

## GENERAL TERMS AND CONDITIONS OF PURCHASE

SCOREL - LA MOTTE SERVOLEX - FRANCE

1. These General Terms and Conditions of Purchase apply to any contract concluded between SCOREL, hereinafter referred to as "the Buyer", and any third-party supplier, service provider or subcontractor, hereinafter referred to as "the Supplier". Any modification or derogation from these Conditions must be expressly agreed in writing by the Buyer. The goods or services provided under these General Terms and Conditions of Purchase are hereinafter referred to as "the Product". "Written" means any document signed by the parties, or any exchange by letter, e-mail, purchase order or any other means explicitly agreed between the parties.

### PRODUCT INFORMATION

2. All information contained in general documentation or price lists, in electronic or other format, shall only be binding if expressly incorporated into the contract.

### DRAWINGS AND DESCRIPTIONS

3. All drawings and technical documents relating to the Product or its manufacture, submitted by one party to the other before or after contract signature, remain the property of the issuing party. Technical documents of any kind received by the Buyer may be used for its own needs or those of its customers. They may be copied, reproduced, transferred or disclosed to a third party outside the project without explicit approval. Documents that may not be copied, reproduced, transferred or disclosed must bear the statement: "Confidential - For Buyer's Use Only".

4. No later than on the delivery date, the Supplier shall provide, free of charge, all information, contractual documentary deliverables and drawings required for installation, commissioning, operation and maintenance of the Product. The number of copies shall be the one contractually agreed, or failing that, at least one copy in both paper and digital format. The Supplier is not required to provide manufacturing drawings; however, it shall, upon simple request, provide the list of spare parts required for normal operation of the Product.

### ACCEPTANCE TESTS

5. Unless otherwise agreed, the acceptance tests stipulated in the contract shall be performed at the place of manufacture during the Supplier's usual working hours. In the absence of contractual technical specifications, tests shall be performed in accordance with the usual industrial standards and regulatory references applicable to the Product (ISO, EN, IEC, NFC standards, etc.). The Product must bear CE marking and be accompanied by an EU Declaration of Conformity.

6. The Supplier shall notify the Buyer in writing of the date of the tests or acceptance with sufficient notice to allow the Buyer to be represented. If the Buyer is not present, the test report shall be sent to the Buyer and shall be deemed conclusive.

7. If the tests reveal non-conformity, the Supplier shall immediately correct the defects to ensure compliance of the Product with the contract. New tests, the full cost of which shall be borne by the Supplier, shall be carried out at the Buyer's request, unless the defect is deemed minor.

8. All costs relating to tests performed at the place of manufacture shall be borne by the Supplier. Travel and accommodation expenses of the Buyer's representatives shall be borne by the Buyer.

### DELIVERY - TRANSFER OF RISKS AND RESPONSIBILITIES

9. Any commercial delivery condition agreed upon shall be interpreted in accordance with INCOTERMS (2020 edition). In the absence of specific agreement, the applicable Incoterm shall be "Delivered at Place, Duty Paid (DDP)". Partial deliveries are permitted unless otherwise stated, and provided they are not made more than two (2) working days ahead of the required delivery date.

### DELIVERY TIME AND DELAY

10. If instead of a specific date the parties agree on a delivery period, that period shall begin from contract conclusion, once all official formalities are completed, payments made, agreed securities provided, and all prerequisites fulfilled.

11. If the Supplier foresees a delay, it shall immediately inform the Buyer in writing by updating its Order Acknowledgement, specifying the reasons for the delay and the new estimated delivery date. Failure to notify entitles the Buyer to compensation for any additional costs it could have avoided had timely notice been given.

12. If a delay is caused by circumstances under Clause 39 or by an act or omission of the Buyer (including a suspension pursuant to Clauses 20 or 42), the delivery time shall be extended by a reasonable period. This applies even if the cause of delay occurs before or after the agreed delivery date.

13. If the Product is not delivered on the agreed date, the Buyer shall be entitled to penalties starting from the day delivery should have occurred. Penalties amount to 0.5% of the purchase price per full day of delay, up to a maximum of 10% of the total price. If only part of the Product is delayed, penalties shall be calculated on the portion of the price corresponding to the unusable part. Penalties become due upon the Buyer's written request, but not before delivery is completed or the contract is terminated under Clause 14. The Buyer loses the right to claim such penalties if they are not requested in writing within six months from the initial delivery date.

14. If the delay reaches the maximum penalties under Clause 13 and the Product is still not delivered, the Buyer may require delivery within a final reasonable period, with a minimum of one week. If the Supplier fails to deliver within this period, and if the delay is not attributable to the Buyer, the Buyer may terminate the contract for the portion of the Product rendered unusable. Upon termination, the Buyer may claim compensation for the loss suffered, up to 15% of the price corresponding to the affected portion. The Buyer may also terminate the contract if a delay as defined in Clause 13 is clearly unavoidable. In such case, it shall be entitled to maximum penalties and the compensation above.

15. The penalties under Clause 13 and termination with limited compensation under Clause 14 shall not constitute the Buyer's sole remedies in case of Supplier delay, notably in case of gross negligence or manifest failure to communicate the delay. "Gross negligence" means any act or omission involving serious and foreseeable consequences that a diligent supplier would normally have avoided, or a deliberate disregard of such consequences.

16. If the Buyer foresees that it cannot take delivery of the Product on the agreed date, it shall immediately notify the Supplier in writing, specifying the reason and the new possible date. Unless otherwise provided, if the Product is not taken over in time, the Buyer must pay the amounts due at delivery as if delivery had occurred. The Supplier shall arrange storage of the Product at the Buyer's risk and expense, and shall insure it at the Buyer's request and cost.

