

GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

(Bertin Technologies and its French subsidiaries)

Article 1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale apply to any Order for a Product, or any sale of a Service concluded between the Seller and the Customer. Ordering Products or Services from the Seller implies that the Customer acknowledges having read and accepted without reservation all these General Terms and Conditions of Sale.

The Seller expressly reserves the right to modify and/or supplement the content of its General terms and Conditions of Sale at any time.

In these General Terms and Conditions of Sale, the following expressions are defined as follows:

"Agreement": includes the documents listed in Article 2 hereto.

"Custom Product": any product produced by the Seller for the Customer's needs and Specifications.

"Customer": the natural or legal person listed as the buyer on the Order.

"General Terms and Conditions of Sale" or **"GTCS"**: these general terms and conditions of sale defining the terms and conditions applicable to any Order between the Seller and the Customer.

"Offer": the Seller's latest commercial and technical proposal, with a view to performing the Services or selling the Products.

"Order": any document, regardless of its form, drawn up based on the Offer and any specific conditions defined by written agreement between the Customer and the Seller. Without the express agreement of the Seller, the Order may not exceed the content of the Offer.

"Party" or **"Parties"**: the Seller and the Customer, individually or collectively.

"Product": the product or equipment described in the relevant Order, constituting, as the case may be, a Standard Product or a Custom Product.

"Seller": the legal entity selling the Product or Services, namely Bertin Technologies and any French company controlled by Bertin Technologies within the meaning of Article [L233-1](#) of the French Commercial Code;

"Service": the implementation of a project and/or all the services provided by the Seller to the Customer under the Order.

"Specifications": any document expressing the Customer's needs, in particular the technical specifications, and serving as the basis for issuing the Offer.

"Standard Product": any product included in the Seller's catalogue.

Article 2. CONTRACTUAL DOCUMENTS

The Agreement consists of the following documents, which are interpreted in decreasing order of priority, as follows:

- The Order, to the exclusion of the Customer's general terms and conditions of purchase,
- Where applicable, the contract signed between the Parties (framework, single or listing contract),
- The Offer, including the GTCS that form an integral part thereof,
- The Specifications.

These GTCS may be amended by inserting Special Terms and Conditions ("STC") negotiated between the Parties by means of a written agreement.

The provisions of the STC and the GTCS form a whole with the Offer.

The Customer's general terms and conditions of purchase are expressly excluded.

Article 3. ACCEPTANCE OF THE ORDER

The Order shall only become firm and final after written acceptance and confirmation by the Seller.

Unless otherwise indicated in the Agreement, the performance of an Order is subject to the payment of a deposit of 30% of the total amount of the Order in question.

Any commencement of performance of the Order by the Seller, at the express request of the Customer, shall constitute unreserved acceptance by the Customer of the GTCS.

Article 4. CANCELLATION OF ORDERS

Standard Product Orders cancelled by the Customer within thirty (30) days of the initially agreed delivery date may be invoiced by the Seller at 30% of the amount excluding VAT of the cancelled Order, without prejudice to invoicing in addition any costs incurred by the Seller.

Furthermore, the following provisions apply to Orders for which performance has begun:

- In the event of an Order relating to a Standard Product, the full price of the Products already delivered shall remain payable.
- In the event of an Order relating to a Custom Product, an order for which performance has begun means not only the part of the Order being manufactured and/or delivered but also the specific supplies of stock related to the Order and existing on the Seller's premises, as well as any stocks related to the Order that could not be cancelled from the Seller's suppliers and subcontractors. The portion of the Order performed shall be invoiced at a cost determined by the Seller, based on the Products already delivered or during delivery, the cost of materials and the labour costs used to make this Order. Such costs shall be increased by an appropriate profit margin of the justified costs and expenses incurred in completing a transaction hereunder.

Orders for Services for which performance has already begun may not be cancelled.

In any event, advance payments received by the Seller shall be automatically retained by the Seller.

Article 5. OBLIGATIONS OF THE PARTIES

5.1. Obligations of the Seller

The Seller undertakes to perform the Services in accordance with the provisions of the Order and the best practices generally applied in its field of competence on the date of acceptance of the Order, under a general obligation of means.

