

## GENERAL CONDITIONS OF SALE AND RENTAL

These general conditions of sale set out the entirety of the parties' obligations. They constitute the sole basis of the commercial relationship between the parties, and, as such, the CLIENT is deemed to have accepted them unreservedly.

The general conditions of sale prevail over all other documents, including any general conditions of purchase. They shall apply, without limitation or reservation, to all the services rendered by ECOMESURE to CLIENTS who are in the same category.

ECOMESURE and the CLIENT agree that their relationship shall be exclusively governed by these general conditions. ECOMESURE reserves the right to occasionally modify its general conditions. These conditions shall apply as soon as they are placed online.

If a condition of sale is not satisfied, it will be deemed to be governed by the practices applicable in the remote sales sector whose companies have their head office in France.

These general conditions of sale shall be notified to CLIENTS on request to enable them to place an order.

The general conditions below apply to all supplies of Products by ECOMESURE to the CLIENT (including the provision of the associated services) directly or through its website <http://www.ecomesure.com> (the "Site").

### ARTICLE 1 FORMATION OF CONTRACT

#### 1.1 Classic sales (non-Internet)

If a sale is not agreed online, the Contract shall comprise the following elements:

- the ECOMESURE estimate or the technical and business offer accepted by the CLIENT
- the special conditions and/or the order accepted by ECOMESURE,
- these general conditions.

The order of priority is the one established above should there be any discrepancy or contradiction between several contractual documents.

All ECOMESURE offers are made in writing. A verbal offer is never binding on ECOMESURE. Offers are valid for 90 days only, unless a different period is mentioned in the offer, unless the products, rates or other aspects are changed by the suppliers or the exchange rates alters. ECOMESURE does not have any obligations towards the CLIENT prior to a Contract being signed with the CLIENT or before a CLIENT's order is accepted in writing. Information and documents supplied by ECOMESURE remain its property and may only be used as part of a Contract with ECOMESURE. Any change to the Contract must be the subject of an additional clause signed by ECOMESURE, and an order cannot be cancelled without ECOMESURE's written agreement.

#### 1.2 Online sales

The CLIENT shall place its order online on the Site, by using the online catalogue and form. In order for the order to be approved, the CLIENT must accept these general conditions by clicking where indicated on the Site. Once the CLIENT has accepted the general conditions, the CLIENT will receive a confirmation email from ECOMESURE, in accordance with the conditions set out below.

The contract between ECOMESURE and the CLIENT is formed when ECOMESURE accepts the online order (the "Contract").

The CLIENT will need to select the address and delivery method. Payment is to be made by bank transfer.

All orders imply acceptance of the prices and the descriptions of the Products available for sale. Any dispute on this point will occur in the event of an exchange and of the guarantees mentioned below. In certain cases, such as a failure to make payment, wrong address or other problem with the CLIENT's account, ECOMESURE reserves the right to suspend the CLIENT's order until the problem has been resolved.

The CLIENT shall be informed by email in the event that an ordered Product is unavailable. The order for that Product shall be cancelled and refunded. The remainder of the order will final and conclusive. The provision of the CLIENT's banking details online and final confirmation of the order constitute proof of the CLIENT's agreement and of the fact that:

- the amounts due pursuant to the purchase order are payable;
- the completed transactions has been ratified and expressly accepted.

In the event of unauthorized use of the bank details, the CLIENT is asked to contact +33 1 70 56 44 00 as soon as it becomes aware of such use.

ECOMESURE shall provide the CLIENT with a copy of the contract by email, confirming the Parties' express agreement. The computerized records, which are stored on ECOMESURE's IT systems in reasonable security conditions, shall be deemed to constitute proof of the communications, orders and payments made between the parties. The purchase orders and invoices shall be archived on a reliable and durable format which can be produced by way of proof.

### ARTICLE 2 STUDIES AND PLANS - VALIDATION

Any work involving study and research prior to the Contract (such as producing a technical bid, compiling a detailed plan, producing documents relating to qualifications, etc.) shall be invoiced to the Client at the hourly rate indicated in ECOMESURE's prices. The amount owed for this shall be added to the Client's first order.

As a specialist professional in his field, the CLIENT is responsible for approving, after thorough examination, the studies, plans, proposals and drafts proposed by ECOMESURE, making sure they meet his needs and proceeding to carry out all the necessary checks in this regard. Validation by the CLIENT relieves ECOMESURE from any liability with regard to the content of the documents checked. The CLIENT must supply ECOMESURE with any plans, documents and/or any information needed for fulfilling the Contract by the required deadlines.

### ARTICLE 3 PAYMENT

Prices are understood to be ex-tax and ex customs charges, ex-works ECOMESURE (EXW factory, Incoterms CCI, edition 2000). Prices may be revised at any time without notice.

