

ALCAD
GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by ALCAD to a Customer and to Purchase Orders received from a Customer and accepted by ALCAD for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document of or communication from the Customer.

1.2. The Offer is open for acceptance within 30 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by ALCAD in writing.

1.3. Descriptions and illustrations contained in ALCAD's catalogues, brochures, price lists and other advertisements are for general information purposes only and Customer shall be deemed to have purchased the Products without reliance on such descriptions and illustrations.

2. DEFINITIONS

2.1. "Terms and Conditions" shall mean these ALCAD's General Terms and Conditions of Sale.

2.2. "Offer" shall mean an offer issued by ALCAD that includes a quotation and/or a price list for the purchase of Products by Customer.

2.3. "Purchase Order" shall mean the order issued by the Customer for the purchase of Products, and acknowledged by ALCAD in accordance with these Terms and Conditions.

2.4. "Products" shall mean the goods, materials or equipment and any part or component thereof supplied by ALCAD and/or any work or services performed by ALCAD pursuant to these Terms and Conditions.

2.5. "Customer" shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.

2.6. "ALCAD" shall mean any company of which SAFT GROUPE SA holds directly or indirectly more than 50% of the capital.

3. PRICE – PAYMENT

3.1. Unless otherwise agreed in writing, Products are invoiced at the prices applicable on the date when the Products leave ALCAD's warehouses.

3.2. Unless otherwise agreed in writing, all prices are given by ALCAD on Ex-Works basis (Incoterm 2010). Whenever ALCAD agrees to deliver the Products otherwise than at ALCAD's premises, Customer shall be liable to pay all ALCAD's charges and duties in respect of carriage, freight, packaging, customs and insurance.

3.3. Payment for Products shall be made by the Customer within 30 days from the date of the invoice or as otherwise agreed between ALCAD and the Customer.

3.4. The price is exclusive of any applicable value added tax or any other taxes and duties, which Customer shall be additionally liable to pay ALCAD.

3.5. Any amounts not received by ALCAD by the due date shall be subject to interest at the rate of 15% per annum, increased by a lump sum for recovery costs of 40€ per delayed invoice. This amount shall be calculated on the overdue payments, with capitalization of interest.

3.6. Should the Customer fail to fulfill its obligations of payment at the due date, ALCAD reserves the right to cancel the sale within 5 days following notification to the Customer by registered letter or by e-mail

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with acknowledgement of receipt. This is without prejudice to any damages which may be claimed by ALCAD.

4. DELIVERY

4.1. All Products will be suitably packed for shipment in accordance with ALCAD's standard, unless otherwise requested by the Customer and agreed to in writing by ALCAD.

4.2. ALCAD shall do its best efforts to comply with the delivery date specified in the Purchase Order acknowledged and/or in the Offer. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. ALCAD shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 13. If performance by ALCAD is delayed by reason thereof, ALCAD shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, ALCAD is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any.

4.3. Delivery takes place in accordance with Ex-Works Incoterms 2010 at ALCAD's facilities or as otherwise agreed in writing between the parties.

4.4. It is agreed between ALCAD and Customer that the Products are shipped at the Customer's risk even if the shipping is done at ALCAD's expense. Customer shall then take all necessary precautions including insurance to cover these risks.

4.5. The Customer shall perform a visual inspection at the receipt of the Products and notify ALCAD any reservations within 24 hours.

4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to ALCAD i) the invoice at the due date and, ii) 1% of the Purchase Order price per week for the Products storage at ALCAD premises. Should Customer postpone delivery of any Product above 12 weeks from the scheduled delivery date, ALCAD shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

5.1. ALCAD retains full ownership of the Products until full payment of the selling price has been received.

5.2. Notwithstanding ALCAD's retention of title, the risks related to the Products (including the risk of loss or destruction) shall pass to the Customer in accordance with Section 4.3 above.

5.3. Until full payment of the price, the Customer shall keep the Products separate from any other products and properly stored, protected, insured and identified as ALCAD's property.

5.4. ALCAD reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to return the Product on ALCAD's first demand and bear all related expenses.

6. WARRANTY

6.1. ALCAD warrants that the Products shall, for a period of one year from ALCAD's delivery of such Products, be free from defects in materials and workmanship and shall conform to the contractual specifications or to

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specification sheet of the Product. This warranty does not cover defects or failure caused by improper handling, storage, maintenance or repair or by any modification, misconnection, abuse, abnormal use of such Products (inter alia overloading or overcharging) or use not complying with ALCAD's user manual provisions if any.

6.2. Warranty claims must be made to ALCAD immediately after discovering the defect and within the warranty period or are forever waived.

6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been completed by the Customer or a third party. Unless otherwise agreed, the warranty shall not apply to the compliance of Products to Customer's needs. Should the Products warranty be breached, Customer's exclusive remedy against ALCAD, and ALCAD's sole obligation, shall be limited to, at ALCAD's option, repairing or replacing the defective Products or refunding the purchase price of such defective Products.

