulas specified in the offer.

In accordance with Article L.441-6 of the French Commercial Code, any invoice issued by the Seller to the Buyer must be paid within 45 (forty-five) days from the end of the month following the invoice date.

In order of priority, the payment terms are set forth:

- The Order Acknowledgement issued by the Seller

- The Order placed by the Buyer

Payments are due at the Seller's address, net and without discount. Any amounts not paid in cash will be covered by accepted drafts.

No deduction or set-off from the amount due may be made by the Buyer without the Seller's prior written consent.

In accordance with Article L.441-6 of the French Commercial Code, any late payment by the Buyer will automatically incur a late payment penalty, payable the day after the payment due date shown on the invoice, if payment is received after that date, as well as a fixed compensation fee for recovery costs, the amount of which is set by decree at €40.

The late payment penalty rate is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, without prejudice to the enforceability of the debt. Late payment penalties are due without prior notice.

The Buyer is released from its payment obligation upon actual receipt of the sums due. Payment is deemed to have been made on the date the funds are made available by the Buyer to the beneficiary or its assignee.

In the event of sale, transfer, pledge or contribution to a company of its business or equipment by the Buyer, as well as in the event that one of the payments or the acceptance of one of the drafts is not made on the date, the sums due become immediately payable, regardless of the conditions agreed previously.

VI. FORCE MAJEURE

Delays or failures to perform resulting from any cause beyond the reasonable control of either party, including but not limited to acts of God, riots or civil unrest, sabotage, terrorism, war, earthquakes, strikes, lockouts, accidents, fires, floods, explosions, epidemics, pandemics, or the absence of normal means of communication or transportation ("Force Majeure Event"), shall extend the performance period accordingly, but in no event for a period exceeding thirty (30) days following the commencement of such Force Majeure Event ("Force Majeure Period"). Neither party shall be liable for any losses, damages, detentions, or delays resulting from any of the foregoing causes or any other condition or event beyond the reasonable control of said party. The Seller has the right to terminate this Agreement in the event of a Force Majeure Event that continues beyond the Force Majeure Period. The occurrence of a force majeure event does not suspend the performance of a payment obligation of one party to the other under this agreement.

VII. SAFEGUARD CLAUSE

In the event of an economic or commercial occurrence arising after the Order that renders its execution detrimental to one of the parties, they will meet to review the situation and attempt to restore the initial balance. If the parties reach an agreement, an addendum will specify the new terms for the execution of the Order. If they cannot agree, and within one (1) month of the parties' first meeting, they will agree to terminate the Order.

VIII. RETENTION OF TITLE CLAUSE AND TRANSFER OF RISK

The Seller retains ownership of the Product or Spare Parts sold until full payment of the principal and any associated charges has been received. Failure to pay any installment may result in the Seller reclaiming the Product or Spare Parts.

If the Buyer has partially paid the price, this portion of the price remains the property of the Seller, notwithstanding the return of the Product or Spare Parts, pursuant to the retention of title clause, as liquidated damages for the loss suffered by the Buyer due to the Buyer's failure to fulfill the Order.

The transfer of risk occurs upon delivery EX WORKS, as stipulated in Article III-II above. Accordingly, from the moment of delivery, the Buyer assumes the risk of loss or damage to the Product or Spare Parts, as well as liability for any damage that the Product or Spare Parts may cause.

IX. COMMERCIAL GUARANTEE

I- Seller's Warranty Period

Unless otherwise expressly agreed between the Buyer and the Seller, the Product warranty period is 12 months from the date of delivery. Replacement parts or parts replaced are warranted for the remaining term of the warranty referred to in this article, without affecting the warranty period of other parts or components of the Product.

II- Terms and conditions of application and coverage of the guarantee

The Seller undertakes to remedy any malfunction of the Product or Spare Parts sold arising from a defect in design, materials, or workmanship (including assembly if this service is entrusted to the Seller), within the limits of the provisions below.

The Seller's obligation does not apply in the event of a defect arising from materials supplied by the Buyer or from a design imposed by the Buyer.