#### 3.1 General conditions applicable to all orders

Invoices are payable by bank transfer 30 days after the delivery date. Complaints or claims made by the CLIENT cannot under any circumstances have the effect of deferring or suspending payments. Invoices must be sent to the ECOMESURE head office. ECOMESURE may make the acceptance of an order conditional on an advance payment or the presentation of payment guarantees. Payments may be made by bill of exchange if this is accepted. All costs relating to the payment (commission, reminders, and so on) are the CLIENT's responsibility. Any delay in payment leads to application by right of default interest calculated on the basis of three times the legal interest rate (article L441-6 para. 8 Commercial Code), the application of an all-inclusive penalty of 40 € and immediate payment of any amounts still owed to ECOMESURE.

#### 3.2 Specific conditions relating to online payment

The order placed on the Site with an obligation to make payment means that placing the order involves a payment by the CLIENT. Payment for the order is to be by bank transfer only from the CLIENT's account. The CLIENT must enter its bank details where indicated and confirm this entry by attaching its digital bank identity statement (RIB) to the purchase order. ECOMESURE reserves the right to suspend the order and any delivery in the event that the officially approved bodies refuse to authorize payment or for non-payment. ECOMESURE reserves the right to refuse delivery or to complete an order from a CLIENT that has not paid for a previous order whether in full or in part with whom there is an existing dispute over payment.

### ARTICLE 4 DELIVERY

4.1 Delivery deadlines are indicated on the assumption that the CLIENT has complied with

his contractual obligations. Products are considered to have been delivered once they become available in the ECOMESURE warehouses or those of its sub-contractors (EXW manufacturing factory, Incoterms ICC, edition 2000). ECOMESURE shall notify the CLIENT when the Products become available. A delivery statement shall be compiled in the presence of both parties and signed by ECOMESURE and the CLIENT (or his representative). In the absence of the CLIENT delivery to the factory is automatically declared and the delivery statement is considered to have been compiled in the presence of both parties.

4.2 The CLIENT is responsible for carrying out all checks, making all reservations on receiving the Products and, if necessary, lodging any claims against the carrier within three days of receiving the goods. These reservations must also be notified to ECOMESURE within the same period by means of registered letter with acknowledgement of receipt at the following address [---]. If the CLIENT is to blame for delivering Products late, the storage and warehousing costs are his responsibility and invoiced in addition. If delivery is delayed for over 30 days, the CLIENT may cancel the order if this has not been delivered seven days after ECOMESURE has received a registered email with return receipt requesting delivery. ECOMESURE shall not owe any compensation in relation to delayed delivery. ECOMESURE is responsible for packaging. Packaging shall not be returned.

If the Products need to be returned to ECOMESURE, the CLIENT must make a return request to ECOMESURE within eight (8) days of Delivery. Requests made after this time will not be accepted. Products will only be accepted if they are in their in their original condition (packaging, accessories, notice, and so on).

4.3 When the order is placed on the Site, delivery will only be made once confirmation of payment has been made by ECOMESURE'S banking body. It is made within the time limit indicated on the purchase order from the time of receipt by ECOMESURE of the purchase order. In the event of breach of the above payment terms, ECOMESURE may cancel the order.

### ARTICLE 5 RIGHT TO CANCEL

In accordance with the provisions of the Consumer Code and in particular Article L. 221-3, a CLIENT who purchases from the Site has 14 business days from the date of delivery of its order to return an item and request an exchange or a refund without charge, save for the costs of return, which the CLIENT shall be responsible for. Products must be returned in their original packaging and in perfect condition within no more than 14 days from notification by the CLIENT of its decision to cancel.

Products are to be returned in their original condition and complete (packaging, accessories, notice, and so on) to enable them to be resold as new, together with their purchase invoice.

Products that are damaged, dirty or incomplete will not be accepted.

Cancellations may be made online, by using the cancellation form available on the website. In this case, an acknowledgement of receipt will immediately be sent to the CLIENT on a durable format. Any other form of notification of the cancellation shall be accepted. Such notification must be clear and express the desire to cancel.

If the right to cancel is exercised within the above time-limit, the price of the purchased Product(s) and the delivery charges will be refunded.

The CLIENT will be responsible for the costs of return.

The exchange (subject to availability) or refund will be made within 14 days from receipt by ECOMESURE of the Products returned by the CLIENT on the terms set out above.

The right to cancel does not apply to:

- the delivery of products that cannot be returned for hygiene or health reasons, or that have been removed from their packaging or, following delivery, that have been mixed with and cannot be separated from other items;
- the delivery of audio recordings or videos or computer software that have been removed from their packaging following delivery;
- the delivery of Products that have been prepared according to the CLIENT's specifications or have been personalized;
- the supply of services which have been fully performed by ECOMESURE and in respect of which the CLIENT agreed, when placing its order, that ECOMESURE would begin to perform them, and waived its right to cancel.