6.4. The Product shall be considered as defective if the failure may be duplicated by ALCAD, it being understood that non conformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

7. INSTALLATION

7.1. Unless otherwise agreed in writing, all prices are exclusive of any installation or service Customer may require.

7.2. If ALCAD is required to install the Products supplied hereunder at the Customer's premises, ALCAD shall be under no liability whatsoever for damage incurred by

the Customer, caused by ALCAD, its agents or sub-contractors in installing the Products or for any consequential damages or purely financial loss howsoever caused.

8. INSPECTION & TESTS

8.1. Tests on the Products specified in the Offer will be performed by ALCAD at its facilities.

8.2. If Customer requires tests other than those specified in the Offer, or if Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

9. LIABILITY

9.1. In no event ALCAD shall have any liability for damages in an amount exceeding the purchase price of the related defective Products.

9.2. ALCAD shall not have any liability for incidental, indirect or consequential damages arising out or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, loss of business opportunity or anticipated saving.

9.3. Unless otherwise agreed in writing with the Customer, ALCAD shall not be liable for damages arising from the integration or the use of Products in a system or equipment (the "System"), on the design of which ALCAD has no control. In such case, the Customer is solely liable for the System quality and reliability, as well as for necessary security device and shall indemnify ALCAD against any demand, claim, action, decision, loss or damage arising from the use of the System which incorporates the Products.

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10. INTELLECTUAL PROPERTY

10.1. Any and all intellectual property rights related to or in connection with the Products (including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, submitted with or in connection with ALCAD's Offer or resulting from the performance of the Purchase Order by ALCAD) is the property of ALCAD. No license is granted by ALCAD on the Products under these Terms and Conditions.

10.2. The Customer shall refrain from infringing upon ALCAD's intellectual property rights (as defined Section 10.1) and shall not destructively test, disassemble, radiograph, reverse engineer or otherwise analyze any Products, without ALCAD's prior written consent.

10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold harmless ALCAD against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.

10.4. Customer shall promptly notify ALCAD of any intellectual property claim related to the Products and shall give ALCAD any assistance and information requested by ALCAD for the defense of such intellectual property claim.

10.5. Unless otherwise agreed in writing, specific tooling designed and produced to manufacture Products designed by ALCAD according to Customer's specifications shall remain ALCAD's exclusive property.

11. CONFIDENTIALITY

Any information, data, know-how disclosed by ALCAD shall at all times be treated by the Customer as strictly confidential and shall not without ALCAD's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. RECYCLING

ALCAD commits to recycle at the end of their life Nickel Cadmium batteries delivered under the Purchase Order. The spent Nickel Cadmium batteries shall be delivered by Customer at their expense to a national bring-back point approved by ALCAD in order to ensure proper recycling.

13. FORCE MAJEURE

13.1. Force Majeure means any events beyond Parties' control including without limitation, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.

13.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspended for the duration of the Force Majeure event.

14. APPLICABLE LAW AND DISPUTES

These Terms and Conditions shall be governed by the laws of France without making reference to its conflict of law provisions. Any action shall be brought by the parties within the exclusive jurisdiction of Tribunal de Commerce de Paris. Nothing in this paragraph shall limit the right of ALCAD to bring proceedings in any other courts of competent

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jurisdiction to the extent permitted by applicable law.

15. COMPLIANCE and export control

15.1. Customer shall comply with all applicable laws including but not limited to laws relating to anti-bribery and anti-corruption. The Customer shall not offer, promise or give any undue pecuniary, bribes or other advantage for any reason, whether in dealings with governments or the private sector.

15.2. Customer undertakes that the Products shall not be sold, directly or indirectly, to any country/person if it is in violation of export control or economic sanctions laws or regulations. The Customer shall also ensure that its sub-distributors and agents will comply with such laws. ALCAD shall be excused from performance of any contractual obligation to the extent that such performance is prohibited under any export control or sanctions laws and regulations, without any liability whatsoever.

15.3. Customer shall procure that any third parties to whom the products from ALCAD will be supplied are under the same obligations as set out in this Section 15 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance obligations.

16. MISCELLANEOUS

16.1. Modification: ALCAD reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.

16.2. Waiver: no failure or delay by ALCAD or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof

preclude any other or further exercise of that or any other right.

16.3. Assignment: the Purchase Order shall not be assigned nor transferred by the Customer without the prior written consent of ALCAD.

16.4. Amendment:

16.4.1 Any modification to the Purchase Order shall be made only in writing and duly signed by ALCAD and the Customer.

16.4.2 ALCAD can revise these Terms and Conditions without notice to the Customer.

16.5. Nullity: if any provisions of these Terms and Conditions are declared null and void, the validity of the other provisions shall not be affected.