

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope

1.1. These general terms and conditions (the “**T&C**”) shall apply to any sale by VERNET (“**VERNET**”) of any VERNET products (the “**Products**”) and/or any VERNET services (the “**Services**”), to the person or entity placing an order with VERNET which is accepted by VERNET. The Client and VERNET are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

1.2. VERNET shall be bound by, and an agreement shall be concluded (the “**Agreement**”) only once VERNET accepts, in writing, any purchase order(s) placed by the Client (the “**Acceptance**”).

1.3. Notwithstanding any language to the contrary in the Client's standard terms and conditions of purchase, in any purchase order, any correspondence prior to the Acceptance, the Client shall be bound by these T&C and any other terms and conditions are hereby expressly rejected and excluded. No change to these T&C shall bind unless agreed in writing by of VERNET.

2. Quote Validity Period

Unless otherwise specified in writing, VERNET's quotation is valid for a period of 45 days from the date noted on the quote.

3. Tooling

3.1. “**Tools**” means dies, jigs, tools, patterns, moulds, models, equipment, software tools required for the manufacture of the Products.

3.2. When Tools are supplied by the Client (the “**Client's Tools**”), they shall be supplied free of charge to the site specified by VERNET. The Client assumes full responsibility for the absolute consistency between the Client's Tools and the plans and specifications of Products. VERNET may verify this consistency and reserves the right to invoice the costs of such operations. If VERNET deems it necessary to make modifications to the Client's Tools in order to ensure the proper production of Products, the costs resulting therefrom shall be borne by the Client. All costs associated with the maintenance, repair and replacement of the Client's Tools including normal wear and tear shall be borne by the Client. The Client shall be responsible to provide for appropriate insurance covering the deterioration or the destruction for whatever reason of the Client's Tools, and hereby waives any action against VERNET. The Client's Tools are returned to the Client upon its request or at the will of VERNET, in the state in which they remain at that time, subject to the complete payment of all amounts due to VERNET.

Unless otherwise agreed, Client's Tools shall be kept free of charge for a one-year period as from the last delivery. Beyond this period, VERNET shall be entitled to destroy the Client's Tools, after a formal notice by registered letter.

3.3. To the extent that Products are to be manufactured in accordance with a specification supplied by the Client, and/or with the Client's Tools, the Client shall indemnify VERNET against all, costs, expenses, damages and losses (including loss of profit, loss of reputation) suffered by VERNET in connection with any claim made against VERNET for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with VERNET use of the Client specification or Client's Tools.

3.4. Unless otherwise provided, when VERNET does not have the Tools which are necessary to manufacture the Products ("Specific Tools") the compensation due to VERNET as well as all costs and expenses for the design and manufacture of such Specific Tools shall be borne by the Client.

4. Delivery

4.1. Unless otherwise agreed in writing by VERNET delivery of Products shall be made FCA (Incoterms 2020) at VERNET's warehouse.

4.2. If VERNET organises transport of the Products at the Client's request and on the Client's behalf, the Products are nonetheless transported at the Client's expense and risk.

4.3. VERNET shall use commercially reasonable efforts to meet the delivery dates. If no delivery dates are quoted for delivery VERNET shall deliver the Products within a reasonable period of time. Transfer of risks of loss and damages shall be made upon delivery of the Products.

4.4. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and defective delivery by VERNET of any one or more of the instalments in accordance with these T&C shall not entitle the Client to treat these Products as a whole as repudiated.

4.5. If the Client fails to take delivery of the Products or fails to give VERNET adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to VERNET, VERNET (i) may require payment on a reasonable basis any additional expenses, or costs resulting from such a delay, (ii) store the Products until actual delivery at the sole cost and risk of the Client and charge the Client for the reasonable costs (including handling and insurance) of storage. Payment of any amounts contemplated in this Clause shall be due by the Client within 30 (thirty) days from the date of VERNET's invoice.

4.6. Client shall provide any information and documents required for export, transport and import purposes.

5. Inspection

All Products will be deemed approved by the Client if the Client does not provide a written objection and/or rejection within seven days of delivery.

Any objection and/or rejection by the Client must be in writing and state with specificity all defects and non-conformities upon which the Client will rely to support its rejection.

