

GENERAL TERMS & CONDITIONS (15/11/2021)

1. SCOPE OF APPLICATION

These General Terms & Conditions (“GTC”) apply to the provision of all services of Product Tests / Inspections / Certifications / Training (the “Technical Services”) agreed between TÜV SÜD France (“TSF”) and professional purchasers (the “Purchaser”), collectively referred to as the “Parties”. The GTC are expressly approved and accepted by the Purchaser, which declares full knowledge thereof. Consequently, placing an order implies full and unreserved compliance by the Purchaser with these GTC, which prevail over any document to the contrary, unless a specific agreement has been approved in writing prior to placing the order.

The contractual relationship between the Parties shall comprise the quotation, these GTC and the purchase order (the “Technical Service Agreement”).

2. PLACING ORDERS

2.1. Prior to the order, TSF shall send the Purchaser a quotation that constitutes the offer of an agreement.

2.2. The offer specified on the quotation sent to the Purchaser by TSF is valid for 60 days, on expiry of which TSF shall be free to issue a new offer on any terms it may decide.

2.3. Orders are placed by sending a purchase order by post or email to the address provided by TSF in the quotation. Orders only become final when accepted by TSF. This acceptance may be provided in writing or by sending a performance schedule or by performance of the Technical Services. Subject to TSF accepting the order using one of the aforementioned methods, orders that are final cannot be modified or cancelled.

3. MODIFICATIONS TO TECHNICAL SERVICES

3.1. The Purchaser acknowledges and accepts that due to their nature, the Technical Services provided may potentially be modified or supplemented during performance. In this case, TSF shall send a quotation proposal for the additional Technical Services. The Technical Service Agreement shall be amended on the date of receipt by TSF of said quotation, signed by the Purchaser, with the General Terms and Conditions applying to the additional services being those in force on that date.

3.2. In the event of the Purchaser not wishing to subscribe to these additional Technical Services, TSF cannot be held liable for the incomplete performance of its task.

4. PURCHASER OBLIGATIONS

4.1. The Purchaser undertakes to enable TSF to perform the Technical Service Agreement. In particular, the Purchaser shall provide TSF and its consultants, subsidiaries, affiliated companies, agents and other related parties appointed by TSF, with all the accessories, information and/or documents required to perform the Technical Services in complete safety and according to best industry practice (the “Documentation”).

4.2. The Documentation must be systematically supplied by the Purchaser, whether or not it is requested by TSF.

4.3. The Purchaser guarantees that the Documentation is precise and accurate. TSF shall not be liable for any damage arising from any inaccuracies in the Documentation supplied by

the Purchaser. The Purchaser must compensate TSF for any losses and damages caused by inaccuracies in the supplied Documentation.

4.4. The Purchaser must take out all necessary insurance policies to cover any loss or damage to said products/equipment related to performance of the Technical Services.

4.5. The Purchaser must make every effort to avoid and, if applicable, limit any reasonably foreseeable damage resulting from any failings by TSF in its contractual obligations.

5. TSF OBLIGATIONS

5.1. The scope of the Technical Services to be performed by TSF shall be set out in writing on placement of the order, in compliance with article 2 of these GTC.

5.2. TSF shall diligently execute the Technical Services in accordance with the methods and procedures it deems appropriate, unless otherwise agreed in writing by the Parties.

5.3. The Technical Services shall be provided by TSF and its personnel. It is however expressly agreed by the Parties that TSF may subcontract all or part of the Technical Services.

5.4. Any intervention deadlines specified on the quotation are effective as from provision by the Purchaser of the resources required for performance of the Technical Services, in particular the Documentation.

5.6. TSF shall implement all reasonable resources for the protection and surveillance of any products/equipment placed in its care by the Purchaser for performance of the Technical Services. However, TSF shall under no circumstances be liable for damage or loss of said products/equipment.

5.7. Save as provided herein, all other warranties, whether expressed or implied, are hereby expressly excluded.

5.8. TSF shall under no circumstances be liable for any tangible and/or intangible, direct and/or indirect, incidental, special or consequential loss or damage whatsoever, including but not limited to, loss of revenue, profits, contracts, business or anticipated savings or loss of goodwill or reputation.

5.9. In all cases, TSF liability under any resulting claim or in any way related to the Technical Service Agreement shall not exceed the total amount of fees received by TSF under the performance of services covered by the Technical Service Agreement.

