

General conditions

For sales on the basis of a quotation

I – GENERAL PROVISIONS

These general conditions for sales on the basis of a quotation apply to the contractual relationship between the company Jungheinrich France (hereinafter referred to as the “Supplier”) and the Client company, hereinafter referred to as the “Client”, jointly referred to as the “Parties”.

Pursuant to article L. 441-1 of the French Commercial Code, they shall constitute the “sole basis for commercial negotiation”. They therefore apply to all of the Supplier’s business, forming the legal basis for the contract unless otherwise negotiated under specific terms between the Parties. Any possible general purchasing conditions put forward by the Client will be considered only as proposals. These general terms and conditions take precedence over all clauses to the contrary put forward in any manner by the Client unless the Supplier has expressly accepted the clauses in question. Any order or acceptance of a proposal from the Supplier implies unreserved acceptance of these general terms or conditions unless negotiated otherwise by the Parties.

These general terms and conditions apply to the sale of “equipment” and the any associated services (hereinafter referred to as the « Supply »). They do not apply to the services when these are the main subject of the contract.

They apply to the production of an item of equipment based on a schedule of conditions.

II - PROPOSAL

In its proposal, the Supplier describes the conditions of production of the Supply requested by the Client.

Consequently, the Client shall precisely specify its requirements in a schedule of conditions. It shall supply complete, accurate and reliable information concerning not only its requirements, its operating and environmental conditions but also the specific characteristics of the products it intends to process using the Supply. This information is required in order for the Supplier to draft its technical and business proposal.

The price indicated in the proposal shall exclusively correspond to the term and conditions specified therein.

Any modifications to the Client’s requests may give rise to a revision of the offer and the related price.

Unless specifically stated otherwise, the Supplier’s proposal shall remain valid for one month. Unless specifically stated otherwise by the Supplier, this one-month period will be considered as constituting the “fixed deadline” in the terms of article 1117 of the French Civil Code.

III – CONTRACT

1. Contractual documents

The contract includes the following contractual documents in descending order of importance:

- The contract or the specific conditions agreed by and between the Parties;
- The Supplier’s proposal;
- These general conditions for sales on the basis of a quotation;
- The Client’s schedule of conditions (where applicable);
- Documents of the following nature shall not be included in the contract: commercial documents, catalogues, advertising or price lists unless expressly mentioned in the specific conditions. Any information, photos, weights, prices and drawings set out in these documents are provided for information purposes only and have no contractual value and the Supplier reserves the right to make any modifications. Such modifications may even be made after acceptance of the orders, as long as they do not adversely affect the key performance and characteristics of the Supply concerned by the sale.

2. Formation of the contract

Unless provisions to the contrary are stated in the Supplier’s proposal, the contract shall enter in force as of signing date of the contract or when the Supplier has expressly accepted the Client’s order, and in all cases after the relevant down payment has been cashed.

3. Implementation of the contract – Subcontracting

The Supplier reserves the right to subcontract the production of all or part of the Supply under the contract under the legal conditions applicable. In any case, it shall guarantee implementation in compliance with the contract.

4. Amendment and cancellation of the contract

4.1 Any amendments and additions to the contract, concerning in particular delivery and performance times, quantities or products shall be subject to the express acceptance of the Supplier, which will notify the Client of the terms and the consequences on the business conditions. Such amendments shall be the subject of an amendment to the contract.

4.2 Any contract is deemed to irrevocably express the Parties' consent. Cancellation may only occur with the express consent of the other Party. If the Supply agrees to any such cancellation, the Client will compensate it for all the expenses it has incurred and for all and any direct and indirect consequences resulting therefrom. In any case, down payments and other payments already made will be retained by the Supplier.

5. Termination for breach

In the event of a serious breach of a substantial obligation by one of the Parties, the other Party will be rightfully entitled to terminate the contract subject to a thirty (30) day prior notice remained without effect, specifying the alleged breach and its intent to terminate the contract pursuant to this article.

This provision does not present any obstacle to any claim for damages for the losses suffered due to the total or partial failure to abide by the terms of the contract.