5.2. Obligations of the Customer

The Customer undertakes to collaborate in good faith with the Seller and to communicate to it, as soon as possible, all the information and technical specifications necessary for the performance of the Services. The Customer guarantees the accuracy, precision and completeness of the information and data transmitted to the Seller, particularly in the Specifications.

5.3. Obligations of the Parties in the event that personnel are assigned to the performance of the Services

In the context of the performance of the Services, the Seller shall in all circumstances retain hierarchical and disciplinary authority over its personnel, for whom it shall also be responsible for the administrative, accounting, and social management, even when the Services are performed in the Customer's premises. Any notion of contract for the provision of personnel falling within the scope of temporary work is excluded. The Customer shall refrain from giving orders directly to the Seller's staff and undertakes to communicate with such staff only in the presence of, or by informing, the Seller.

Article 6. FINANCIAL CONDITIONS

The Product is supplied at the rate (excluding any taxes) stated in the Offer sent to the Customer. Unless otherwise provided for in the Agreement, a deposit of 30% of the total amount of the Order shall be invoiced upon acceptance of the Order by the Seller. Invoicing shall be based on a schedule defined in the Agreement and, failing that, on the acceptance of the Products as provided for in Article 12 of these GTCS.

The Service is performed according to the price (excluding any taxes) defined in the Offer, by reference to the Services provided, the competence of the staff, the resources used and the costs that the Seller incurs for performing the Services. Invoicing for the Services shall be established on the basis of statements, work orders, any other document certifying the performance of the Services and/or the schedule defined in the Agreement.

The Seller shall price the Services based on the nature, importance, and conditions of performance of the Services. This price is based on the principles that (i) the Services shall be performed according to the Seller's techniques and procedures; (ii) the Services shall comply with the French regulations and standards in force at the time the Seller's Offer is drawn up or, failing that, with the rules and specifications applied by the Seller, its suppliers or subcontractors; (iii) no discrepancy is observed between the alleged condition of any equipment on which the Services must be performed, as assessed at the time of the prior diagnosis, and their actual condition; and (iv) the Services shall be performed in accordance with the programme and the organisational

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resources, in terms of personnel and equipment, defined in the description of the Services in the Agreement.

Any variation in relation to these principles shall result in either a revision of the Offer or, if the Agreement is already formed, an adjustment of the price and other conditions by means of an amending rider.

For Services performed at the Seller's factory or on the Customer's site, the terms of payment are as follows:

- 100% upon completion of the Service, as evidenced by the signing of a Service completion report and/or
- 100% upon delivery of the Product in accordance with the conditions set out in the Order or, at the latest, three (3) weeks after the Seller has made the equipment available to the Customer at the factory.

It is understood that all invoicing will be for a minimum of 170 euros excluding any taxes.

For any type of price, all taxes, duties, fees, charges, packaging and shipping costs, withholding tax, export costs, insurance, and any other costs, if applicable, shall be borne by the Customer. It is understood that all these costs will remain payable to the Seller, particularly in the event of the Product being taken back by the Seller.

By derogation from Article 1223 of the French Civil Code, the price may not be subject to any unilateral and extra-judicial reduction at the initiative of the Customer for imperfect performance of the Seller's obligations.

Article 7. PAYMENT

Unless otherwise provided for in the Agreement, invoices shall be payable, in euros, thirty (30) days from the invoice date, by bank transfer.

In the event of late payment (or any other breach of its obligations) by the Customer, the Seller is authorised to suspend its Services automatically, without formality. Pursuant to Article L441-10 of the French Commercial Code, the sums due shall automatically bear interest, without prior notice, as from their due date, at the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, without prejudice to any damages that the Seller may claim. Fixed compensation for recovery costs of forty euros (€40) shall be charged in addition to these penalties. Late-payment penalties and flat-rate compensation are payable on receipt of the notice informing the Customer that they have been debited.

The Customer expressly waives any right to set off any receivables or claims against the Seller.

All the Services for which performance has begun with the Customer's explicit or tacit consent must be paid for, without the latter being able to claim the absence of any Order or Agreement to avoid payment.

If the delivery date is postponed at the Customer's request, the Customer must pay the total amount of the invoice on the contractually agreed initial delivery date.

Any additional costs resulting from the postponement of the delivery date, and those relating to the safekeeping of the Products, shall be invoiced to the Customer.

