

## 1. INTRODUCTION

These general terms and conditions of sale apply, unless otherwise stipulated in the commercial offer (hereinafter the "**Offer**") of the Bonna Travaux Pression company (hereinafter "**Bonna TP**"), to all sales of products (hereinafter the "**Products**"), installation services (hereinafter the "**Services**") and / or technical assistance services (hereinafter the "**Technical Assistance**") entered into by Bonna TP for the benefit of a professional customer (hereinafter the "**Buyer**"). In accordance with Article L. 441-1 of the French Commercial Code, these general terms and conditions of sale constitute the sole basis for commercial negotiation between the parties. The fact that the Buyer places an order with Bonna TP implies the Buyer's full and unreserved acceptance of these general terms and conditions of sale. Together with the Offer and the acknowledgement of receipt issued by Bonna TP, these general terms and conditions of sale constitute the entire agreement between the parties and prevail over any other commercial document issued by Bonna TP, on any medium and by any means, such as technical memoranda/supplies, prospectuses, catalogues, which are only indicative.

In the absence of express written acceptance by Bonna TP, no special condition, general condition, technical document, document issued or usually used by the Buyer or any other similar document derogating from or supplementing these general terms and conditions of sale or the Offer may be invoked against Bonna TP, regardless of the time at which it was brought to the attention of Bonna TP.

The fact that Bonna TP does not avail itself at a given time of any of the provisions of these general terms and conditions of sale shall not be interpreted as a waiver on its part to avail itself thereof at a later date.

## 2. ORDERS

Orders are only binding on Bonna TP if they give rise to a written order from the Buyer and to an acknowledgement of receipt of the order issued by Bonna TP confirming the conditions of the Offer (the "**Contract**"). The benefit of the Offer is personal to the Buyer and may not be transferred in any form whatsoever without the prior written agreement of Bonna TP.

Orders are firm and may not be cancelled, except with the prior written agreement of Bonna TP. In such case, Bonna TP reserves the right to deduct from the advance payments and various guarantees that it has received from the Buyer, and/or to invoice the Buyer, the amount of the damage suffered as a result of this cancellation, without prejudice to any other compensation that may be requested by Bonna TP if the damage suffered is more substantial, in particular in relation to the purchase of raw materials, any studies and plans carried out, the progress of manufacturing, works and/or the status of subcontracted orders or third party supplies, as well as any loss of profit.

## 3. PRICE AND PAYMENT

All prices for the supply of Products, Services or Technical Assistance are net, exclusive of all tax or parafiscal taxes, and valid on the date of the Offer for a limited period of thirty (30) days unless otherwise provided for in the Offer. They are subject to revision or update in accordance with the terms defined in the Offer or subsequently accepted in writing by Bonna TP.

Unless otherwise stipulated therein, invoices are payable within a maximum of thirty (30) days from the date of issuance. In order to benefit from this payment term, the Buyer must meet the criteria for coverage by the credit insurance organisation selected by Bonna TP, which will determine a maximum coverage ceiling. Beyond this ceiling, or in the absence of cover, the Buyer must proceed with payment before transport or payment of a deposit to be paid at the time of order.

In the event of late payment, the Buyer shall owe Bonna TP - without prior formal notice - a penalty for late payment, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points, without the rate applied being less than fifteen percent (15%), and this for the period between the due date and the actual date of receipt of payment by Bonna TP.

In addition, in accordance with legal provisions, a fixed indemnity for collection costs set at €40 (forty euros) will be claimed in addition to the late payment penalties, or any other amount incurred by Bonna TP to obtain payment, on proof. This compensation will be due even in the event of partial payment of the invoice on the due date.

No postponements will be accepted.

By express agreement, and notwithstanding the agreed payment terms, if the buyer assigns or pledges any claim relating to payment for the Products, Services or Technical Assistance, the full amount shall become immediately due upon receipt of invoice.

Notwithstanding the preceding provisions, any delay in the payment of an invoice, any postponement of the due date of a bill of exchange without Bonna TP's consent, any return of an unpaid bill of exchange, any protest for non-payment or non-acceptance, as well as failure to return an accepted bill of exchange within the statutory period, shall automatically render payable, upon formal notice by registered letter, all sums owed to Bonna TP by the Buyer, even if not yet due, and shall result in the suspension of all manufacture or delivery of Products or performance of Services or Technical Assistance, without prejudice to Bonna TP's right to claim damages.