Any application of article 1222 of the French Civil Code concerning the Client's option to have an obligation implemented himself is expressly excluded.

No price reduction may be claimed under article 1223 of the French Civil Code without the Supplier's express, prior consent.

IV – SURVEYS – INTELLECTUAL PROPERTY – ADVERTISING & PUBLICITY – PRIVACY– PERSONAL DATA

Each of the Parties will remain the owner of the prior knowledge that it has implemented in

connection with the formation and performance of the contract.

1. Intellectual property – Surveys

The Supplier is and shall remain the owner of the intellectual property rights and know-how concerning the projects, software, design plans, drawings and technical documents of all kinds submitted or sent to the Client, even if a survey contract is concluded. These items and information may not be communicated by the Client to any third parties nor implemented without the Supplier's prior written consent.

No transfer of intellectual property rights may be made if it has not been the subject of a prior written agreement between the Parties.

Unless otherwise expressly agreed, the Supplier shall under no circumstances be required to issue the Client with any assembly drawings, subassembly drawings, detailed drawings, notes or calculations concerning the Supply along with the proposal.

2. Cooperation between the Parties

As it is produced to meet the specific needs of the Client, a skilled professional in its speciality area, the creation of an item of Supply is a delicate matter which can only be completed through close cooperation between the Parties.

Such collaboration shall not result in creation of a collective work of any form, with the Supplier retaining exclusive ownership of the results.

The basis of this cooperation is the definition by the Client of its requirements and of the intended end purpose, and the communication of this information to the Supplier, which shall act diligently to fulfil its obligation to provide advice and information.

The Client agrees to supply complete, accurate and reliable information concerning not only its requirements, its operating and environmental conditions but also the specific characteristics of the products and activities it intends to process using the Supply. In particular, among other things it is the responsibility of the Client to perform geological and climatic surveys for the premises and to provide all necessary information to the Supplier.

The satisfaction of its requirements will largely depend on the information it supplies.

Consequently, the Supplier shall not held liable for any omissions or errors contained in the items and information supplied by the Client, including:

- Any difficulties of access to or relating to the setting-up of the installation ;

- Other equipment or supplies, whether future or existing, which may have an impact on the implementation of the contract.

The fact that the Supplier participates in the preparatory work with the Client, (participation in site surveys) may not result in it incurring any liability under the terms of the above-mentioned provisions.

3. Confidentiality

The Parties reciprocally agree to be bound by a general confidentiality obligation in relation to any oral or written confidential information, regardless of its form and its medium (discussion reports, plans and drawings, exchanges of computerised data, activities, installations, projects, know-how, products, etc.) exchanged during the preparations and the implementation of the contract, except for information generally known to the public or subsequently will become so without any fault on the part of one of the Parties.

Consequently, the Parties hereby undertake to:

- Treat as strictly secret any and all confidential information, and in particular to never disclose or communicate all or part of the confidential information in any form, directly or indirectly, to whomsoever, without the other Party's prior written consent;
- Never use all of part of the confidential information for any purposes or activities other than the implementation of the contract;
- Never copy or imitate all or part of the confidential information.

The Parties agree to take all necessary measures to ensure that this confidentiality obligation is respected during the whole duration of the contract and even after its term, and undertake to ensure that this obligation is observed by all of their employees. This is an absolute obligation.

Any failure to respect these confidentiality commitments will be considered as constituting a failure to comply with the applicable requirements of national law and the rules of Directive 2016/943 of 8 June 2016 on the protection of undisclosed know-how and business information (trade secrets), the provisions of which the Supplier and the Client undertake to comply with.

4. Advertising

The business relationships established between the Parties grant neither party any entitlement to the sales aids, brands, trademarks or any other distinctive markings belonging to the other Party. Any use of such assets by one of the Parties requires the prior written consent of the other Party.

Any use by one of the parties of these aids, brands, trademarks and distinctive markings on documents such as advertising, catalogues, prospectuses, and professional directories, etc. shall be subject to the Supplier's prior and express consent.

Any failure to comply with the above-mentioned provisions may result in the injured party choosing to suspend the performance of its obligations and, where applicable, to pursue compensation for the loss incurred.

