

**ARTICLE 1 - PURPOSE AND SCOPE**

**1.1.** These general terms and conditions of sale apply to all sales of equipment and deliveries of services entered into by Groupe Airwell SA (hereinafter the "Vendor"), a public limited company (société anonyme) with a capital of 217 361 euros whose registered office is located at 10, rue du Fort de Saint Cyr, 78180 Montigny le Bretonneux, France, entered in the Versailles trade and companies register under number 752 800 862 from a professional buyer, understood as any natural or legal person, public or private, who acts for purposes within the framework of his commercial, industrial, craft, liberal or agricultural activity, including when they act in the name and on behalf of another professional. These general terms and conditions of sale are not applicable to a consumer or non-professional buyer.

**1.2.** "Equipment" refers to finished products, accessories, and spare parts.

**1.3.** Any order implies full and unconditional acceptance of these general terms and conditions of sale, which prevail over any other document of the buyer, particularly its general terms and conditions of purchase, unless otherwise expressly agreed beforehand by the Vendor.

**1.4.** If the Vendor does not invoke any clause within the general terms and conditions of sale at a given moment, this may not be interpreted as waiving its rights to invoke such clauses or these general terms and conditions of sale subsequently.

**ARTICLE 2 - GENERAL INFORMATION: CATALOGUES, DOCUMENTATION**

**2.1.** Due to the speed of technological developments and changes to standards or safety improvements in the sector concerned, any information, indication, or item of value transmitted on any medium, whether it comes from the manufacturer or the Vendor, is given for information purposes only. These parties reserve the right to make any modification to the equipment whose prints, photographs, or drawings appear in such documents, at any time and without notice. No document provided by the Vendor is to be considered as a contractual element, and the Vendor cannot be held liable for such documents.

**2.2.** Where the proposed equipment is selected by the Vendor on the basis of information provided by the informed professional buyer, the buyer is always responsible for ensuring that the characteristics of the equipment proposed by the Vendor are actually suitable for its needs, with regard to both performance and the possibilities of implementation. In addition, if the buyer resorts to hiring the Vendor's engineers or technicians for a study or project, the Vendor may not be held responsible, and the buyer undertakes to consult an expert in the field for, among other things, the selection and sizing of the equipment, as well as its installation and commissioning.

**2.3.** The buyer must not modify the markings affixed on the equipment or packaging, add any other marking, or use the Vendor's markings, names, or trademarks in any way not expressly authorized.

**ARTICLE 3 - ORDERS AND QUOTATIONS**

**3.1.** Orders are fixed. Once accepted, the order or quotation may only be modified or cancelled by the buyer with the Vendor's prior express consent. The buyer shall be liable for any order cancellation, even partial, and the Vendor shall be entitled to compensation in the form of a penalty set in the amount of the cancelled order, without prejudice to any other damages.

**3.2.** Any acceptance of an order or quotation must be written. Sales are final only after the express acceptance in the form of the Vendor issuing an acknowledgement of receipt of the buyer's order. The Vendor reserves the right to accept or reject any order within a maximum of five business days from its receipt.

**3.3.** The buyer must check the acknowledgement of receipt of the order, and report any error or omission to the Vendor within a maximum period of 48 hours from its receipt. Beyond this period, the order becomes final for the buyer. If a buyer places an order with the Vendor, without having paid for its previous order(s), the Vendor may refuse to fulfil the order and deliver the equipment in question, without the buyer being able to claim any compensation for any reason whatsoever.

**3.4.** The Vendor reserves the right, even after partial fulfillment of an order, to require guarantees or to cancel the order(s) or balance of orders in progress in the name of the buyer, without any kind of compensation, in the following cases: deterioration of the buyer's credit, failure to file documents and instruments with the registry of the commercial court, downgrading of the buyer's rating by the Vendor's credit department, refusal of a credit insurer or a factor to cover the amount of the sale, change or modification in the financial or legal capacity of the buyer, listings or liens on the buyer's business or in general, in case of a change in the buyer's situation.

**ARTICLE 4 - DELIVERY AND TRANSPORT**

**4.1.** Unless there are provisions or an agreement to the contrary, the transport/delivery costs are borne by the purchaser. The reference incoterms are FCA purchaser's warehouse or FOB port of shipment from the manufacturing plants.

**4.2.** The delivery lead times are given for information purposes only. In no case may exceeding the lead times justify the cancellation of the order or the awarding of damages. However, if the equipment still has not been delivered two months after a formal notice has remained unacted on, for any reason other than force majeure (as defined in article 6.2), the order may then be cancelled at the request of either party; the buyer may obtain a refund of its advance payment to the exclusion of any other compensation or damages.