It should be noted that in accordance with Article L. 221-3 of the Consumer Code referred to above, professional clients shall have the right to cancel in the event that the Contract is entered into off-premises, the Contract does not fall within the scope of the principal field of activity of the professional sought and the number of employees that it employs is no more than 5.

### ARTICLE 6 INSTALLATION

The sale price of the Products does not include installation, calibration and other services. The installation does not include foundation works, civil engineering, equipment handling, wiring and connections (electrical, IT, hydraulic, compressed air and so on), chassis, frameworks, apparatus supporting structures, insulation and protection.

### ARTICLE 7 TRANSFER OF RISKS – RESERVATION OF OWNERSHIP

Once delivery has taken place risks are transferred to the CLIENT. ECOMESURE remains the owner of the Products until ECOMESURE has received all the amounts owed under the Contract. If no payment is made ECOMESURE may require that all the Products be returned or that their resale price is handed over if they have been sold by the Client (Art. L 624-16 of the Commercial Code).

### ARTICLE 8 LEASING EQUIPMENT

The period of the lease is stated in the special conditions. Throughout the period of the lease and up until the actual, complete return of the rented equipment, recorded by a signed return statement, the equipment and its use is the exclusive responsibility of the Client entrusted with it, particularly in the event of the equipment deteriorating or damage associated with its use. It is essential for any claim associated with the state of the rented equipment to be made within 24 hours of the start of the rental period in the case of apparent fault, and 3 working days for non-apparent operational faults. Otherwise the equipment under hire shall be deemed to have been provided in perfect working order. The rental rates do not include either transport, maintenance or insurance which must be paid by the Client. Any intervention relating to the rented equipment must be carried out at the Client's expense by a technician approved by ECOMESURE. A surety or a security deposit calculated on the basis of the value of the rented equipment may be required by the Client. ECOMESURE may access the rented equipment at any time and the Client undertakes to allow him this access, including to recover equipment on expiry of the rental period or in the event of rental arrears. The Client agrees not to object to the rented equipment being returned or to enforce any right of retention, or other right, over the rented equipment. The Client undertakes to do nothing to change the rented equipment or the way it operates and to ensure that the identification plates and references to ECOMESURE'S ownership remain visible on the equipment. The equipment must be returned in perfect operating condition, in its original packaging, accompanied by all its accessories and documentation. Any missing part or repair costs shall be invoiced to the Client at a new for old price. As the keeper of the rented equipment which remains the property of ECOMESURE, the Client must sign an insurance policy covering the new for old value of the equipment to the benefit of ECOMESURE, proving to ECOMESURE that this has been done before the rental period begins by supplying documentary proof of a "consigned goods" insurance policy. If the equipment is not actually returned at the end of the rental period, and if ECOMESURE has not issued a written agreement for extending the rental period, the CLIENT shall owe all-inclusive compensation equal to three times the rental price. If the equipment has deteriorated to the extent of requiring an intervention, rental instalments shall remain in force throughout the period the equipment is out of use until it can be used once again.

### ARTICLE 9 GUARANTEE AND EXCLUSIONS

ECOMESURE guarantees that the Products comply with the technical specifications defined in the

Contract, subject to the usual tolerances. As soon as the CLIENT receives the Products, he must check them and, if he finds a fault or non-conformity, must inform ECOMESURE of this immediately in writing, providing it with all the information needed to describe the nature of the fault noted. The Parties undertake to work together to carry out a joint analysis of the faults noted in order to determine their origin.

Unless this is explicitly referred to in the Contract ECOMESURE does not guarantee that the Products are suitable for a given use, and nor does it guarantee its performance or other specifications. All the consequences of specifications which have been validated by the CLIENT, the normal wear and tear of the Products, all consequences of negligence, lack of supervision or maintenance, incorrect maneuvers not attributable to ECOMESURE, use which does not comply with the specifications, the effects of the environment where the product is being used (energy, chemical, electrical or electrochemical influence, etc.) a change or repair made without the written approval of ECOMESURE, are also excluded from any guarantee. Batteries, thermocouples, thermometers, glass or quartz parts, heating resistances and consumables are excluded from any guarantee. The CLIENT must pay in full for any intervention carried out by ECOMESURE which is not covered by a guarantee.