Article 8. REVISION OF THE PRICE OF SERVICES

The prices of the Services shall be revised upwards automatically every year on the 1st of January, according to the Syntec index increase and the following formula: $P = P_0 \times (S / S_0)$ where:

- P represents the price of the Services after revision,
- P₀ represents the price stipulated in the Agreement,
- S represents the most recent Syntec index known on the revision date,
- S₀ represents the reference Syntec index.

In the event of the disappearance of the Syntec index, the Parties shall agree on the choice of a replacement index. Failing this, express jurisdiction is granted to the Presiding Judge of the Versailles Commercial Court to determine the new index to be included in the aforementioned revision formula.

In the event of a significant increase in the price of the components and/or raw materials for the Products, the Seller may reassess its prices. The Parties shall meet to discuss the impact on the Agreement.

Article 9. SERVICES PROVIDED ON CUSTOMER'S SITE

9.1. Cost of Services

The fixed rates for the Seller's services include hours of on-site labour, accommodation, transport, and travel costs for the Seller's technician and, where applicable, vehicle hire. They have been calculated on the assumption that there are no impediments to the work or interruptions beyond the control of the Vendor.

The following are impediments, without this being limitative:

- Any restriction on the Vendor's freedom of access to or movement within the premises;
- Delay in making available the premises and/or places in which the Services are to be performed;
- Delay in the performance of Services which are not part of the Seller's contractual supply, and which are prior to the Seller's intervention.

Furthermore, if, because of these circumstances, the contractual deadlines cannot be met, they will be extended by a period at least equal to that caused by these impediments. A new date will then have to be determined by mutual agreement between the Parties.

9.2. Response times

On-site Services are planned on receipt of the Order according to:

- The Seller's planning availability,
- Product availability.

9.3. Postponement of delivery / commissioning

If, for reasons attributable to the Customer, delivery or commissioning is delayed in relation to the contractual date, the Seller reserves the right to invoice the full amount relating to the Product manufactured as soon as it is available in the factory. The Customer undertakes to pay the corresponding invoice(s). Any Services still to be performed will be the subject of a second invoice, which will be issued after completion.

9.4. Certified Reference Material

Services in mainland France: Maintenance will be carried out using an ESAL 20 - Cs137 EGSB40 radioactive source of approximately 400 kBq.

Service in Europe outside France: Maintenance will be carried out without a radioactive source, except in specific cases.

9.5. Type of maintenance

9.5.1. Annual service

The Order includes the total amount for three (3) years of Services, as defined in the Offer. Invoicing will therefore be issued after the completion of each annual Service. It is nevertheless possible to place a partial order for the current year. The two remaining years will then be considered as refused.

Any Service commenced will be payable even if the Product does not conform. Any part replaced by a technician during his intervention will give rise to a regularization estimate for invoicing.

9.5.2. Expertise service

Where applicable, the Offer includes a fixed price of one (1) hour on site to diagnose the problem encountered.

Any additional hour will be invoiced to the Customer at the current rate excluding any taxes.

During the on-site visit, the technician will diagnose the problem with the measurement system. If it is not possible to restore the system to working order, a report will be drawn up to this effect, and a supplementary Offer will be sent to the Customer for replacement parts and additional services on site. Any part replaced by the technician during his intervention will give rise to a regularization estimate for invoicing.

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9.5.3. Corrective service

On receipt of the Order, the Product will be dispatched within eight (8) to ten (10) weeks.

The Seller may ask the site to provide a person to carry out the handling phases.

In the case of a standard exchange, if the dismantled part is a sensor, the latter will be returned to the factory to be reintegrated into the rotating stock. The Seller will arrange for a carrier.

Any other part (not mentioned in the Order) which will be replaced by a technician (with the Customer's agreement) during his intervention will give rise to an adjustment estimate for invoicing.

Article 10. SELLER'S FACTORY SERVICES

10.1. Sending the Product for Inspection

Transport packaging belonging to the Customer is not guaranteed by the Seller against deterioration during transport.

The Product shall be shipped by the Customer to the Seller's factory located at the following address:

Bertin Technologies
ZI La Chalopinière
28480 Thiron Gardais
France

Each Product must be returned accompanied by the "Return Form", sent with the Offer by the Seller, duly completed.

10.2. Time limits for returns to the Customer

The Product will be returned within six (6) to eight (8) weeks of receipt of said Product at the factory (excluding expertise carried out by one of the Seller's subcontractors).