**4.3.** In accordance with Article 133-3 of the French commercial code, any delivered equipment that was not the subject of reservations by registered letter with acknowledgement of receipt within three days of receipt (not including holidays) to the transporter, a copy of which shall be simultaneously sent to the Vendor, shall be considered accepted by the buyer.

**ARTICLE 5 - RECEIPT AND RETURN OF EQUIPMENT**

**5.1.** Complaints about apparent defects or the non-compliance of the delivered equipment must be expressed in detail on the delivery slip and by registered letter with acknowledgement of receipt, and sent to the Vendor's registered office within 72 hours after delivery. Beyond this period, the received equipment shall be considered compliant with the order. It shall be up to the buyer to provide, with its complaint, any justification as to the reality of the defects or anomalies observed. The buyer shall give the Vendor every opportunity to investigate such defects and find a solution.

**5.2.** In any case, the buyer may not return the equipment without authorization from the Vendor. The Vendor shall be responsible for the costs and risks of the return solely in the event that an apparent defect or missing items are actually noted by it or its representative. If a claim proves justified, the return shall be the subject of an exchange or a credit memo, at the Vendor's choice, without the ability to demand any compensation or damages in any capacity whatsoever. Any return of equipment previously accepted due to the buyer, including but not limited to an order error or incorrect information communicated for a calculation or an order made by the buyer, shall automatically result in a discount of 20% from the amount of the equipment in question excluding taxes, in order to take account of the costs of repackaging and any other charges, including transport, generated by this return. The buyer shall be responsible for the return transport.

**ARTICLE 6 - PRICE - PRICELIST AND PRICE REDUCTIONS**

**6.1.** Unless there are provisions or an agreement to the contrary, prices are set in euros excl. tax and FCA purchaser's warehouse for sales from the seller's stock, or FOB port of shipment from the manufacturing plants. For sales from manufacturing plants, a handling/freight/loading fee of 470 euros per container (regardless of container type) will be charged.

**6.2.** Equipment is sold based on the Vendor's pricelist still valid on the date of each placed order, or on the date of issue of each quote, subject to delivery occurring no later than the end of the second calendar month following that date. Beyond that period, any price change before delivery shall be automatically applicable.

**6.3.** No discount shall be applied by the Vendor for cash payment or for payment earlier than the period indicated in these general terms and conditions of sale, or on the invoice issued by the Vendor.

**6.4.** Unless otherwise agreed, the Vendor may grant the buyer discounts on the valid pricelist, including in the form of premiums, at the time when the order is placed, depending on the turnover excluding taxes generated annually or over a given period, and/or the quantity/nature of the purchased finished products and/or services possibly rendered by the buyer. These discounts may be fixed and/or gradual and may vary according to the buyer category.

**6.5.** If one of the criteria for application of these price reductions or any one of the clauses of these terms and conditions of sale is not met, the cancellation of such price reductions shall be immediately retroactive over the entire year in question. Consequently, if price reductions have already been applied by the Vendor during the year in question, they must be returned by the buyer on simple request.

**ARTICLE 7 - PAYMENT TERMS**

**7.1.** For any company based outside France, invoices shall be payable according to the payment period negotiated and agreed by the Vendor. For all French companies, invoices are payable within a maximum period of 45 days, end of month, or 60 days from the invoice issue date. For summarized invoices issued at the end of the month, the period must not exceed 45 days from the invoice issue date (article L. 441-6 of the Code of Commerce).

**7.2.** The Vendor reserves the right to require one or more advance payments when the order is placed and/or before shipment. Any commercial paper (bill of exchange or promissory note) presented for acceptance must be returned within eight clear days of its receipt by the buyer.

**7.3.** In accordance with Articles L. 441-3, L. 441-6, and D. 441-5 of the French commercial code, any payment delay automatically results in, in addition to late payment penalties at a rate equal to three times the statutory interest rate (i.e., 3.12% in the first half of 2022 updated each half-year period by the Minister of the Economy, with the understanding that this rate shall apply to the amount of the invoice including all taxes), an obligation for the debtor to pay 40 euros in recovery charges if the invoice has not been settled on the day following the payment date appearing on the invoice. In addition, in case of a late payment or a partial payment, (i) the Vendor may suspend all current and/or future orders; (ii) 48 hours after a formal notice has remained unacted on, the sale shall be automatically terminated, if so desired by the Vendor, which may move for summary proceedings for the return of the equipment, without prejudice to any other action and/or damages. The buyer must reimburse all costs caused by the non-payment (including return costs on unpaid debts) and the recovery of sums due, including fees of ministerial officers and/or recovery companies.

**7.4.** By no means may payments be suspended or offset without the Vendor's prior written approval. Any partial payment shall first be applied to the non-preferential part of the debt, then on the amounts with the earliest due date.