5. Guarantees concerning counterfeiting and unfair competition

The Parties mutually guarantee one another that at the time the contract is signed the content of the technical documents and plans and their implementation conditions involve no use of intellectual property rights or know-how belonging to a third party. They also guarantee that they are able to use these freely without contravening any contractual or legal obligations.

They mutually agreed to indemnify each other against any direct or indirect consequences of any liability claims resulting among other things from proceedings for counterfeiting or unfair competition.

6. Data protection

6.1 JUNGHEINRICH declares that the personal information supplied by the Client when placing an order undergoes computerised processing in a data file intended to manage clients and process orders. JUNGHEINRICH guarantees that it will not divulge any personal information or data concerning the client and agrees to process the personal data pursuant to the provisions of regulation 2016/679 from the European Parliament concerning the protection of natural persons with regard to the processing of personal data and the free circulation of this data of 27 April 2016, which took effect on 25 May 2018 hereinafter referred to as the "GDPR", which repeals Directive 95/46/EC hereinafter referred to as the "Personal Data Protection Law". Jungheinrich also hereby declares that it complies with the provisions of law number 2018-493 of 20 June 2018 concerning the protection of personal data.

6.2 JUNGHEINRICH expressly informs the Client of the collection, processing and use of personal data in as far as this is required for the performance of this agreement. The Client agrees that its data will be recorded, transmitted, deleted or blocked by JUNGHEINRICH in as far as this is required to fulfil the purpose of this agreement. This data enables JUNGHEINRICH to provide the Client with the necessary assistance and remains entirely under the latter's responsibility and liability.

6.3 When placing its order, the Client authorises the vendor to use the data from the contract (company, last name, first name, street, street number, postcode, place) to forward its data to third parties who are bound by strict confidentiality obligations, including during solvency checks.

6.4 The data collected can be exploited for the purpose of commercial prospection by electronic means.

6.5 Pursuant to legal obligations in this field, the Client has:

- The right to obtain information free of charge concerning its recorded personal data;
- The ongoing possibility to correct, block and/or delete this data;
- The possibility to oppose or revoke the use of the data for advertising purposes at any time.

By simply writing to JUNGHEINRICH France at DPO.France@jungheinrich.fr and mentioning the company, name, complete address and possibly the client number, with no costs payable by the latter.

V – DEADLINES

1. Deadlines

The nature of the relevant deadlines stated in the contract shall be clearly specified (imperative or approximate deadline, availability time, deadline of submission for acceptance, delivery time, acceptance deadline, etc.).

These deadlines shall start run from the date of signing the contract as long as the Client has provided all the necessary documents and authorisations and all the technical issues have been resolved. As long as these conditions are not met, the delivery deadline will be extended by an equivalent period.

2. Delays

Time for delivery and time for performance shall be defined by the Parties based on a planning schedule describing the implementation phases of the contract (Delivery, Provisional Acceptance, Lifting of Reservations, Final Acceptance, etc.).

In the event of Provisional Acceptance being delayed beyond the date stipulated in the order for reasons attributable to the Supplier, penalties may be applied, but shall not exceed 0.5% for each full week's delay after the end of the second week, with a maximum of 3% of the ex-tax value of the Supply delayed.

In any case, this penalty shall be paid as a lump sum, in full discharge and exclusive of all other

compensation on the same ground.

A penalty can only be applied if the delay is due exclusively to the Supplier. It may only be applied if the Client has notified the relevant penalty in writing within thirty (30) days of the effective date of Provisional Acceptance.

In the case of delivery due to the Client, the Supplier shall notify it of such delay and will be entitled to request for a schedule change. Additionally, it will specify it the possible financial consequences which such delay could give rise to.

In that case, as in the case of an occurrence of force majeure as defined in article XII of these general conditions, a new planning schedule shall be set out by and between the Parties and the Client will not be entitled to request any penalty to the Supplier as a result of this modification of the planning schedule.