6. Title

6.1. Title to all Products shall be retained by VERNET until all amounts due to VERNET in respect of such Products, including any charges or interest, are paid in full. Payment means fully cleared receipt by VERNET of all sums owed by the Client. The Client will refrain from using the Products not yet paid for as collateral, or from permitting same, and will ensure that such Products are not subject to any seizure or confiscation or any procedure likely to result in transfer of ownership. In the event of any attempt at seizure or confiscation, the Client must require enforcement of the VERNET's retention of title.

6.2. Until ownership of the Products has passed to the Client, the Client must take all reasonable measures to keep the Products in a satisfactory condition.

7. Price, terms of payment

- 7.1. The price of the Products or Services (the "Price") shall be the price set out in the Acceptance.
- 7.2. The Price is exclusive of Value Added Tax or any other applicable tax which the Client shall pay in addition when it is due to pay for the Products or Services.
- 7.3. All payments shall be made in Euros.
- 7.4. VERNET shall issue an invoice for the Products upon delivery or shall issue an invoice for the Services upon Acceptance. The Price shall be paid free from any deductions or set-off to VERNET's bank account within 30 (thirty) days of the date of invoice unless otherwise specified or referred to in an Acceptance.
- 7.5. If the Client fails to make any payments as and when they fall due VERNET may, without prejudice to its other rights (i) suspend performance of its obligations until such payments have been made; (ii) charge interest on such overdue amounts on the basis of 6 (six) times the legal interest rate and (iii) charge a compensation fee of 40 (forty) Euros per invoice without prejudice to reimbursement of all recovery costs and any other rights and remedies.
- 7.6. VERNET shall be entitled in its sole discretion to set off any payments due from VERNET to the Client from any receivables due from the Client to VERNET. The Client shall not be entitled to set off any payments due to VERNET from the Client without the prior written agreement of VERNET.
- 7.7. Notwithstanding article 1223 and 1222 of the French civil code, the Client shall not be entitled to any reduction of the Price and shall not be entitled to have any obligation performed by a third party without previous written and discretionary consent of Vernet.
- 7.8. If all or part of an order is postponed by more than two (2) months, VERNET may invoice the Client a lump sum penalty equal to five (5) per cent (%) of the amount before taxes of the relevant part of the order.

The expenses incurred by VERNET in process Products, raw materials, packing and packaging materials and components used to fulfil the order will be invoiced and payable at cost, plus financial and storage costs. If all or part of an order is cancelled, VERNET may invoice the Client the Price for the Products ordered.

8. Warranty

- 8.1. Unless otherwise agreed in writing by the Parties, VERNET warrants to the Client that the Products shall be free from defects in design, material, and workmanship ("Defects"), under normal use, for a maximum period of 12 (twelve) months ("Warranty") from the date of invoice for such Products. VERNET shall, subject to the provisions of these T&C and for the duration of the Warranty, remedy any material Defect in the Products resulting from faulty design, material or workmanship which impairs the good operating condition of the relevant Products provided that this Defect is exclusively attributable to VERNET. There shall be no claims based on Defects in cases of insignificant deviations, of only minor impairment of usability or from non-reproducible software errors. However, if the Products are manufactured by VERNET on the basis of design data, design drawings, models or other specifications supplied by the Client, VERNET's Warranty shall be restricted to non-compliance with the Client's specifications as approved by VERNET under these T&C and there shall be no claim based on faulty design of the Product.
- 8.2. Authorisation and shipping instructions for the return of any Products must be obtained from VERNET in writing before any Products may be returned to VERNET by the Client.
- 8.3. This Warranty shall not apply to any Products or component thereof which (i) has been repaired or altered outside of VERNET's factory in any manner or (ii) has been subject to alteration, accident, misuse, abuse, neglect, or abnormal wear or (iii) has been installed, operated, or used in a manner contrary to VERNET's instructions, or (iv) due to failure to follow VERNET's instructions for operation and maintenance or (v) negligently used.

8.4. The Warranty does not cover the replacement of parts subject to normal wear and tear. VERNET gives no warranty for the sale of used Products.

8.5. VERNET's sole obligation and Client's sole remedy under the Warranty shall be, at VERNET's option and discretion, to either repair or replace at no additional charge, the defective Products (or the defective part of the Products) thereof.