10.3. Special conditions

If the Product to be calibrated requires corrective maintenance (replacement of certain components to bring it into compliance with the manufacturer's standards), an additional repair estimate will be sent to the Customer for approval.

If the additional repair estimate is refused, the Customer will be required to pay a flat-rate expert assessment fee of €181 excluding any taxes. This lump-sum charge must be included in a Sales Order before the Product can be returned.

Article 11. SERVICES IN FRENCH OVERSEAS DEPARTMENTS AND TERRITORIES

11.1. Certified reference equipment

Maintenance will be carried out without a radioactive source unless the Customer is able to obtain a sealed source of type ESAL 20 - Cs137 EGSB40 of approximately 400 kBq.

11.2. Type of maintenance

The provisions of articles 9.5.1 and 9.5.3 shall apply insofar as they do not conflict with the following provisions of this article.

The Product will be sold on an Ex-Works (Incoterms 2020) basis with collection by the Customer's carrier directly from the Seller's site in Thiron-Gardais (France).

The departure time of the Product will be communicated upon receipt of the Order.

The Seller may request that a person be made available on site to carry out handling operations.

Article 12. DELIVERY AND ACCEPTANCE OF PRODUCTS

12.1. Delivery of Products

Unless otherwise agreed between the Parties in the Agreement, the Products are delivered FCA (Incoterms 2020), to the site as stated in the Offer.

The Customer must withdraw the Products delivered on the dates agreed between the Parties and no later than within fifteen (15) days. Failing this, the Seller shall be entitled to invoice the price of the Products to the Customer on the agreed delivery date and may apply in addition the storage, insurance

and/or handling costs, until the date on which the Customer actually collects the Products.

The delivery times indicated in the Agreement are given for information purposes only. They are established as exactly as possible, and the Seller shall make its best efforts to comply with them. The Parties agree that a delay in delivery may not justify the refusal of the Products by the Customer.

The Seller may not be held liable for delays due in particular to technical difficulties, third parties (in particular, and not exhaustively, the authorities in charge of delivering the appropriate licenses in case of exportations), force majeure, erroneous information sent by the Customer, a delay requested by the Customer and/or customs formalities.

12.2. Acceptance of the Products

Upon delivery of the Products, the Customer shall check that the delivery complies with the Specifications in terms of quantity and quality.

The signature of the delivery note by the Customer constitutes unreserved acceptance. Any non-compliance must be indicated on the delivery slip.

Unless otherwise specified in the Agreement, payment for the Products by the Customer, or failure of the Customer to indicate any reservations during a five (5) day period following delivery of the Products by the Seller, shall constitute acceptance of the Products without reservation by the Customer.

In the event of a discrepancy between the quantity ordered and the quantity delivered, invoicing shall correspond to the quantity delivered. The Seller then undertakes to deliver the missing quantity, which shall be invoiced upon receipt, within a period agreed between the Parties.

Acceptance of the Products may be refused by the Customer only for blocking non-conformities about the Specifications preventing any use of the Products and for which any known workaround solution is impossible.

If the Customer refuses to sign the delivery note, without justified and reasonable reason or for minor non-conformities with the Specifications that do not prevent the use of the Products, acceptance shall automatically occur following the sending of a formal notice from the Seller to the Customer that has remained unanswered for a ten (10) calendar day period as of the date of its issuance.

The Seller shall remedy any non-conformities within a period to be agreed between the Parties.

Article 13. DELIVERY AND ACCEPTANCE OF SERVICES

The Seller shall make its best efforts to comply with the dates for the performance of the Services indicated in the Agreement.

Unless otherwise specified in the Agreement, payment for the Services by the Customer or silence on the part of the Customer for five (5) days following performance of the Services by the Seller shall constitute acceptance of the Services without reservation by the Customer.

Unless otherwise provided for in the Agreement, the Services shall be accepted on the completion of their performance. The Parties shall jointly check the Services against the Specifications. Acceptance shall be recorded in a joint report signed by the Seller and the Customer.

If the signature of the acceptance report is delayed for a cause not exclusively attributable to the Seller, acceptance shall be automatically acquired at the end of a period of ten (10) calendar days from the date of the occurrence of the event that prevented the signature of the acceptance report.