VI - TRANSPORT – CUSTOMS – INSURANCE

Unless agreed otherwise, the Client will assume all costs and expenses relating to insurance operations. The same applies for transport, customs, handling and worksite delivery operations pursuant to the Ex Works Incoterm (EXW) from the International Chamber of Commerce, version 2010. Upon request from the Supplier, the Client shall provide the Supplier with a copy of documents confirming that it is covered by insurance for these risks.

Pursuant to article L. 133-3 of the French Commercial Code, it is the Client's responsibility to check the shipments on arrival and, where applicable, to issue any complaints or claims against the haulier even if the shipment was made on a carriage paid basis. Any transport-related complaint or claim shall be submitted within the three-day (3) period in accordance with this provision.

In case of shipment by the Supplier, the shipment shall be performed on a freight collect basis at the lowest prices unless expressly requested otherwise by the Client, in which case the supplementary transport costs shall be assumed by the Client.

The expressions "subject to unpacking" have no value vis-a-vis the haulier and will not be accepted as a reservation. If the Client uses the services of a forwarding agent or haulier for the collection of the products covered by the contract, the Client shall bear any and all financial consequences resulting from any direct action taken by the haulier against the Supplier.

VII - RETENTION OF TITLE AND TRANSFER OF RISKS

Non-payment at any of the payment due dates may result in the return of the Supply being demanded.

However, as from the delivery the Client shall bear the risks of loss or deterioration of the Supply and liability for any losses they could cause.

The Supplier shall keep title to the Supply provided until payment in full of the asking price (principal amount and accessory charges).

When the Client's usual business activity is the resale of equipment (in its capacity as a distributor, dealer, etc.) as a waiver to article 1599 of the French Civil Code it will be entitled to resell equipment on which it does not have full title yet. Such resale shall then be made subject to a retention of title clause on behalf of the original Supplier and the receivables from this resale will automatically belong to the latter in the event of late payment or a cessation of payments by the Supplier.

VIII – DELIVERY - TEST & ACCEPTANCE

1. Delivery

Unless otherwise agreed, delivery is considered to be effective when the advice note announcing availability in the Supplier's factory or warehouse is issued (EXW – Incoterms CCI, 2010 version). The transfer of risks shall occur upon delivery, even if the contract includes services such as transport, assembly and commissioning, etc.

If collection has been delayed at the Client's request for any reason outside the Supplier's control and if the latter has agreed thereto, the equipment shall be stored and handled, where appropriate, at Client's cost and risk. These provisions shall not affect in any way the payment obligations concerning the equipment and shall not constitute a novation.

If the transport is included in the contract price, the Client shall be bound to provide the Supplier with all relevant indications concerning the packaging, including details of how said packaging is to be produced considering among other things the transport conditions, the geographical and climatic conditions of the destination country, if applicable, and the storage conditions.

In all circumstances, the Client shall ensure that the storage of delivered equipment be made in conditions guaranteeing its satisfactory conservation and safety.

2. Assembly – Tests

Unless stated otherwise, the assembly and commissioning shall be carried out by the Supplier, which will be entitled to delegate to any person of its choice for all or part of these operations.

Contractual acceptance tests may be scheduled by special agreement. However, unless clear and express provisions have been made for these, they shall not be included in the contract and will be charged as extras.

During the assembly and availability phase for the Supply, the Supplier shall carry out tests (blank tests, adjustment tests) on the Client's site. During these services performed on the Client's site, the Client undertakes to provide the Supplier with access to its site, with all access authorisations and site rules, and to inform it of any obligations arising from the application of the various rules concerning the performance of work on-site by outside companies.

The Client shall supply any such installations and services (including offices, consumables, water, electricity, etc.) as necessary to the satisfactory performance of the services on-site and to the compliance with the relevant legal provisions in force concerning health and safety measures. After use, these installations shall be returned to the Client and the Supplier shall not be considered liable for their normal wear.

If the assembly and commissioning work are handled by the Supplier, the Client shall provide the necessary utilities and other resources free of charge in addition to the required qualified personnel within an agreed deadline.

3. Acceptance

Unless stated otherwise, the assembly and commissioning shall be carried out by the Supplier, who may delegate to any person of its choice for all or part of these operations (hereinafter "Provisional Acceptance").