**ARTICLE 8 - RETENTION OF TITLE AND TRANSFER OF RISKS**

**8.1.** The transfer of ownership of the equipment is subject to the full payment of the price by the buyer. The buyer undertakes to maintain the equipment in good condition and insure it against all risks, for which the buyer shall be fully liable in all cases, as from their delivery. In order to permit any action for recovery by the Vendor, the buyer must ensure that the equipment can be individually identified.

**8.2.** The Vendor may recover its equipment regardless of whose possession it is in, in case of non-payment of the price by the buyer or insolvency thereof, even when such equipment has been handed over to a third party. If the equipment was resold, the buyer must notify the new buyer of the existence of the retention of title clause.

**ARTICLE 9 - LOCAL STANDARDS AND COMPLIANCE**

**9.1.** As concerns European countries subject to the FGAS EU517/2014 regulation, the importer of the products bears sole liability to the European authorities for the declaration of the FGAS quotas. Therefore, for orders from Airwell's central stock located in France, the FGAS quotas are quoted by Airwell; no further action is to be taken by Airwell customers. For drop-shipped orders, imported directly from plants outside of Europe, the Airwell customer importing this order bears sole liability for the declaration of the FGAS quotas to the relevant authorities. The latter must complete the declaration paperwork in its own country. Airwell may, at the customer's request, sell and transfer FGAS quotas but Airwell shall not be held liable under any circumstances for a failure to declare quotas or any error in the quantities declared. The importing customer bears sole liability for the declaration of FGAS quotas.

**9.2.** Any entry of goods into the European Union or a third country is the sole responsibility of the importer. In this sense, the buyer is solely responsible for ensuring the conformity of the products it imports. Airwell cannot be held responsible if the products do not comply with the local standards when they enter the "destination" territory (release for consumption). The buyer must provide in advance all the documents necessary for the compliance of the imported products in the "destination" territory (release for consumption). Airwell strongly recommends a pre-departure inspection of the goods, at the customer's (buyer's) expense, to ensure the compliance of the imported goods. After research and analysis, Airwell reserves the right to refuse the order or to modify the pricing.

**ARTICLE 10 - ASSIGNMENT OF JURISDICTION - APPLICABLE LAW**

These general terms and conditions of sale are subject to French law. Any dispute shall be under the exclusive jurisdiction of the VERSAILLES COMMERCIAL COURT, even in case of interim proceedings, incidental claims, or multiple defendants or introduction of third parties.

**ARTICLE 11 - INTELLECTUAL PROPERTY**

**11.1.** The buyer is authorized, on a precarious basis, to use the brand, the commercial name, the sign, the graphic elements and other distinctive signs relating to the Vendor's equipment for the sole purpose of identifying and promoting them and in the exclusive interest of the Vendor. This right of use does not confer any ownership rights to the buyer. The buyer undertakes not to register and not to be the owner of trademarks, models, domain names, patents, signs, trade names, product references and other distinctive signs belonging to the Vendor (or of which it has the use) or which could lead to confusion with its own.

**11.2.** With regard to the Vendor's graphic elements, such as logos or photographs, the buyer undertakes to use and reproduce them only in strict compliance with the quality of the image and the format of the original graphic elements. The buyer shall not modify them or use them in such a way as to degrade the brand image of the Vendor or those image of the Vendor or of his equipment.

**11.3.** The buyer's right to use the Vendor's trademarks, trade names or other distinctive signs shall cease immediately when the business relationship with the Vendor ceases for any reason whatsoever. Same applies to non-compliance by the buyer with the conditions of use described in this article may result in the termination of this right of use at any time by simple letter.

**ARTICLE 12 - PRIVACY POLICY**

**12.1.** Any order for equipment implies the processing, by the Vendor, of personal data within the meaning of European Regulation 2016/679 of 27 April 2016 and Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms in its current version (hereinafter collectively the "Applicable Laws"), which relate to the buyer and/or the natural person, representative of the buyer, who places the order in the name and on behalf of the buyer.

**12.2.** The Vendor declares that it complies with the Applicable Laws and, in particular, implements the principles of personal data protection, notably the principles of lawfulness, proportionality, transparency and data minimization as set forth in the Applicable Laws.

**12.3.** The manner in which such data is collected and processed by the Vendor, as well as a description of the buyer's rights with respect to such data, are set out in the privacy policy adopted by the Vendor and available on its website at the URL <https://www.airwell.com/en/privacy-policy/>.

**12.4.** The Vendor's privacy policy is an integral part of these terms and conditions of sale.

THESE GENERAL TERMS AND CONDITIONS MAY BE SENT TO YOU IMMEDIATELY IN LARGE PRINT ON SIMPLE REQUEST. AS THESE TERMS AND CONDITIONS ARE ESSENTIAL TO THE VENDOR'S COMMITMENT, WE INVITE YOU TO CONTACT US IF THEIR READABILITY IS NOT SUITABLE FOR YOU.