All warranties are also excluded for incidents due to unforeseen circumstances or force majeure, as well as for replacements or repairs resulting in particular from normal wear and tear of the Product or Spare Parts, damage or accidents resulting from negligence, lack of supervision or maintenance, and improper use of the Product or Spare Parts.

The warranty is granted only after inspection of the defective parts and their return to the Seller's workshops or those of its authorized agents.

It is the Seller's responsibility, upon notification of a defect covered by this warranty, to remedy the defect at its own expense and with due diligence. The Seller reserves the right to modify the Product or Replacement Parts, if necessary, to fulfill its obligations.

Under no circumstances does the Seller guarantee or assume any liability for consequential damages, including, but not limited to, the costs associated with installing a substitute Product or Replacement Part during the warranty period. The warranty is limited to the scope of coverage defined in this article.

Parts replaced under warranty become the property of the Seller.

To be eligible for warranty coverage, the Buyer must:

- Have fully paid the invoice(s) related to the Product or Spare Parts
- Immediately notify the Seller in writing of any defects attributed to the Product or Spare Parts and provide all supporting documentation. The Buyer must allow the Seller every opportunity to inspect and remedy these defects. Furthermore, unless expressly agreed to by the Seller, the Buyer must refrain from carrying out the repairs themselves or having them carried out by a third party.
- Buyer's Obligations:
 - To be able to invoke the benefit of these provisions, the Buyer must:
 - Notify the Seller, without delay and in writing, of any defects attributed to the equipment and provide all supporting documentation regarding their existence,
 - Give the Seller every opportunity to verify these defects and remedy them,
 - Furthermore, unless expressly agreed to by the Seller, refrain from carrying out or having carried out by a third party any repairs, modifications, or modifications by a third party to any component of the equipment.

It is the responsibility of the Seller, once notified, to remedy the defect with all due diligence. The Company reserves the right to modify the supplies if necessary.

XI. LIMITATION OF LIABILITY

The Seller shall not be held liable for any malfunction or failure to start the Product or Spare Parts due to any negligence on the part of the Buyer and/or a third party. The Seller is liable only for proven faults, errors, or omissions committed by its own personnel, and specifically disclaims all liability for any incident that may arise from the installation, implementation, operation, maintenance, or servicing of the Product or Spare Parts by a third party.

The Buyer waives any right to claim for intangible and/or indirect damages, including but not limited to business interruption losses.

The Seller's liability is limited to a fixed sum equal to the order amount excluding taxes but may not exceed one (1) million euros per event per year. The Buyer hereby waives all recourse beyond the aforementioned exclusions and limitations and guarantees that its insurer and/or any third party will also waive any right of recourse against the Seller and/or its insurer. These limitations do not apply in cases of gross negligence and/or personal injury.

All penalties and/or compensation expressly agreed upon between the Seller and the Buyer shall be in the nature of fixed damages, which shall be binding and exclusive of any other sanction or compensation.

In the event of a damaging event, the Buyer and the Seller undertake to limit the consequences of said event to the greatest extent possible.

When performance is expected by the Buyer with regard to achieving industrial or economic results, this performance must be expressly stated in the Order and accepted by the Seller.

In any event, the Seller is exempt from all liability in the event of force majeure or fortuitous event, such as but not limited to strike, lockout, stock shortage of parts, acts of terrorism, war, epidemic, requisition, fire, floods, equipment accident, interruption or delay in transport, etc... In the event of definitive impossibility, the contract will be automatically terminated.

XII. INDUSTRIAL AND INTELLECTUAL PROPERTY

The Buyer acknowledges that all intellectual property rights, regardless of their nature, as well as the know-how used in the design and manufacture of the Product, or incorporated therein, shall remain the sole property of the Seller, and that under no circumstances shall the transfer of ownership of the Product be considered a transfer of intellectual and industrial property rights. This stipulation does not preclude the Buyer from using the Product for its own purposes within the limits expressly agreed upon by the parties.

The Seller retains all intellectual and industrial property rights, technology, and know-how, whether patented or not, in studies, plans, models, and all documents or information issued or transmitted by the Seller to the Buyer or which the Buyer may have accessed during the execution of the Order. These documents and information may only be used by the Buyer and exclusively for the purposes of fulfilling the Order. They are confidential and may not be disseminated, published, or otherwise communicated to third parties without the Seller's express prior authorization. The Seller must return these documents and information to the Seller upon first request or in the event of termination of the contractual relationship. The Buyer must take all necessary measures to ensure that its employees, subcontractors, and/or customers comply with the confidentiality of the information thus transmitted.