8.6. Except for the express Warranty set forth above, VERNET makes no other representations or warranties, express or implied, statutory, or otherwise, regarding the Products, their fitness for any particular purpose, their merchantability, their quality. VERNET makes no representation that software will work in combination with any hardware or software products provided by third parties, that the operation of software will be uninterrupted or error-free, or that all software defects will be corrected.

8.7. The Client shall expressly not have any claim with regard to expenses incurred in the course of supplementary performance, including costs for travel, transport, labour, and material, to the extent that expenses are increased because the subject-matter of the Products has subsequently been brought to another location than the place of delivery.

8.8. All drawings, descriptive matter, specifications and advertising issued by VERNET, and any descriptions or illustrations contained in VERNET's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part under these T&C in general nor this Warranty specifically. VERNET may make any changes in the specifications, design or materials of the Products which are required to conform with any applicable safety or other statutory requirements, or where the Products are to be supplied to VERNET's specifications, which do not in VERNET's reasonable opinion materially affect the quality or performance of the Products.

8.9. The Client shall only have a claim for damage based on Defects within the limits set forth in these T&C.

9. Services

9.1. Client's purchase orders for Services shall specify the type of Services, desired dates and times, the site location, site specific conditions that may impact the Services, the precise details of any equipment in respect of which Services are to be rendered and any further relevant information that may be required in order to enable VERNET to render the Services on the basis contemplated in the relevant purchase order.

9.2. VERNET shall be under no obligation to render any services or to undertake any work in addition to the Services expressly stated in the Acceptance.

9.3. VERNET shall render the Services to the best of its ability and with reasonable care, diligence, skill and in a professional manner. Should the Services fail to comply with such standards, VERNET agrees to remedy any deficient Services at no additional cost to the Client provided that VERNET has received written notification within 7 (seven) days following the completion of the specific Services giving rise to the claim. The Client agrees to hold VERNET harmless from any liability arising from rendering Services in accordance with Client's specifications or instructions. Vernet shall not be bound to remedy defaults, nor supply any service in relation with such defaults. Any request for additional work (labour and spare parts) including additional remedial services shall be quoted separately by VERNET.

9.4. Any indication of the required duration for the completion of the Services specified by VERNET in the offer is an estimate based on VERNET's experience for the provision of similar services in practice. No such estimate will be binding unless expressly agreed to the contrary in writing by VERNET. VERNET shall be entitled to suspend or delay completion of any Services if exceptional circumstances may, in VERNET's reasonable discretion, necessitate this, although VERNET shall endeavour to minimize such delays and the impact thereof on the Client.

VERNET shall not be liable for any delay in completing the Services within any estimates or for any costs, losses or damages that may result from such delay for the Client or any third parties.

9.5. VERNET shall render the Services to the Client as agreed in the Acceptance and in accordance with these T&C.

9.6. Client shall provide VERNET without delay and at the agreed times with such access as VERNET may require to any site, premises, facilities, amenities, utilities, and any areas falling within the scope of the Services so as to enable VERNET to render the Services unhindered and, where specific entry or use requirements are applicable. Client shall provide VERNET with such requirements as soon as possible, but no later than 14 (fourteen) days before VERNET starts when providing the Services. Client shall provide VERNET with the health, safety, and security guidelines of the site(s) where the Services are to be rendered. VERNET reserves the right to amend the date of rendering the Services to ensure compliance with these guidelines. Client shall render all reasonable assistance and cooperation to VERNET in connections with VERNET's performance of its duties. Client shall notify VERNET promptly of all problems relating to the Services and cooperate with VERNET to solve these matters. Client shall ensure knowledge of, accept and complete VERNET's safety checklist as required by VERNET's guidelines on non-VERNET controlled sites.

9.7. VERNET reserves itself the right to subcontract any agreed Services, or component thereof, without the consent of the Client.