The Parties shall proceed to a joint Provisional Acceptance inspection. The Client undertakes, as soon as this Provisional acceptance procedure is completed, to sign a commissioning report (also referred to as the "Provisional Acceptance Report") which the Supplier or its duly authorised representative shall submit to it.

In the event of non-conformity of the installed Supply, the Client shall enter its reasoned reservations, on the said Provisional Acceptance Report. The Report shall be signed and sent by the Client to the Supplier who shall have a maximum of five (5) calendar days to express any objections to the reservations, if any made or to countersign

it for acceptance.

Unless agreed otherwise by the Parties, the Supplier shall carry out the work necessary to remove any reservations, mentioned in the Provisional Acceptance Report within two (2) months from the date of the contradictory Provisional Acceptance visit.

On completion of the work necessary to remove the said reservations, the Parties shall carry out a joint Final Acceptance inspection at the end of which a Final Acceptance Report shall be drawn up and signed by both Parties.

In the absence of written and substantial objections to the terms of the Provisional Acceptance Report within ten (10) calendar days of being issued :

- The Supply under the Contract installed shall be deemed to comply irrefutably with the contractual specifications and shall be considered finally accepted.
- The Supplier shall be released from all its contractual obligations (other than those relating to the legal and material warranty) in respect of the installation of the Supply.

The signing of the Provisional Acceptance Report implies the starting point for the application of the warranty on the Supply.

In no way, failing which it may incur liability, shall the Client use the Supply before the Provisional Acceptance Report has been signed.

If the Client wishes to perform acceptance or verification checks on the Supply delivered by a third-party organisation, it shall bear the consequences in terms of costs and times. In this case, the acceptance shall also be carried out in the Supplier's presence.

Unless agreed otherwise, the following shall remain at the Client's expense: technical assistance after acceptance relating to the effective operational start-up and the production ramp-up, the training of operating crews, in addition to the maintenance and upkeep of the Supply.

IX – VERIFICATIONS - TECHNICAL REGULATIONS

1. Verification of the performance of services

If the Client would like to verify the performance of the Supplier's services, particularly by any verification bodies appointed by it, the Client shall bear the full cost of such checks. These verification operations shall not result in any delays in the

implementation of the contract.

2. Technical regulations

The delivered Supply complies with the applicable technical regulations and the technical standards for which the Supplier has explicitly mentioned the compliance of the Supply in question.

When the Supplier is the manufacturer of the Supply, it shall be responsible for the technical regulations applicable to the design and initial marketing of said Supply. The Client is responsible for the regulations applicable to the deployment and use of the Supply.

The proposal includes the regulatory requirements and more generally the safety requirements known to the Supplier at the time the proposal was drafted. In the event of modifications to the regulatory requirements between the submission of the proposal and the complete implementation of the contract, it may be subject of an additional offer to that effect.

Similarly, if during the same period the Supplier receives information which was not in its possession at the time the proposal was drafted, (a complete plan of the facilities, accessories, etc.), the modifications or additional Supplies made necessary as a result shall be the subject of an additional proposal.

The Supplier shall assume the regulatory compliance of the various components of the Supply. Any modification to the Supply which was not authorised by the Supplier, performed by the Client or by a third party which has not been approved by the Supplier, shall result in the cancellation of the EC conformity declaration issued by the Supplier. The replacement of a safety-relevant part with a non-original part shall also result in the cancellation of the said declaration.

The Client shall be responsible for the use of the Supply under normal, foreseeable conditions of use and pursuant to the safety and environmental legislation applicable at the place of use and to accepted practices within its profession.

In particular, it is the Client's responsibility to choose a Supply corresponding to its technical requirements and its operating processes if necessary, and to consult with the Supplier to ensure that the product is suitable for the envisaged application.

X - PRICES

The prices are ex-tax, net and without discount for the Supply in the factory or warehouse of the Supplier (or of its suppliers).

These prices are considered as being based on the payment terms provided for in the contract.

They may be updated and revised. The agreed prices and commercial conditions shall be readjusted in the event of modifications to the Client's requests or requests for additional services and shall be the subject of an agreement between the Parties. They may also be modified in the event of unforeseen circumstances (article XII).