If Bonna TP is obliged to proceed through judicial action, the sums remaining due will be increased by 15% or, as a minimum, by an amount of 1,500 euros, as a penalty clause, regardless of the procedure used.

## 4. PRODUCT DELIVERY

### 4.1. Terms of delivery of Products

The Products are delivered either by a simple notice of availability or by handing over the Product to the Buyer or its carrier, according to its instructions, in accordance with the terms of the Contract. In the event of international transport, the Buyer shall complete the import formalities and pay the relevant duties and taxes.

Deliveries will only be made subject to availability and in the order in which orders are received; Bonna TP is authorised to make deliveries in whole or in part.

If the Buyer does not collect his order from the date of availability, Bonna TP, which is entitled to invoice from the date agreed for the collection of the order, may proceed with delivery unilaterally, at the Buyer risk and expense, one month after the date of availability communicated to the latter and/or apply penalties for delay representing zero point twenty-five percent (0.25%) of the amount of the order per day of delay which shall be borne by the Buyer.

Delivery times are given for information purposes; they apply from the date of receipt of the written order and, where applicable, after receipt of all the technical documents required for manufacture, marked "Approved" (including drawings).

However, if two months after the indicative delivery date the Product has not been delivered, without any fault on the part of the Buyer in the performance of its obligations and for any reason other than force majeure, the sale may be cancelled at the initiative of either party as the sole remedy; no compensation or damages will be due to the Buyer

which may, however, if appropriate, obtain the return of his deposit or a corresponding credit note.

In the event that penalties are accepted by Bonna TP in the event of late delivery in relation to the delivery schedule validated by both parties, the penalties applied to Bonna TP by the Buyer may not exceed zero point five percent (0.5%) of the amount excluding taxes (HT) of the late Product per working day. They shall be in full discharge of liabilities, and applied with a one week grace period and are capped at ten percent (10%) of the value of late Products, excluding taxes (HT). Except in the case of "Ex Works" sales, unloading of the Products is the responsibility of the Buyer.

For "Ex Works" sales, the Products travel at the Buyer's risk. The fact that Bonna TP assists in loading the Products does not incur the liability of Bonna TP in the event of damage or accident during transport; it is the responsibility of the Buyer, its representative or the designated carrier to ensure the quality of the loading.

For "Carriage Paid To" sales, the prices include the transport of the Products, in accordance with the terms of the Offer, either to the site where the Products are to be installed, (i) on a lorry and only on roads that are passable and designed to be accessible by semi-trailer, or (ii) on a railway wagon at a station, or (iii) by sea. Unloading and on-site handling are carried out by the Buyer at its own risk and expense.

For international sales, the applicable Incoterm will be designated in the Offer, and will allocate the risks between the Buyer and Bonna TP. Failing this, the Products will be delivered Ex Works Incoterms® 2020 at the factories where the Products are manufactured.

#### 4.2. Inspection when Products are made available

When the Products are made available, the Buyer shall check that the Products comply with the specifications referred to in the Offer, in particular in terms of quality, quantities and references. Any complaint concerning the technical specifications of the Offer must be notified in writing by the Buyer to Bonna TP within a maximum period of three (3) days from the date of availability.

In the event that Bonna TP is responsible for transporting the Products, the Buyer must check the condition of the Products and their packaging so that any claim against the carrier can be made within three (3) days of delivery, a copy of which must be sent immediately to Bonna TP.

Any dispute relating to the alleged non-compliance may give rise to an expert opinion under the conditions set out in Article 6.3 below.

The Buyer acknowledges that the weights indicated by Bonna TP are theoretical average weights and are given as an indication only.

Any return of surplus Products to Bonna TP must be the subject to a prior formal agreement between the parties. Any return accepted by Bonna TP shall give rise to the creation of a credit note in favour of the Buyer, after qualitative and quantitative verification of the returned Products at the Buyer's expense and risk. A minimum flat-rate discount of fifty percent (50%) shall be applied to the initially invoiced price excluding taxes and transport. Products that have not yet been paid for may not be taken back, nor those Products which packaging no longer conforms to their initial state of delivery.

