

TERMS AND CONDITIONS OF SALE

1. Acceptance :

All offers and sales by Erla Technologies S.A.S., unless otherwise expressly, specially and in writing, are subject to these terms and conditions, notwithstanding any other document or indication to the contrary in the buyer's general terms and conditions of purchase. All orders imply the buyer's unreserved acceptance of these terms and conditions.

2. General:

Erla Technologies S.A.S.'s proposals, plans and advertising, in any form whatsoever, cannot constitute a firm commitment. Erla Technologies S.A.S. reserves the right to make any technical modifications it deems appropriate, after informing the buyer, without being obliged to apply these modifications to equipment that has been already delivered. The data and descriptions contained in Erla Technologies S.A.S.'s commercial documents are for information purposes only and may be modified unilaterally. This data is only binding if the commercial offer or contract expressly refers to it.

3. Studies and plans :

Erla Technologies S.A.S. owns an intellectual property right to its studies and projects, which may not be executed, reproduced or disclosed without its prior, written consent. The buyer who supplies Erla Technologies S.A.S. with plans, parts or materials for the purpose of fulfilling an order, is required to ensure beforehand that these elements are not protected by private rights, particularly under an industrial property right, and holds Erla Technologies S.A.S. harmless against the consequences of legal action resulting from their use. In such a situation, the customer shall be a party to the proceedings and shall bear all costs, fees and any sentences borne by Erla Technologies S.A.S.

4. Controls :

All orders become firm and definitive only with the acceptance and written confirmation of the competent department of Erla Technologies S.A.S. and, if applicable, payment of the deposit provided for in the commercial offer or the special terms and conditions.

5. Changing or cancelling an order :

Requests for changes to orders shall only be considered if they are notified in writing to the head office of Erla Technologies S.A.S. and are subject to its approval. The costs incurred by any change to the order at the buyer's request shall be borne by him. In the event of a cancellation of the order, the down payments will be kept by Erla Technologies S.A.S. Moreover, the buyer is obliged to pay the price corresponding to the part of the order that has already been performed on the day of this cancellation, without prejudice to any damages.

6. Shipping :

Our goods travel at the risk and peril of the recipient, whatever the mode of transport or the means of payment of the shipping price (carriage paid or carriage forward). In the absence of any provision in the commercial offer or contract, the products are deemed to be sold ex-works and delivered to Erla Technologies S.A.S. warehouses in France.

7. Delivery time :

Delivery times are given only as an indication, any delays not entitling the buyer to cancel the sale, refuse the goods or services, or claim damages.

Any delivery time:

- is suspended until the buyer has provided Erla Technologies S.A.S. with all the technical information or specifications necessary for manufacturing;
 - can be extended in the event of modification of the order requested by the buyer.
- All cases of force majeure shall justify any cancellation, suspension or delay of orders by Erla Technologies S.A.S.

8. On-site intervention - Installation :

The buyer will provide, before the intervention of the Erla Technologies S.A.S. team, any useful information concerning the rules applicable on the site in terms of health and safety, as well as bylaws. Failing this, the installation may be delayed for the time necessary for communication and Erla Technologies S.A.S. will only be held liable for compliance with the rules usually in use for the service in question, without being held liable for failure to comply with any particular rule applicable on the site. Any interruption to installation or commissioning not attributable to Erla Technologies S.A.S. will result in additional billing. Erla Technologies S.A.S. disclaims any liability for existing facilities on which the equipment is installed or connected.

9. Acceptance:

For materials giving rise to an acceptance procedure, and unless otherwise specified in the commercial offer or contract, acceptance shall take place at the delivery site in the presence of a representative of the buyer. The purpose of acceptance is to jointly establish the conformity of the equipment with the specifications mentioned in the commercial offer or quote. If this conformity is certified, the buyer is obliged to sign the minutes, which is equivalent to a notice of availability of the equipment. If the tests prove unsatisfactory, the buyer make precise and reasoned provisos immediately recorded in writing in a report. Erla Technologies S.A.S. shall then do all possible to remedy the defects as soon as possible and to carry out satisfactory tests justifying the signing of the acceptance report. If the purchaser is not present at the tests and acceptance, the test report drawn up by Erla Technologies S.A.S. in duplicate shall be deemed to be signed in the presence of both parties, and acceptance shall be declared tacitly and unreservedly.

10. Price :

The prices are mentioned in the commercial offer given by Erla Technologies S.A.S. The services and fittings ordered and not mentioned on the commercial offers are considered to be additional work and are subject to additional billing. Except in the case of special conditions, especially for export, prices are in euros, free of packaging, postage and taxes. All costs, such as shipping costs, insurance, export permits, import transit as well as the financial consequences of authorisations or certifications are borne by the buyer. Maintenance, if applicable, is subject to a specific commercial offer and separate invoicing.