XIII. ANTI-CORRUPTION CLAUSE

The Buyer certifies that it is in compliance with, and will continue to be in compliance with, all applicable American, European, French, and local anti-corruption laws. The Buyer is prohibited from making (or accepting) any unlawful payments or offers, or engaging in any corrupt practices, whether directly or indirectly, with respect to any individual or entity, including, but not limited to, any government, government official, employee of a private or state-owned enterprise, political party representative, or political candidate, in order to obtain or maintain a commercial advantage.

The Seller reserves the right to cancel any Order or terminate any contract, at its sole discretion, if it determines that the provisions of this clause have not been properly complied with or cannot be complied with by the Buyer.

XIV. PERSONAL DATA

In the event that the Parties have access to personal data for the purpose of performing the Order, the Parties are respectively required to comply with the applicable law relating to personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The Seller is particularly committed to protecting and respecting privacy. The Buyer can consult the Seller's personal data protection policy by clicking on the following link:
<https://www.powercontrol.rehlko.com/politique-de-cookies-ue/>

The Seller collects the Buyer's personal data for the management of their order (shipping and collection of Products, application of warranties, after-sales service) and the maintenance of their business relationship. This personal data may therefore be shared with the Seller's partners solely for the purpose of order fulfillment, in accordance with these General Terms and Conditions of Sale.

The Seller's personal data protection policy informs the Buyer of its practices regarding the collection, use, and retention period of personal data, as well as the security measures implemented. The Buyer has the right to access, delete, object to, and rectify their personal data. The Buyer can exercise these rights by clicking on the following link:
<https://www.powercontrol.rehlko.com/politique-de-cookies-ue/>

XV. COMPLIANCE WITH EXPORT CONTROL RULES

The Buyer agrees to comply with all applicable export laws and regulations of the United States, Europe, France and any other country ("Export Laws") to ensure that the Product and/or Spare Parts, and/or any part thereof, are not exported, directly or indirectly, in violation of export laws, or used for purposes prohibited by Export Laws.

The Products and Spare Parts, as well as all related services and technologies (the "Deliverables"), are subject to U.S. and/or European export control and economic sanctions laws and regulations.

The Buyer may not, directly or indirectly, export, re-export, transport, transfer, re-transfer, or permit the use of the Deliverables to, in, through, or for any sanctioned, embargoed, or prohibited countries, persons, or end uses, except with governmental authorization.

If the Buyer transfers the Product or Spare Parts delivered by the Seller to a third party, the Buyer must, in particular, comply with Export Laws.

Before any transfer and/or (re)export of a Product or Spare Parts to a third party, the Buyer must, in particular, verify and guarantee :

- That they do not contravene the rules relating to embargoes imposed by the UN, the European Union, the United States, and/or France.

- That they do not contravene the rules, imposed by the UN, the European Union, the United States, and/or France, relating to international sanctions targeting certain countries, groups, individuals, or entities.

- That such a Product or Spare Part is not intended to be used in direct or indirect connection with an activity or end use related, without limitation, to the proliferation of nuclear weapons, nuclear-powered maritime propulsion, missiles, rocket systems, unmanned aerial vehicles, or chemical or biological weapons.

The Buyer shall indemnify, defend, and hold harmless the Seller against any and all claims, demands, and/or damages suffered by the Seller arising from a breach of the obligations set forth in this article; the Buyer reserves the right to immediately cancel the order in the event of a breach of these provisions, without the Buyer being entitled to any compensation or financial redress.

XVI. APPLICABLE LAW AND JURISDICTION

French law shall apply to the exclusion of all other laws.

In the event of any dispute, the Buyer and the Seller shall endeavor to reach an amicable agreement. If no amicable agreement is reached within 30 (thirty) days from the date of the first notification, any legal action shall be brought before the Commercial Court of Paris (France), which shall have sole jurisdiction, even in the case of incidental claims, multiple defendants, or third-party claims.