Under the heading of the Product guarantee, for a period of 12 months following delivery ECOMESURE modifies, repairs or replaces, as it sees fit, Products recognized to be faulty, subject to the CLIENT having fulfilled all its obligations towards ECOMESURE. For all on-site procedures the Client shall provide access to the website for ECOMESURE (access clearance, etc.), with the former also notifying the latter of its obligations arising from the operations being performed on-site (regulations, etc.). ECOMESURE is responsible for labor costs for changes, repairs or replacements (excluding accommodation costs) excluding the costs incurred and the labor required by the conditions of using or installing the Product (e.g. transport and accommodation costs, costs for returning the faulty Product, costs for sending back the repaired Product, dismantling and reassembling items not forming part of the Product, etc.). Costs for returning or moving the equipment remain the responsibility of the CLIENT. The Product can only be returned after the prior, written agreement of ECOMESURE has been obtained. Faulty parts which have been replaced become the property of ECOMESURE. No claim under the guarantee can be presented over 12 months after Delivery. The CLIENT is informed of the possibility of requesting more extensive guarantees for an additional price and knowingly accepts the extent and limitations of the guarantee referred to above.

#### **ARTICLE 10 RESPONSIBILITY**

ECOMESURE cannot be held liable except in the case of a failing considered to be the result of its action and for the direct damages this has caused, to the exclusion of any indirect damage or moral prejudice (commercial damage, loss of clientele, loss of orders, loss of production, loss of earnings, interference with business, loss of profit, damage to the brand image, claims from third parties, etc.) within the limits of the amounts paid by the CLIENT to ECOMESURE under the Contract. No claim or any kind can be lodged more than one year after its obligating event.

#### **ARTICLE 11 INDUSTRIAL PROPERTY**

Plans, studies and documents of any kind (referred to hereinafter as "Studies") produced by ECOMESURE and sent to the CLIENT are the property of ECOMESURE. Sending through these

Studies does not constitute a transfer of rights (in particular rights of industrial property and/or intellectual rights) held by ECOMESURE or the granting of any license over the Studies sent through. Studies cannot be reproduced and/or used by the CLIENT without ECOMESURE's written authorization. The CLIENT undertakes to return to ECOMESURE on its first request, all the Studies in its possession, without keeping any total or partial copies.

#### **ARTICLE 12 PERSONAL DATA**

The CLIENT is hereby notified and accepts that when an order is placed, ECOMESURE may store, process and use the data indicated in the order for the purposes of processing the order, in compliance with the French and European regulations that apply in respect of personal data protection. This data is strictly confidential and is only intended for ECOMESURE for the sole purpose of carrying out the order. The data shall be kept for a period of two (2) years from the end of the Contract. In accordance with regulations, the CLIENT has the right to access, rectify, delete and port its data, to restrict or oppose the processing, a right to make a claim before the supervisory authority and issue instructions as to how the data is to be handled. The CLIENT may exercise its rights by contacting ECOMESURE at the following email address: [info@ecomasure.com](mailto:info@ecomasure.com) or the following postal address: 4, rue René Razel, 91400 Saclay.

#### **ARTICLE 13 TERMINATION**

The Contract shall be terminated by right by ECOMESURE fifteen (15) days after sending formal notification, sent by registered letter with return receipt to the CLIENT, has failed to produce any effect with regard to non-compliance with this Contract (particularly in the event of non-payment).

#### **ARTICLE 14 TRANSFER - SUB-CONTRACTING**

ECOMESURE reserves the rights to sell, transfer or hand over to a third party, in whatever form, the rights and obligations of the Contract (in particular manufacture of the Products) subject to this third party replacing ECOMESURE in manufacturing them.

#### **ARTICLE 15 FORCE MAJEURE**

If circumstances arise which cannot reasonably be foreseen and which may hamper ECOMESURE's fulfilment of its obligations, ECOMESURE shall not be liable for the failure to fulfil its obligations subject to having informed the CLIENT of this immediately and having taken all necessary measures to limit their effects. If the effects of an exceptional circumstance extend for longer than 90 days, the CLIENT may terminate the Contract on simple notification by registered letter with return receipt. Should this occur, the CLIENT undertakes to reimburse ECOMESURE for all the costs incurred in drawing up the Contract. In particular, this section applies to: changes in the law or regulations, governmental acts, social conflicts, blockades, wars and riots, natural catastrophes, serious accidents, strikes relating to transport, means of communication or supplying energy.

#### **ARTICLE 16 SETTling DISPUTES**

If any dispute arises as a result of this Contract, the parties shall, in good faith, do their utmost to seek an amicable solution. Prior to taking any legal action, and unless there is a request for evidential or preventive measures, they undertake to give their respective counsel a mandate to seek an amicable solution between one another and in the strictest confidentiality. If an amicable solution cannot be reached within a period of 3 months, all disputes relating to the Agreement (in particular its signature, validity, fulfilment, interpretation, termination and obligations subsequent to termination) shall be the exclusive competence of the Commercial Court of Evry.