XI - PAYMENT TERMS AND CONDITIONS

1. Payment terms

Unless stated otherwise, payments shall be made at the Supplier's place of domicile, net and without discount, and in accordance with the following payment schedule:

- 30% cash on placing the order (down payment);
- 50% at the time of delivery, as defined in II;
- the balance by bank transfer, payable within thirty (30) days of the invoice issue date.

The invoice shall state the date on which payment is due.

Sums paid before delivery shall be considered as advance payments. The down payments are always made in cash upon receipt of the invoice and are deductible from the overall contractual amount and must be invoiced VAT is payable in accordance with the terms of the French General Tax Code.

The contractually agreed payment dates may not be modified unilaterally by the Client under any pretext whatsoever including in the case of disputes.

Unless specially agreed otherwise, no discounts shall be issued for advance payment.

Payments linked to availability shall correspond to either the provision of the complete Supply or shall be made on a pro rata basis according to the number of complete units supplied.

Repair and maintenance work in addition to additional Supplies or those delivered during assembly shall be invoiced on a monthly basis and payable in cash, net.

2. Late payments

In application of article L. 441-10 of the French Commercial Code, any late payment shall result in the following sums to be immediately due and payable without further notice, as from the first day

following the payment date specified in the invoice:

1/ Late payment penalties

The late payment penalties shall be determined by application of the European Central Bank's refinancing rate plus ten points.

2/ A 40€ lump sum compensation for recovery costs, in application of article D. 441-5 of the French Commercial Code.

Under the terms of the above-mentioned article L. 441-10 when the collection costs actually incurred exceed the level of this lump sum compensation, the Supplier shall also be entitled to demand a justified additional indemnity.

In addition to these indemnities and penalties, any delay in payment of a due date shall result in the acceleration of the contractual time for if the Supplier so chooses, and the whole outstanding sums shall be immediately due and payable.

The fact that the Supplier chooses to avail itself of one and/or the other of these provisions shall not prevent it from applying the retention of title clause stipulated in article VII.

In the event of late payment, the Supplier shall have a right of retention on the Supply.

3. Changes to the Client's situation

In the event of a deterioration to the Client's situation being noted by a financial establishment or demonstrated by a significant overdue payment or delays in returning drafts, or when the financial situation differs significantly from the data provided, delivery shall only be made in return for immediate payment and/or the suspension of the services.

In the case where the Client sells, assigns, sets up a pledge over or contributes to a company, any of its business concern or a substantial part of its assets or equipment, the Supplier reserves the right to proceed with the following, without notice:

- To implement the acceleration of payment and consequently to demand the immediate payment of all sums still due, regardless of their nature;
- To suspend any shipment;
- To confirm the termination of all contracts underway and also to retain all down payments received, tooling and products still in its possession.

XII – FORCE MAJEURE – HARDSHIP – PUBLIC HEALTH CRISIS

1. Force majeure

Neither Party to the contract shall be liable for its

delay or failure to perform any of its obligation under the contract if such delay or delay is the direct or indirect consequence of a case of force majeure.

Force majeure refers to any event outside a Party's control, which could not reasonably be foreseen at the time the contract was concluded and the effects of which cannot be avoided by appropriate and reasonable measures, preventing the party from fulfilling its obligations.

Each Party shall inform the other Party immediately if a force majeure incident occurs of which it is aware, and which, in its opinion, may affect the performance of the contract.

If the force majeure circumstances are temporary, the performance of the obligation shall be suspended unless the resulting delay justifies the termination of the contract.

If the force majeure circumstances continue for more than one month, the Parties shall consult each other to examine in good faith the evolution of the contract.

If the force majeure issues are permanent, the contract shall be terminated and the Supplier shall keep retaining the down payments already made and being entitled to claim all expenses incurred until the occurrence date of the event in question.