Acceptance of the Services may be refused by the Customer only for blocking non-conformities regarding the Specifications and for which any known workaround solution is impossible.

Except in the event of blocking non-conformities, if the report is not signed, acceptance shall also take place automatically following the sending of a formal notice from the Seller to the Customer remaining unanswered for a ten (10) calendar day period as of the date of its issuance.

Article 14. TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

Ownership of the Products supplied and/or the results of the Services provided by the Seller shall be transferred to the Customer upon full payment of the price set in the Offer, in principal and accessories, even in the event of the granting of deferred payment.

The transfer of risks takes place on the date of delivery of the Products in accordance with the Incoterm used, unless expressly agreed otherwise by the Parties.

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Article 15. WARRANTY

The Seller undertakes to supply Products that comply with the Specifications, to the exclusion of any other specification or provision that has not been expressly accepted by the Seller.

Except for certain specific ranges of Products for which the Seller provides special warranty conditions, standard Products are guaranteed against all manufacturing defects and all material defects.

This warranty applies under the following conditions:

- This warranty may be used for a period of twelve (12) months from the date of delivery of the Products in accordance with the Incoterm. After this period, this guarantee shall automatically cease.
- This warranty covers exclusively, at the sole discretion of the Seller, the repair/calibration or replacement of the defective Products with identical or similar products. All costs related to the application of the warranty, such as in particular the Seller's travel expenses to the Customer's site, the costs of removal and reassembly, and the costs of transporting the Products, shall be invoiced by the Seller to the Customer.
- It does not cover the direct and indirect consequences of defects.
- The guarantee may only be called upon subject to full payment of the price.
- Warranty is excluded for:
 - a. Any repair, replacement or modification of the Products or any acts by the Customer or third parties for which the Seller is not responsible;
 - b. Non-compliance by the user of the equipment with the operating instructions or user manuals provided by the Seller, an operating error or use that is not compliant with normal conditions of use;
 - c. Misuse, negligence, lack of maintenance or lack of monitoring by the Customer;
 - d. Normal wear and tear of the equipment;
 - e. Defects resulting from a design, materials, manufacturing, or assembly techniques imposed by the Customer or its project manager, despite the Seller's unfavourable opinion;
 - f. Obsolescence of spare parts, components, and consumables;
 - g. Force majeure.

Spare parts shall remain covered only for the remaining warranty period. It is understood that the warranty on reconditioned Products applies only to a defect or failure identical to that which led to the initial reconditioning.

To benefit from the warranty, the Customer must notify the Seller within five (5) clear days of the appearance of the defect by any written means of communication, and confirm the defects attributed to the Product by registered letter with acknowledgement of receipt. It must provide all evidence as to their reality and give the Seller all facilities to establish the defects and remedy them.

The Seller shall carry out a diagnosis and, where applicable, note whether the guarantee may be invoked. Following this assessment, if it turns out that the warranty is not applicable, all costs such as dismantling/reassembly/transport costs shall be borne by the Customer.

The warranty shall give rise, at the Seller's discretion, to the replacement of the Products, repair on the Customer's site or at the Seller's factory or a refund.

The Seller also warrants its Products against hidden defects in accordance with the provisions of Articles 1641 et seq. of the French Civil Code for a period of two (2) years from the date of discovery of the defect. However, if the Customer is a professional of the same speciality as the Seller's, it expressly accepts the exclusion of the warranty against hidden defects.

The Seller makes no other express or implied warranty.

Article 16. EXPORT CONTROL

If Products are subject to export control under applicable laws and regulations, the Customer shall, at its own expense and risk, carry out all necessary steps and procedures with the authorities for the purpose of obtaining the necessary authorisations. The Customer shall bear all related costs.

At the Customer's request formalised in the Offer, the Seller may assist it by sending it all documents and information in its possession that may be necessary to obtain the authorisations.

The Customer shall hold the Seller harmless against all claims and liabilities relating to this clause.

The Seller offers no guarantee on the granting of any licenses required in connection with exports.

Article 17. INTELLECTUAL PROPERTY

The Seller shall remain the owner of all its know-how, software, patents, trademarks, plans, formulas, diagrams, drawings, technical documentation, means, processes, inventions, results and all elements and all rights relating thereto (the "Proprietary Knowledge").

The Seller remains free to use and exploit its Proprietary Knowledge.