10. Intellectual Property

10.1. "Intellectual Property Rights" or "IPR" means any intellectual and industrial property rights including, but not limited to, copyright, moral rights and neighbouring rights, all rights in relation to: inventions (including patent rights and utility models), trademarks, confidential information (including trade secrets and know-how), drawings, prototypes, algorithms, software, mask works and semiconductor topographies and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field, granted by law anywhere in the world whether registered or unregistered or capable of registration and all applications therefore. "Background IP" means any Intellectual Property Rights existing before the date of the Acceptance, and any Intellectual Property Rights generated after the date of Acceptance but outside the scope of these T&C. "Foreground IP" means all intellectual property and Intellectual Property Rights generated under these T&C, including Specific Tools.

10.2. Each Party shall remain the owner of its Background IP and nothing contained in these T&C shall imply any transfer of title of Background IP. VERNET shall be the sole owner of all Foreground IP and shall have full title to such rights.

10.3. The Client shall not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks (which term for purposes of these T&C shall include but not be limited to trademarks, trade names, service marks, logo marks, trade dress other trade names, whether registered or unregistered) used by VERNET in relation to the Products or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Products. The Client shall not use or authorise any third person to use the trademarks used by VERNET in relation to the Products on any stationery, advertising, promotion or selling material other than the Products or other such materials supplied by VERNET to the Client. All advertising, promotion and selling materials supplied by VERNET to the Client shall remain the property of VERNET and the Client shall not permit any other person to make use thereof. The use in any form of the name "VERNET" or VERNET's logo in the official name, company name, trading or business name, domain name or other similar name of the Client requires the prior written approval of VERNET.

10.4. The Client agrees to inform VERNET promptly about any infringement of any of VERNET's trademarks or other Intellectual Property Rights or of any act of unfair competition of which the Client has knowledge. VERNET and the Client shall then jointly decide on appropriate action. The Client agrees to assist in every way possible in legal actions taken by VERNET or its affiliated entities in this regard.

10.5. If any claim is made against the Client that the Products infringe or that their use or resale infringes the rights of any third party, VERNET may (at its option) either secure the Client's right to continue to use the Products or replace or modify the Products to make them non-infringing, or if neither of these alternatives is reasonably available to VERNET, refund the purchase price.

11. Termination

Without prejudice to any other rights, the Agreement between the Parties may be terminated immediately at any time effective upon written notice under the following conditions by either Party if the other Party commits a material breach of its obligations and such breach is not cured within 30 (thirty) business days of written notice of such breach, if such breach is not reasonably subject to cure within 30 (thirty) business days, or if the Party in breach has not started a continuous good faith effort to cure the default.

12. Liability

In no event, shall VERNET be liable for indirect, incidental, or consequential damages, including but not limited to bad fortune, loss of anticipated savings, loss of contracts, loss of benefits, loss of profits, loss of production, loss of customers, loss of data, or penalty payments, to the extent permitted by mandatory law. In any case, the client agrees and accepts that Vernet responsibility as foreseen in the T&C never exceeds the price paid for the Products and Services to which such liability relates to the extent permitted by mandatory law.

This limit of liability is cumulative and not per-incident (i.e. the existence of two or more claims will not enlarge this limit).

13. Data Protection

13.1. In performing and participating in the transactions based on these T&C, the Client may have access to one or more databases, applications, reports, documents and/or other information in hardcopy or electronic form that contain or process data relating to identified or identifiable individuals ("**Personal Data**"), which the Client acknowledges may be of a sensitive nature and which the Client undertakes to treat in a strictly confidential manner and not to use unless explicitly authorised by VERNET in writing or required by the applicable law. The Parties must each ensure that the persons who are authorized to process Personal Data are bound by confidentiality undertakings or subject to an appropriate statutory duty of secrecy. Each Party is responsible for the undertaking of its own personnel and the assigned employees must be advised that the data secrecy continues to apply after the termination of their employment.

13.2. The Parties commit to process any Personal Data received from the other Party and/or its affiliated entities in accordance with any applicable personal data processing legislation. This also includes compliance with the applicable requirements for any transfer of Personal Data to recipients (such as any service provider) in and outside the European Union for accounting, financing and/or contract management purposes.