The Parties furthermore agree that, the following events when these prevent the performance of the obligation, constitute force majeure events in any circumstances:

- the occurrence of natural disasters;
- earthquake, storm, fire, flood, epidemic, pandemic;
- operating accidents, cyberattacks, explosions;
- armed conflicts, war, civil conflicts, terrorist attacks;
- industrial disputes, total or partial strikes on the Supplier's or the Client's premises;
- industrial disputes, total or partial strikes affecting Suppliers, service providers, hauliers, postal services, public services, imperative injunctions by the public authorities (import bans, embargoes), etc.

2. Hardship

The Supplier and the Client both declare that they do not agree to assume the risks related to changes in circumstances, in the terms of article 1195 of the French Civil Code.

3. Public health crisis

Neither of the Parties shall be held liable for any delay in performing or failure to perform any of its obligations if such delay or failure is the direct

consequence of a global epidemic as defined by the WHO (World Health Organisation) or its resurgence, these occurrences being considered as constituting legitimate causes of delay and exonerating the parties from liability.

Each Party may rely on such an occurrence to justify a delay or non-performance as long as it informs the other Party at the earliest opportunity by registered letter with acknowledgment of receipt and by email (the latter being sufficient to formally establish the event): mention of the grounds in said notification being considered as sufficient for the injured Party to benefit from the resulting consequences on the performance of the contract.

The Parties shall meet as soon as possible to examine any potential repercussions on the performance and economic balance of the contract.

Pending the outcome of the negotiations, the Supplier may suspend the performance of the Contract.

In the event of refusal or failure of the renegotiation, the Parties agree to undertake a conciliation or mediation procedure before taking any action before the courts.

XIII - WARRANTY

1. Scope of the contractual warranty

The Supplier agrees to rectify any operating defects affecting its Supply, arising as a result of a defect concerning construction, materials or implementation (including assembly if it handles this operation) subject to the following provisions.

2. Start and duration

The warranty period shall run from the date of Provisional Acceptance for a period of twelve (12) months, unless agreed otherwise by the Supplier. This period may be reduced if the operating conditions of the Supply include a daily operating rate in excess of the Supplier's recommendations.

The starting point and duration of the warranty shall remain unchanged if parts are replaced or modifications undertaken by the Supplier under the warranty. The replacement of parts shall not have the effect of extending the warranty period.

In the case of any possible stoppage, the Parties may agree on an extension of the guarantee period for a duration equal to the immobilization period.

3. Warranty application conditions

In order for the Client to be entitled to benefit from the guarantee provisions, it shall :

- Inform the Supplier immediately and in

writing of any defects it considers as affecting the Supply;

- Provide all proof of the existence of such effects;
- Give the supplier every possibility to observe and resolve these defects.

As a preventive measure, the Supplier may decide to carry out work at its cost during the warranty period. The Client shall neither be entitled to oppose it nor to claim any compensation. The Supplier shall inform the Client of such intervention with a reasonable notice.

At the Supplier's choice, the warranty shall consist in the replacement or repair of the defective parts to ensure that the Supply is compliant vis-a-vis the contract. The Supplier reserves the right to modify the Supply if necessary to satisfy its contractual obligations.

Unless agreed otherwise, works resulting from the warranty obligations shall be carried out at the Supplier's factory after the client has sent it back the Supply or the defective parts for their repair or replacement.

Nevertheless, in the case where, having regards to the nature of the Supply, the repair can only be performed on the installation site, the Supplier shall bear the labour costs corresponding to such repair, to the exclusion of any special costs made necessary due to the conditions of use or accessibility for this Supply, which shall be agreed between the Parties.

4. Warranty exclusions

The Supplier's liability shall be excluded in any of the cases provided for in 2) of article XIV of these General Conditions. It is therefore expressly agreed that these exclusions under civil liability shall also constitute exclusion cases under the guarantee.

Additionally, the benefit of warranty shall be excluded if the Client has not complied with the payment terms stipulated in the contract.

XIV – LIABILITY

1. The definition of liability

The Supplier's liability is strictly limited to compliance, by itself or its subcontractors, with the expressly agreed contractual specifications.

The Supplier's liability shall be excluded in relation to any parts or items incorporated by the Client within the Supply and for the integration of the Supply itself in any larger assembly.