## 5. TECHNICAL ASSISTANCE SERVICES

### 5.1. Scope of Technical Assistance

At the Buyer's request, Bonna TP may offer Technical Assistance services consisting of expertise, diagnosis or assistance on site or remotely during the installation and/or construction work carried out by the Buyer as part of the project mentioned in the Offer.

The Buyer remains solely responsible, the sole principal and supervisor of the installation and fitting of the Products and construction work

carried out as part of the project. The Buyer shall also be solely responsible for the control and coordination of the installation work, when it is not carried out by Bonna TP under the conditions defined in article 6 below.

The Technical Assistance will be provided by a technician, who will be either an employee or a service provider of Bonna TP, or the representative of a supplier of third party equipment included in the Products, as the case may be (hereinafter the "**Technician**"). The provision of Technical Assistance is subject to the availability of the Technician at the time the Buyer commences the project or installation work. Bonna TP shall not be held responsible for the consequences of the possible unavailability of the Technician.

In addition, the Technician will use his best endeavours to:

- 1) answer any questions that the Buyer may have during the installation of the Products solely to verify the compliance of the said work with the studies, plans, notices drawn up by Bonna TP or other technical documents supplied with the Products,
- 2) assist the Buyer in defining the installation work schedule and make recommendations relating to this schedule when it considers it appropriate.

The Buyer acknowledges that Technical Assistance excludes any service not expressly accepted in writing by Bonna TP, and in particular any assistance service relating to health, environmental, safety, legal authorisation or compliance with applicable standards. Furthermore, under no circumstances will the Technician be asked or allowed to act on behalf of the Buyer or to carry out supervision in the Buyer's place, nor to become involved in the performance of the installation and construction work in any way whatsoever.

The Buyer is solely responsible for verifying that the indications and recommendations provided by Bonna TP are strictly followed and respected by its employees and/or any contractor or other supplier appointed by it to carry out the installation and construction work, when not carried out by Bonna TP.

The Buyer undertakes to ensure that the installation work is carried out under its supervision with sufficiently skilled labour, by competent and certified contractors and using appropriate machinery, and in compliance with the applicable health and safety regulations and any applicable technical standards.

### 5.2. Duration

Technical Assistance is provided for the fixed price or number of days described in the Offer. This duration has been agreed between the parties on the basis of the needs expressed by the Buyer and is subject to the implementation of the project schedule in accordance with the conditions set out. The Technical Assistance schedule will be mutually agreed and adhered to by both parties. The duration of the Technical Assistance is unrelated to the actual duration of the installation work, which may vary depending on various factors (number and efficiency of teams, weather conditions, etc.). Any additional days may be requested in writing by the Buyer and provided at an additional cost upon written agreement by Bonna TP.

### 5.3. Price of Technical Assistance and related costs

The price and duration of the Technical Assistance are included in the Offer. Unless otherwise specified in the Offer, all costs and expenses (travel, accommodation, meals, wifi, etc.) shall be borne by the Buyer upon presentation of the corresponding invoices by Bonna TP. The Buyer will provide, at its own expense, the means necessary for the Technician to carry out his Technical Assistance assignment on site, including, in particular, access to equipment, office space, electricity and Wi-Fi.

## 6. INSTALLATION SERVICES

### 6.1. Scope of Services.

Bonna TP may provide Product installation Services under the conditions and within the limits strictly defined in the Offer. In all cases, the Buyer remains responsible for complying with the advice and prerequisites set out in the Offer, which it must satisfy at its own expense. If it fails to do so, the Buyer alone will bear all the consequences, particularly in terms of delays to the time schedule or additional costs or expenses.

### 6.2. Deadlines.

The deadlines for the start and completion of the works are provided for information purposes only. This time schedule shall take into account the availability of Bonna TP on the date of the Offer, the mobilisation of Buyer personnel, or any third party, involved in the performance of the Services and the fulfilment by the Buyer of the obligations and work for which it is responsible.

Failure to comply with the time schedule shall not entitle the Buyer to any penalties or damages, unless expressly agreed in the Offer.

In the event of bad weather affecting the work of the dedicated team, the use of machinery or access to the installation site, the deadline for performance of the Services will be extended accordingly. In the event of an interruption in the performance of the Services due to adverse weather conditions, the deadline for the performance of the Services shall be extended for a period at least equal to that of the interruption.