11. Payment:

Invoices are payable in euros at the registered office of Erla Technologies S.A.S., payment will be made within 30 days of the invoice date, without discount. Any payment is deemed to have been made on time only when the entirety of the sums invoiced is actually received on the due date. The purchaser is not entitled to suspend payments in the event of complaints or warranty claims. Erla Technologies S.A.S. reserves the right to demand collateral or full payment for the order at any time, without a discount, depending on the risks involved, including but not limited to a change in the buyer's financial situation or a proven deterioration in the buyer's creditworthiness. By express agreement, the non-payment of our goods by the fixed deadline will lead to the immediate payment of all sums remaining due whatever the means of payment envisaged and the application, as a Penalty Clause, of an indemnity equal to 15% of the sums due. Failure to pay will also result in the application of late payment penalties at a rate equal to three times the legal interest rate and the payment of a lump-sum indemnity for recovery costs of EUR 40. In the event of late payment, Erla Technologies S.A.S. reserves the right to suspend the performance of its own obligations until the arrears are paid. In the event of non-payment, the sale or the contract will be Terminated ex officio, if Erla Technologies S.A.S. sees fit, 30 days after a formal notice by registered letter with acknowledgement of receipt has gone unheeded. Subject to cases of receivership or liquidation, at the end of this period, Erla Technologies S.A.S. reserves the right to request:

- the immediate return of the goods sold at the expense and risk of the buyer, in application of the retention of title clause below,
- the immediate payment of all outstanding receivables,

-cancellation of all or part of other orders and contracts in progress.

12. Retention of title clause :

Erla Technologies S.A.S. retains ownership of the goods sold until actual payment of the full price in terms of principal and incidentals. Failure to pay by any due date may result in the goods being reclaimed. These provisions do not prevent the transfer to the buyer, upon delivery, of the risks of loss and damage of the goods sold as well as the damages they could cause. The buyer shall, at Erla Technologies S.A.S.'s first request, provide evidence that it has taken out an insurance policy (covering the risks of civil liability, fire, explosion, theft, water damage, possible machine breakage and electrical risks, etc.) covering all property necessary for the performance of its activity, including property that it does not own.

The buyer shall be obliged to oppose by all legal means any claims that third parties may hold against the goods held, by means of seizure, confiscation or equivalent procedures. He shall, as soon as he becomes aware of them, notify Erla Technologies S.A.S. to enable it to safeguard its interests.

13. Termination Clause:

In the event of failure to comply with any of these general terms and conditions or the special terms and conditions of sale or any other obligation relating to any order already concluded or to be concluded subsequently, Erla Technologies S.A.S. shall have the right to consider this order, as well as any order in progress, to be automatically terminated, without compensation at its expense and without prejudice to any damages accruing to it. Termination shall be pronounced by registered letter with acknowledgement of receipt.

14. Quality and performance:

The goods are manufactured by Erla Technologies S.A.S. according to best practice and in accordance with standards in force. However, as applicable, it is the responsibility of the customer to verify their compliance with applicable occupational health and safety regulations.

All goods are made by Erla Technologies S.A.S. according to the specifications of the commercial offer accepted by the buyer and, as applicable, the specifications established according to the needs expressed by the buyer. Erla Technologies S.A.S. shall take all necessary steps to achieve the industrial or economic performance provided for in the commercial offer and, as applicable, in the specifications, within the framework of an obligation of means.

15. Warranty:

The equipment sold is guaranteed against any defect in material or workmanship under the conditions below. The operating defect must appear within a period of 6 months from delivery for a use of the material defined in the order.

Warranty is excluded:

- if the faulty material or design comes from or has been imposed by the buyer ;
- if the deterioration of the goods is due to damage or poor handling or storage conditions after delivery;
- if the defect is the result of unauthorised work on the equipment (modification, repair, etc.);
- if the defect is the result of normal wear and tear of the equipment or of negligence or lack of maintenance on the part of the purchaser in relation to Erla Technologies S.A.S. recommendations.
- if the defect results from the use of the material without precautions or not in conformity with its normal purpose;
- if the defect is the result of force majeure.

Under the warranty, Erla Technologies S.A.S. will exchange or repair, free of charge, any parts found to be defective by its technical services, to the exclusion of any other warranty. The exchange of parts or their repair does not extend the warranty period of the equipment sold as specified in the first paragraph. In addition, Erla Technologies S.A.S. accepts no liability for loss of liquids for any reason whatsoever. If Erla Technologies S.A.S. is required to intervene on the installation site, the travel expenses of its personnel, as well as the time spent on dismantling or reassembly operations, which may be necessary due to the particular conditions of use or installation of the equipment will be invoiced to the buyer.

16. Civil liability :

We cannot be held liable for any personal injury for an amount exceeding €10 000 000, for material and consequential damages. Erla Technologies S.A.S. shall only be liable in the event of gross negligence or willful misconduct on the part of its legal representatives or employees in respect of matters relating to their obligations. Any warranty or liability action must be brought within one year of the occurrence of the event giving rise to the liability. Erla Technologies S.A.S. shall not be obliged to compensate for any intangible or indirect damage, such as operating losses, production losses, loss of profit, loss of opportunity, commercial loss, loss of image, loss of profit, etc. In any event, the liability of Erla Technologies S.A.S. is limited, for all causes, to the amount of the sums received by it under the order or contract in question. The buyer waives any remedy against Erla Technologies S.A.S. and its insurers beyond this limit and/or for damages excluded by this contract, and agrees to waive such a remedy on the part of Erla Technologies S.A.S. and its insurers.

17. Applicable law – Address of service and jurisdiction :

The law applicable to contracts concluded with Erla Technologies S.A.S. is French law. Any dispute relating to the interpretation or performance of this agreement will be subject to the jurisdiction of the courts of Epinal.