If its Proprietary Knowledge is used to exploit the Services and/or the Products, the Seller grants a non-exclusive, non-sub-licensable and non-transferable right of use to the Customer, free of charge. This right is strictly limited to the use of the Service and/or the Product and may not, under any circumstances, be used for other purposes or at the end of the Agreement, for any reason whatsoever.

Unless otherwise provided for in the Agreement, the sale of the Products and/or the performance of the Services does not entail any transfer of the Seller's intellectual property rights to the Customer.

Article 18. HARDSHIP

In the event of the occurrence of an event beyond the control of the Parties compromising the balance of the Agreement to the point of damaging the performance of one of the Parties, the Parties agree to negotiate in good faith the modification of the Agreement to eliminate the imbalance observed.

Until an agreement has been reached between the Parties, the Seller is authorised to suspend performance of the sales and/or Services concerned. If the Parties are unable to find this solution within a period of thirty (30) working days, the Seller may either terminate the Agreement automatically without compensation due to the Customer, or use the good offices of a third party, chosen by mutual agreement or, failing that, appointed by summary proceedings before the Presiding Judge of the Commercial Court of Versailles. The costs and fees of this procedure shall be borne equally between the Parties.

The sale price is determined based on the information provided by the Customer and, where applicable, on the basis of the Specifications. If this information and/or the Specifications were to be ambiguous or to insufficiently describe the complexity of the purpose of the sales and/or Services or were to be modified, the Seller would be entitled to reassess the price of the Products and/or Services, even if it is of a fixed nature. The Seller may not be held liable for any delivery delays resulting from these deficiencies or modifications.

Article 19. LIABILITY AND INSURANCE

The Seller's liability is expressly excluded for all indirect, intangible, consequential and non-consequential damages, financial losses, operating losses, production losses, business and customer losses, losses linked to the failure to obtain or to the suspension of marketing authorisations, environmental and/or nuclear damage, penalties, bank interest, damage to image or loss of opportunity.

The Seller's liability for all other damages is strictly limited, for all causes, to 20% of the amount excluding taxes of the Agreement (excluding amendments) in respect of which the Seller's liability is implicated, without however exceeding five hundred thousand euros (€500,000).

The Customer waives on its own behalf and that of its insurers (which it guarantees) any recourse against the Seller beyond the aforementioned limits and exclusions.

The Seller may not be held liable if the performance of the Agreement is delayed or prevented due to an occurrence of Force Majeure, due to the Customer (in particular unilateral amendments to the Specifications, inaccurate or incomplete information provided to the Seller), due to a third party for which the Seller is not responsible or any event beyond the reasonable control of the Seller.

The Seller represents that it holds a general liability insurance policy covering the financial consequences that it may incur as a result of bodily injury, tangible and intangible damage that it may cause to the Customer or to third parties during the performance of the Agreement.

At the Customer's request, the Seller shall produce its insurance certificate.

In any event, the Seller's insurance does not cover the Customer's property for any damage that may occur during transport and/or any operation. At the Customer's prior request, the Seller may take out specific insurance for this purpose.

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Article 20. FORCE MAJEURE

The Parties may not be held liable if non-performance or delay in the performance of any of their obligations results from a case of force majeure, within the meaning of Article 1218 of the French Civil Code and case law ("Force Majeure"). It is specifically understood that health crises recorded by government decision are considered events of Force Majeure, under this Agreement.

Each Party shall inform the other Party, without delay, of the occurrence of a case of Force Majeure of which it becomes aware, and which would be likely to affect the performance of the Agreement.

If the duration of the impediment exceeds ten (10) business days, the Parties shall consult each other within five (5) business days following the expiry of the ten (10) business day period to examine in good faith the appropriateness of continuing or terminating the Agreement.

Article 21. NON-SOLICITATION OF PERSONNEL

The Customer undertakes, with effect from the submission of the Offer and throughout the duration of performance of the Services increased by two (2) years following their completion, to refrain from soliciting and/or work, in any form whatsoever, directly, or indirectly, on its own behalf or that of any other individual, the Seller's collaborators involved in the context of the Agreement, including any subcontractors.

The Customer must ensure that its collaborators do not encourage the Seller's collaborators to leave the latter.