17. Unless the failure to take delivery is due to circumstances under Clause 39, the Supplier may require in writing that the Buyer take delivery within a final reasonable period.

### PAYMENTS

18. The price shall be paid by bank transfer within a maximum standard payment term of 60 days net, unless otherwise specified in the contract. The payment term begins from the compliant delivery of the Product to the Buyer's premises or final Client site, and upon receipt of invoice.

19. Regardless of the payment method, payment is deemed made only when the Supplier's account has been fully and irrevocably credited.

20. If the Buyer fails to pay on the due date, the Supplier shall be entitled to interest starting from the day payment should have been made. The applicable rate is the one agreed in the contract. In the absence of agreement, it shall be the European Central Bank main refinancing rate in force on the due date. In case of payment delay, the Supplier may, after written notice, suspend its contractual obligations until payment is received. If the Buyer has not paid within three months, the Supplier may terminate the contract by written notice.

### RETENTION OF TITLE

21. The Product remains the property of the Supplier until full payment is made, insofar as such retention of title is valid under applicable law. The Buyer shall assist the Supplier upon request in any measures required to protect ownership of the Product in the relevant country. Retention of title does not affect transfer of responsibility under Clause 9.

### LIABILITY FOR DEFECTS

22. In accordance with Clauses 23 to 37, the Supplier undertakes to remedy any defect, non-conformity, fault or hidden defect resulting from design, materials or manufacture.

23. The Supplier's liability is limited to defects, hidden faults and workmanship issues appearing during the warranty period, which shall be at least one (1) year from delivery.

24. When a defect in a component has been corrected, the Supplier is liable for the repaired or replaced component for two (2) years under the same conditions as for the original Product. For the rest of the Product, the warranty period shall be extended by an amount equal to the downtime caused by the defect.

25. The Buyer shall notify any defect in writing without delay, and in any event no later than two weeks after expiry of the warranty period defined in Clause 23. The notification shall describe the defect. If the defect poses a safety risk, the Buyer shall immediately inform the Supplier in writing. The Supplier shall bear the risk of any additional damage caused by the defect.

26. After notification in accordance with Clause 25, the Supplier shall remedy the defect without delay and at its own cost under Clauses 22 to 37. Repair shall take place at the Product's site unless the Supplier requires the return of the part or the Product. The Supplier shall dismantle and reinstall components if this requires special expertise; otherwise, it fulfils its obligation by delivering the repaired or replaced component.

27. If no defect is found, the Buyer or its Client shall reimburse the Supplier for all costs incurred.

28. The Buyer or its Client shall bear the dismantling and reassembly costs of any equipment other than the Product.

29. Unless otherwise agreed, transport and AD VALOREM insurance required for repair or replacement shall be at the Supplier's cost and risk. The Buyer shall follow the Supplier's instructions regarding such transport.

30. The Buyer shall bear any additional costs if the Product is located at a place other than the intended delivery location.

31. Defective parts replaced become the property of the Supplier.

32. If the Supplier fails to fulfil its obligations within a reasonable time, the Buyer may set a final deadline in writing. If the Supplier does not act within this deadline, the Buyer may carry out or have carried out the repairs at the Supplier's expense.

33. If repair fails:

a) The Buyer may request a price reduction proportionate to the loss of value, up to a maximum of 15% of the Product's price; or

b) If the defect substantially deprives the Buyer of the benefit of the contract, the Buyer may terminate the contract and claim compensation up to a maximum of 15% of the Product's price.

34. The Supplier is liable for defects arising from materials or designs imposed by the Buyer.

35. The Supplier is liable only for defects arising under the intended operating conditions. It is not liable for defects due to improper maintenance, incorrect installation, inadequate repair, unauthorized modifications, or normal wear and tear.

36. In no event shall the Supplier's liability extend beyond two years from the start of the warranty period defined in Clause 23.

37. Except as provided in Clauses 22 to 36, the Supplier shall not be liable for defects, nor for indirect losses such as loss of production or loss of profit. This limitation does not apply in the event of gross negligence (Clause 15).

### LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

38. The Supplier shall not be liable for material damage caused by the Product after delivery and while it is in the Buyer's possession, nor for products manufactured by the Buyer or incorporating the Product. Any third-party claim must be communicated immediately to the other party. Both parties shall submit to jurisdiction in the event of litigation involving a third party. The limitation of liability does not apply in cases of gross negligence (Clause 15).

### FORCE MAJEURE

39. Either party may suspend its obligations if performance is rendered impossible or excessively difficult due to circumstances beyond its control, such as strikes, fire, war, mobilization, insurrection, requisition, seizure, embargo, energy outage, or failures of subcontractors due to such circumstances. Suspension is valid only if the effects of the event were unforeseeable at the time the contract was concluded.

40. The party invoking force majeure must notify the other party without delay.

41. If the suspension lasts more than six months, either party may terminate the contract in writing.

### ANTICIPATED NON-PERFORMANCE

42. Either party may suspend performance of its obligations if circumstances clearly show that the other party will not fulfil its own obligations. The party suspending performance must notify the other party immediately in writing.

### DISPUTES AND APPLICABLE LAW

43. Any dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with said Rules.

44. The contract shall be governed by the substantive law of the Buyer's country.

### PERSONAL DATA PROTECTION

45. The Parties undertake to comply with the applicable regulations regarding personal data protection, including Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and French Act No. 78-17 of 6 January 1978 as amended. Personal data exchanged between the Parties for the performance of the contract (including the contact details of representatives, employees or subcontractors) shall be processed solely for the purposes of the contractual relationship and retained only for the period strictly necessary. Each Party guarantees that the persons concerned have been informed of the processing of their data and shall ensure the confidentiality and security of such information.