5.10. Any complaint by the Purchaser must, under penalty of foreclosure, be made in writing within one month of the contested decision and sent by e-mail (info@tuv-sud.fr or for nuclear activities: enercert@tuvsud.com) or by post to the following address:

TÜV SÜD France SAS
Building A2 - Le Norly
42, Chemin du Moulin Carron
69130 Ecully (France)

Failing this, TSF reserves the right not to proceed with the complaint.

The Buyer is furthermore informed and accepts that all complaints, in order to be valid, must follow a precise process, the details of which are available on request.

5.10. In the event of contractual performance being delayed due to any cause outside its control, TSF shall have the option of extending the period of performance by the amount of time induced by said cause.

5.11. TSF shall not be liable for any consequences resulting from a delay in performance of the

Technical Service Agreement caused by the following reasons:

- a) any request for additional services not provided for in the initial Technical Service Agreement,
- b) any request for revisions or improvements to the Technical Services compared to the Technical Service Agreement.
- c) any unreasonable request from the Purchaser,
- d) any delay not attributable to TSF,
- e) force majeure within the meaning of article 7.3 herein.

5.12. The maximum amount of damages that may be claimed from TSF for any delays effectively attributable to TSF shall not exceed five (5) percent of the price agreed under the Technical Service Agreement.

6. PRICE – PAYMENT

6.1. Unless expressly agreed otherwise, the Technical Services are invoiced in accordance with the net price grid provided by TSF.

6.2. Any duties, taxes or other additional services to be paid are to be borne by the Purchaser.

6.3. If an unfavourable change occurs (in particular relating to the state of the market (unforeseeable inflation and price fluctuations)), which could not reasonably have been anticipated by the Parties, and is of such significance that it is likely to affect the general economy of the Agreement, the Parties undertake to rediscuss the price of the Technical Services in good faith.

6.4. Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be issued prior to completion of the Technical Services.

6.5. Unless expressly agreed otherwise, TSF shall be entitled to reimbursement, upon justification of costs, charges and expenses reasonably incurred on behalf of the Purchaser under the performance of the Technical Services, whether these costs are specified or not in the Technical Service Agreement, within a maximum limit of ten (10) % of the amount of the Technical Service Agreement.

6.6. Invoices for costs must be settled within thirty (30) days of being sent to the Purchaser.

6.7. Unless agreed otherwise by the Parties, the price of the Technical Services is payable on reception of the TSF invoice by bank transfer in the currency stipulated on the invoice to the bank account specified by TSF. TSF reserves the right to reject any payment received by other means and/or to charge the Purchaser for any administrative fees incurred by TSF due to the use of any other payment method.

6.8. In the event of a delay of payment exceeding thirty (30) days after the receipt of the invoice, late payment penalties may be invoiced to the Purchaser without any prior notification. These penalties shall be calculated on the basis of the European Central Bank (ECB) interest rate plus 10%.

6.9. In addition, pursuant to article L. 441-10 of the French Commercial Code, a fixed recovery fee of 40 euros shall be due by the Purchaser for each late payment, without prior notification, and TSF reserves the right to invoice the Purchaser for any additional costs incurred by the recovery procedure.

6.10. Any dispute relating to invoices or the completed Technical Services must be issued in writing within a deadline of ninety (90) days of receiving the invoice.

6.11. In the event of TSF performing Technical Services, especially involving certification of the Purchaser's service or goods, but not certifying them due to non-conformity with applicable standards, the Purchaser is still liable for full payment of the price of the Technical Services agreed between the Parties.

6.12. A penalty of 20% is applied to any amounts recovered through litigation by way of a penalty clause.

7. DURATION OF THE TECHNICAL SERVICE AGREEMENT – NON-PERFORMANCE – TERMINATION

7.1. The Technical Service Agreement takes effect on the date on which the order is placed and remains in force until full payment of all the Technical Services has been received.

7.2. The Parties may terminate the Agreement in the event of non-performance of one of the obligations stipulated in articles 4 and 5, within 15 days of the sending of formal notification by means of a registered letter with acknowledgement of receipt remaining unheeded.

7.3. The Parties shall not be held liable if non-performance of any of their obligations, as set out herein, results from a case of force majeure, within the meaning of article 1218 of the French Civil Code.

By express agreement, the following events notably constitute force majeure: lock-out, epidemic, pandemic, embargo, transport or supply difficulties and natural disasters.