In case of breach, the Customer undertakes to pay the Seller, as a penalty clause and at its first request, compensation corresponding to twelve (12) times the last gross monthly salary of the employee in question if they are an employee and excluding taxes in the case of a subcontractor.

Article 22. ASSIGNMENT AND SUBCONTRACTING

The Seller may assign or subcontract all or part of its rights and obligations under the Agreement.

Article 23. TERMINATION

In the event of a breach by a Party of one of its obligations, under the Agreement, which has not been remedied within thirty (30) days following receipt of a formal notice sent by the injured Party by registered letter with acknowledgement of receipt, in the event of a change of control of the Customer in favour of a direct or indirect competitor of the Seller, or in the event of non-compliance by the Customer with the laws and regulations and in particular those referred to in Article 25 and Article 26 of the GTCS, the Agreement may be immediately terminated by the injured Party, automatically and without any other formality.

The Customer shall pay all invoices already issued and pay all sums incurred by the Seller.

Article 24. CONFIDENTIALITY

Information provided by the Seller in connection with the performance of the Agreement, and in particular:

- Any information, analysis, study, and other documents in any form whatsoever pertaining to the existence and content of discussions between the Parties concerning the Agreement;
- The Seller' methodologies, products, tools and software, equipment, industrial models, and data, as well as any update, modification, or addition thereto;
- Information pertaining to the Seller's customers, prospective customers, and contacts;
- Information concerning the Seller's business lines and projects in functional and technical fields;
- Information concerning the Seller's management, business development campaigns and administrative, financial, and marketing activities, even including those not expressly connected to the Agreement;
- Any information specifically identified as confidential by the Seller;

are considered as strictly confidential (hereinafter "Confidential Information").

The Customer undertakes, and warrants compliance by its employees, that the Confidential Information:

- Shall be protected and kept strictly confidential, and shall be treated with the same level of precaution and protection as that applied to its own Confidential Information of equal importance, which may under no circumstances be less than a strict duty of care,
- Shall only be disclosed internally to members of its personnel on a need-to-know basis,
- Shall be used by said members of its personnel only for the performance of the Agreement,
- Shall not be used, in whole or in part, for purposes other than the performance of the Agreement, without the prior written authorisation of the Seller,
- Shall not be disclosed or be at risk of being disclosed, either directly or indirectly, to any third parties or persons other than those indicated in the 2nd bullet point above,
- Shall not be copied, reproduced or duplicated, in whole or in part, when such copies, reproductions or duplications have not been specifically authorised by the Seller.

This confidentiality obligation shall remain in force throughout the term of the Agreement and for five (5) years after its expiry, for any reason whatsoever.

Any Confidential Information sent by the Seller to the Customer and any copy or note relating thereto shall remain the property of the Seller and shall, at any time during the term of the Agreement or at its end, either be returned to the Seller or destroyed, immediately at its request. In such an event, a written confirmation of destruction must be sent to the Seller.

The confidentiality obligation shall not apply to information for which the Customer can provide proof that:

- It was already in the public domain at its disclosure or became publicly available other than through a breach by the Customer of its contractual obligations; or
- It was already known to the Customer at the time of disclosure; or
- It was received from a third party lawfully, without restriction or breach of the Agreement; or
- It has been published without contravening the provisions of the Agreement; or
- The use or disclosure has been previously authorized in writing by the Seller; or
- The disclosure was required in application of a statutory or regulatory provision, or in the context of legal, administrative or arbitration proceedings. In such an event, the disclosure of Confidential Information is limited to what is strictly necessary and subject to the prior information of the Seller before any communication, so that the latter may take appropriate measures to preserve the confidential nature of the Information.

Article 25. PERSONAL DATA

The Parties undertake to comply with all applicable laws and regulations relating to the protection of personal data and in particular the (EU) General Data Protection Regulation No. [2016/679](#).

Article 26. COMPLIANCE

The Customer shall act in accordance with the values and principles contained in the Seller's Ethics and Compliance Policy.

The Customer acknowledges, represents, and warrants that it has properly understood these documents.

To this end, the Parties undertake to comply with all national, European, and international legislative and regulatory provisions applicable to their activities, registration locations and the place of performance of the Agreement with regard to combating corruption and influence peddling, in particular:

- The [OECD Convention](#) of 17 December 1997 on combating the bribery of foreign public officials in international transactions;
 - French Law No. [2016-1691](#) of 9 December 2016 on transparency and the fight against corruption and the modernisation of the French economy, known as the "Sapin II";
 - The "[US Foreign Corrupt Practices Act](#)" of 1977, whenever applicable;
 - The "[UK Bribery Act](#)" of 2010, whenever applicable;
- (Hereinafter referred to as the "Rules").