13.3. VERNET processes Personal Data of the Client's employees for the purposes of managing the commercial relationship. Such processing is justified by the legitimate interests pursued by VERNET, as it is necessary for the proper performance of the contractual relationship with the Client. Personal Data shall be retained during the contractual relationship plus the applicable statutory limitation period. Personal Data are intended for the VERNET and for third-party service providers acting as subcontractors on which the VERNET may rely for the purposes of the processing. The Client's employees have a right of access, rectification, deletion or portability of their data, and a right to oppose the processing or to seek the limitation of the same, the right to define guidelines for the post-mortem fate of their data, under the conditions and within the limits provided for by applicable regulations. In order to exercise the said rights, they may contact [data-protection@vernet.com]. They may file a complaint with CNIL. The Client must inform its employees accordingly.

14. Force Majeure

14.1. "Force Majeure Event" means an event beyond the reasonable control of VERNET, which is due to external circumstances including, without limitation, general labour disturbances such as, but not limited to strikes, lockouts, boycotts and labour disputes, (but excluding strikes, lockouts, boycotts and labour disputes involving employees of VERNET), supply difficulties and delays, any delays at borders and/or as a result of customs controls, breach of contract or disputes with the sub-contractors of VERNET, acts of God, war, riot, civil commotion, malicious damage (but excluding malicious damage involving the employees of VERNET), acts of Government or any governmental authority or representative thereof (whether or not legally valid) such as, but not limited to, a rule, regulation, law, governmental order or direction, embargoes and trade limitations, accident, breakdown of plant or machinery, fire, flood, pandemic, epidemic, storm and difficulty or increased cost in obtaining workers, goods or transport. An event which is foreseeable at the time of Acceptance, but which consequences may not be reasonably anticipated shall be considered as Event of Force Majeure.

14.2. If VERNET is prevented, hindered, or delayed from or in performing any of its obligations under these T&C (other than a payment obligation) by a Force Majeure Event, VERNET's obligations under these T&C are suspended while the Force Majeure Event continues and to the extent that it is prevented, hindered or delayed.

14.3. Where a Force Majeure Event, each party shall have the right to rescind the Agreement. In any case no indemnity shall be claimed or exercised by either Party in case of a Force Majeure Event.

15. Confidentiality

15.1. "Confidential Information" means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these T&C, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as "confidential" or "proprietary" or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

15.2. Neither Party, including but not limited to its affiliated entities, shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these T&C make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Products which it may receive or obtain either directly or indirectly. This obligation shall remain in force 5 (five) years after fulfilment of the Products, assets and/or Services, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party;

(ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its affiliated entities, and without reference to any of the disclosing Party's Confidential Information or other information that was disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

15.3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these T&C. No warranties of any kind (whether expressed, implied or statutory) are made in connection with the Products as to the accuracy or completeness of the Confidential Information disclosed.

16. Export Regulations and Anti-Corruption

16.1. The performance of any obligations under these T&C is conditional upon that no hindrances attributable to applicable local French, European Union or international rules of foreign trade law or any sanctions or any embargoes exist.

16.2. The Client shall not take any action which could place VERNET or any other associated company in jeopardy of breaching or violating any such laws, regulations, provisions and/or acts or any interpretations thereof.

16.3. The Client agrees to comply fully with all applicable anti-corruption laws and regulations, including (but not limited to) those in the jurisdiction in which the Client is registered. The Client agrees to comply with VERNET's Code of Ethics and related policies, available at [<https://www.XXX>].

17. Governing Law and Jurisdiction

17.1. These T&C, their interpretation and any obligations arising out of or in connection with it and the Agreements are governed by and shall be construed in accordance with the laws of France without regard to any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

17.2. Any dispute arising directly or indirectly out of these T&C shall be resolved exclusively by the competent courts in having jurisdiction over the area where VERNET has its registered office.

General

17.3. If any provision of these T&C is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these T&C but without invalidating any of the remaining provisions of these T&C. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

17.4. The Client may not assign, license or sub- contract all or any of its rights or obligations under these T&C without VERNET's prior written consent. VERNET may assign, license or sub- contract all or any part of its rights or obligations under these T&C without the Client's consent.

17.5. Failure to exercise or delay in exercising a right or remedy provided by these T&C or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these T&C or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

17.6. Any notice hereunder mentioned shall be deemed to have been duly given if sent by registered post and email to the Party concerned at its registered office or principal place of business.

17.7. If there is any conflict between the English version of these T&C and any translation thereof into any other language, the French language version of these T&C shall prevail.