The Supplier shall only be held liable for the results

and performance expressly specified in writing by the Parties to the contract. Any other indication set out in the documentation shall be for information purposes only.

2. Liability exclusions

The Supplier's liability shall be excluded in the following cases:

- In the case of damage resulting from a lack of maintenance and supervision and more generally any non-compliant use with the manufacturer's written instructions (with the normal usage instructions being shown in the instruction sheet) or the applicable regulations;
- In the case of modifications or reconditioning work performed on the Supply by the Client or by a third party at its request, without the Supplier's prior written agreement;
- In the event that parts or components are used without the Supplier's agreement or approval;
- For defects resulting wholly or partially from normal wear and tear affecting the part, or damage or accidents considered the fault of the Client or a non-approved third-party;
- In the case of defects arising from parts supplied by the Client and incorporated in the manufactured item at its request;
- In the case of faults committed by the Client, relating to the implementation of the contract;
- In a case of force majeure and/or a public health crisis as defined in Article XII.

3. Liability limitations

The Supplier's civil liability, for all causes except for bodily injury and gross negligence, shall not exceed 50% of the ex-tax amount paid for the Supply.

The Supplier shall neither be held liable for the prejudicial consequences of the Client or any third party's faults concerning the implementation of the contract, nor for any losses arising from the use by the Client of technical documents, information or data issued by the Client or imposed by it.

In any case, the Supplier shall be bound to indemnify neither immaterial damages nor indirect damages, such as operating losses, loss of profit, loss of opportunity, market injury, loss of image or lost earnings, etc.

In the event that penalties or compensation have been jointly agreed, these shall be deemed to constitute constituting lump sum compensation in full discharge of debt and exclusive of any other sanction or indemnity.

4. Waiver of recourse

The Client hereby waives and shall procure that its insurers or any third parties in a contractual relation with it will waive, any legal action against the Supplier or its insurers beyond the limits and exclusions stipulated in these general conditions and in the contract.

XV – HEALTH – SAFETY – ENVIRONMENT

Pursuant to the specific requirements of the French Labour Code applicable to work done on the Client's premises by an outside company, the latter shall ensure the coordination of the prevention measures at the location of the intervention.

These measures are defined following a joint inspection of the work location and analysis of the risks.

They may be the subject of a written prevention plan in accordance with the current legal provisions. Such a plan will be drawn up and co-signed by the heads of all the companies with a presence at the site (user company, outside company and their subcontractors, if any) in order to identify all the necessary prevention measures before the first intervention and it will be updated at least once a year throughout the duration of the contract.

If the working conditions come to be modified, an amendment to the Contract will be drawn up.

The Client, in its capacity as the user, is under an obligation to comply with all applicable rules relating to safety and the environment, in particular those concerning collective protective equipment and personal protective equipment during use of the Supply. It is the responsibility of the Client to carry out general periodic checks and inspections on personal protective equipment pursuant to Articles R 4323-99 to R 4323-103, R 4535-7 and R 4721-12 of the French Labour Code. JHF disclaims all responsibility in the event of the Client's failure to comply with applicable safety and environmental regulations.

Unless agreed otherwise with the Client, JHF will take care of the disposal of Industrial Waste (IW). The Client will be billed for this service.

XVI – DISPUTE RESOLUTION – APPLICABLE LAW

No failure by the Supplier, at any time, to invoke any of the provisions of these general conditions, shall be considered as a waiver of those provisions at any time thereafter.

Similarly, if any of the provisions of these general conditions is or become invalid, the validity of the remaining provisions shall not be affected.

The Supplier and the Client shall endeavour to settle amicably any dispute arising out between them before having recourse to any other mode of resolution. In the absence of any amicably settlement within a one-month period of time as from the first request, each of them will be entitled to request mediation or take an action before the relevant court.

In the absence of any amicably settlement, the Commercial Court of Paris shall have sole jurisdiction, regardless of the sales terms and payment methods, even in the event of multiple defendants or the introduction of third parties.

The contract and any documents related thereto shall be exclusively governed by French law.

Version September 2021

Client's signature

Client's initials