The Party experiencing the event shall immediately inform the other Party of its inability to perform its service and provide justification thereof. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay. In accordance with article 1218 paragraph 2 of the French Civil Code, the Parties acknowledge and accept that no temporary impediment may justify termination of the agreement, regardless of its duration.

8. RIGHT OF RETENTION

In addition to any applicable sureties and legal pledges, TSF is entitled to a right of retention on all products/equipment of the Purchaser provided under performance of the Technical Services until full payment of the price of the Technical Services.

9. INVOLVEMENT IN LEGAL PROCEEDINGS

9.1. TSF shall not be liable for any failings by the Purchaser in its obligations towards third parties. It is the responsibility of the Purchaser to discharge and guarantee TSF, wherever necessary, against any order to pay principal, interest, costs and related payments resulting from any damage caused to a third party due to a failing by the Purchaser.

9.2. This clause shall apply for as long as the liability of the Parties may be incurred by virtue of the Agreement.

10. ENTIRE AGREEMENT

10.1. The Agreement (the GTC, quotation and purchase order) represent the entire agreement between the Parties. It cancels and replaces any prior agreements relating to the same object between the Parties, whether written or oral, and in particular the Purchaser's general terms.

10.2. These General Terms & Conditions shall not be waived, modified or supplemented by any document from the Purchaser, including the Purchaser's order, an acknowledgement of receipt or the Purchaser's own terms and conditions, whether general or special.

10.3. Should any provision of the Agreement be deemed null or unenforceable for any reason, such nullity or unenforceability shall not affect any other contractual provision and the Parties shall replace said provision with a valid and enforceable provision, in accordance with legal and regulatory provisions, the effect of which shall be as close as possible to the economic result or any other result expected by the Parties.

11. CONFIDENTIALITY – INTELLECTUAL PROPERTY – DATA PRIVACY

11.1. Each of the Parties undertakes to keep strictly confidential, not to disclose or make any use not provided for herein or in any agreement resulting therefrom, and to take all appropriate measures to prevent such disclosure, any information of any nature that it may acquire or receive, from any source, under the terms of this Agreement or any agreement resulting therefrom, without the prior written consent of the owner of such confidential information. The Parties undertake to ensure their employees comply with this obligation, even after they have ceased their duties. These obligations shall continue not only for the duration of the performance of this agreement, but also after the termination of the contractual relationship between the parties, as long as the information has not been made public by the owner thereof. By way of derogation from this Article, should a Party be ordered to disclose Confidential Information in connection with legal proceedings or at the request of an authority having police, supervisory or accreditation powers, it undertakes:

- (i) to disclose only the Confidential Information requested in the order; and
- (ii) in the context of legal proceedings, to inform the other Party as soon as possible in order to enable it to assert its rights.

The results of the dust measurements shall, however, be transmitted to the General Directorate of Labour and to the SCOLA platform.

11.2. All elements and information (including, but not limited to, texts, drawings, images, logos and trademarks) used by TSF are protected by intellectual property rights and may not be reproduced or used without the prior written consent of TSF. Any reproduction without the consent of TSF constitutes counterfeiting and offenders will be prosecuted.

Any reproduction of the TÜV SÜD COFRAC accreditation mark is prohibited.

11.3 The provisions of article 11.2. apply throughout the duration of the Technical Service Agreement and for a period of ten (10) years following completion of the Agreement.

11.4 When an order is placed and during performance of services, CSS may gather and process personal data, such as the identity of the Purchaser's representative or one of its employees, together with their contact details (telephone number or email address). The collected data is required solely for creating and managing the customer account, taking the order and performing the Technical Services.

11.5. Collected data and may be transferred to subcontractors or subsidiaries that provide sufficient guarantees to ensure the safety and

integrity of personal data and solely for the abovementioned purposes.

11.6. Personal data shall not be transferred outside of the European Union.

11.7. Collected data is kept throughout the duration of contractual relations and, when said relations cease, until expiry of the legal time-limit. The purchaser has rights of data access, correction, portability and deletion, as well as the right to limit or oppose processing on legitimate grounds. These rights may be exercised by sending a request by post to the TSF head office or by submitting a complaint to the CNIL.

12. APPLICABLE LAW – DISPUTES

The Technical Service Agreement shall be governed by and construed in accordance with French law.

Any dispute relating to the Technical Service Agreement, especially as regards its formation, performance, non-performance or completion shall be submitted to the exclusive jurisdiction of the Commercial Court of First Instance of Lyon, which is expressly accepted by the Purchaser.