In the event of a change in the applicable legislative and regulatory framework regarding anti-corruption and influence peddling, the Parties shall take the

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necessary measures as soon as possible to ensure that their undertakings pursuant to this article are maintained.

Each Party undertakes:

- To ensure compliance with the Rules by appropriate means to ensure their effective implementation, and to implement and maintain a programme of compliance with said Rules;
- To obtain, where applicable, from its shareholders, managers, corporate officers, employees, affiliates and its representatives (hereinafter referred to as the "Stakeholders"), as well as from its suppliers, subcontractors and any persons who shall intervene directly or indirectly on its behalf in any way whatsoever in the performance of the Agreement (hereinafter referred to as the "Third Parties") compliance with the Rules and the commitment that all the resources implemented for the performance of the services shall have been in accordance with the Rules.

In order to ensure compliance with the Rules throughout the term of the Agreement, each Party undertakes, on the one hand, to grant the other Party's requests at any time to obtain all evidence of its compliance with the Rules and, on the other hand, to inform the other Party without delay of any breach of the Rules committed by it, a Stakeholder or a Third Party, of which it becomes aware, as well as the corrective measures put in place to comply with the Rules.

In the event of a breach of the Rules and undertakings referred to in this article by one of the Parties, the other Party shall give formal notice to the Party in breach, by registered letter with acknowledgement of receipt, to remedy the breach within a period set by this formal notice. If the Party in breach fails to remedy the breach within the allotted time, the other Party may terminate the Agreement. The Party invoking this termination shall send the Party in breach its decision to terminate by registered letter with acknowledgement of receipt. This termination shall take place automatically on the date of receipt of said termination letter and shall not give rise to any compensation of any kind whatsoever.

Article 27. WASTE MANAGEMENT

The unique identifier FR023115_05ZFVI certifying registration in the register of producers of the EEA sector, pursuant to article [L541-10-13](#) of the French Environmental Code was awarded by ADEME to the company Bertin Technologies (SIRET: 422 511 204 00030). This identifier certifies its compliance with its obligation to register producers of Electrical and Electronic Equipment and to make its marketing declarations to Ecosystem.

Article 28. RETURN OF USED RADIOACTIVE SOURCES

The Seller undertakes to take back sealed radioactive sources that have expired or have reached the end of their useful life ("Used sources") that it has distributed, in accordance with French regulations. The costs of taking back Used sources shall be borne by the Customer. The terms and conditions for taking back Used sources are specified to the Customer in writing at the time of the take-back Offer.

Article 29. CALIBRATION LABORATORY

The Seller hosts in its premises a COFRAC accredited laboratory. In accordance with the rules of the ISO 17025 standard:

- All clients may file a complaint with Bertin Technologies (§7.9.1);
- Bertin Technologies has a complaint handling process which can be consulted upon request to the laboratory (§7.9.2).

The use of the COFRAC mark is only possible in accordance with the document LAB REF 11 available on the website www.cofrac.fr. Any deviation will be reported to COFRAC.

Article 30. MISCELLANEOUS

If any provision of these GTCS is invalid with regard to a current rule of law or a court decision that has become final, it shall be deemed unwritten, whilst the other articles shall retain their full force and effect. The Parties shall then negotiate in good faith to replace the invalid clause with a valid provision corresponding to the spirit and purpose of the Agreement.

Article 31. APPLICABLE LAW – COMPETENT JURISDICTION

The Agreement shall be exclusively governed by French law. The Vienna International Convention on the International Sale of Goods is excluded.

ANY DISPUTE ARISING BETWEEN THE PARTIES IN CONNECTION WITH THE AGREEMENT, WHICH IS NOT SETTLED AMICABLY WITHIN A REASONABLE PERIOD, SHALL BE SETTLED BY THE COMPETENT COURTS OF THE VERSAILLES COURT OF APPEAL. HOWEVER, THE SELLER RESERVES AN OPTION OF JURISDICTION FOR ANY PROTECTIVE MEASURE THAT IT MAY TAKE.