If the specifications or time schedule are modified by the Buyer or a third party on site, the installation schedule will be modified accordingly, and the corresponding additional costs will be borne by the Buyer.

### 6.3. Completion/Acceptance.

The installation shall be deemed completed as soon as Bonna TP notifies the Buyer of the completion of the Services and invites the Buyer, with reasonable notice, to an acceptance meeting on site. Likewise, acceptance of the Products and Services shall be deemed to have been obtained in the event that the Buyer puts them into operation.

The Buyer undertakes to make himself available to pronounce the acceptance of the Services. If the Buyer is unable to attend the first acceptance meeting, Bonna TP will convene a second acceptance meeting within a maximum period of thirty (30) calendar days from notification of completion of the Services. If the Buyer fails to attend this new meeting, acceptance will be deemed to have been pronounced without reservation on the date of notification of completion of the Services.

The Services may be accepted with or without reservation.

In the event of reservations about the Services, these must, in order to be enforceable, be recorded in the joint completion report which will be drawn up by Bonna TP and signed by the parties.

No reservation shall be valid in the event of the absence of an authorised representative of the Buyer at the said acceptance meeting. Points raised by the Buyer that are not directly related to the interventions and obligations of Bonna TP as defined in the Offer may not validly constitute reservations.

In the event of disagreement between the parties over the reservations, an amicable expert appraisal will be carried out with the assistance of the parties' insurers. Failing this, an expert appraisal will be carried out by an inspection body appointed jointly by the parties or, in the event of disagreement over this appointment, by the courts at the request of the most diligent party. The costs of the assessment will be borne by the party whose position has been invalidated by the

expert, or divided equally between the parties in the event of partial invalidation. Bonna TP will have a period agreed by the parties on a case-by-case basis, or in the absence of agreement between the parties, a period of ninety (90) days from acceptance of the reservations or, as the case may be, receipt of the expert's conclusions, to make the necessary corrections, and will invite the Buyer to note the lifting of said reservations, applying the same procedure as that defined above for acceptance.

### 6.4. Personnel - On-site security.

Each party undertakes to carry out its activities in compliance with the regulations applicable to it, in such a way that the other party's liability shall not be sought. Each party has sole authority over its personnel and will bear all costs and charges incurred by its activities, including tax and social security charges. In this respect, Bonna TP undertakes to provide, at the Buyer's request following acceptance of the Offer, the documents referred to in Article D. 8222-5 of the French Labour Code, if applicable.

It is understood that the safety of Bonna TP personnel on site will be ensured by the Buyer and remains its sole responsibility. Before the start of the Services on site, the Buyer shall provide Bonna TP with all information or documents required by the regulations and safety constraints on site. In addition, after informing the Buyer where possible, Bonna TP reserves the right to withdraw, all or part of its personnel or its subcontractors on the grounds of a risk to their safety, without Bonna TP's liability being incurred as a result, including in the event of an impact on the project time schedule.

## 7. PRODUCT GUARANTEE

### 7.1. Purpose of the guarantee

Within the limits defined in these general conditions of sale, Bonna TP guarantees that the Product complies with the technical specifications set out in the Offer and, where applicable, with the documentation provided by Bonna TP at the end of the works.

It is the Buyer's responsibility to provide any justification for the alleged non-conformities. The Buyer shall allow Bonna TP every facility to carry out inspections and, if necessary, to remedy any non-conformities that may be found. The Buyer shall refrain from intervening himself or having a third party intervene for this purpose, without the prior written agreement of a duly authorised representative of Bonna TP.

Any dispute relating to the alleged non-compliance may give rise to an expert opinion under the conditions set out in article 6.3 above.

In the absence of any claim for defect which should have been identified by the Buyer as part of the verification required of it within a period of three (3) days of delivery pursuant to article 4.2 above, the Products shall be deemed to be compliant and accepted by the Buyer.

### 7.2. Type of guarantee

In the event of non-compliance of the Products, duly noted by Bonna TP under the conditions provided for above, the Buyer may obtain, at the choice of Bonna TP, repair, free replacement or reimbursement of the Products, excluding any compensation or damages. Any return of Products to Bonna TP must be the subject of a prior formal agreement between the parties.

### 7.3. Duration of the guarantee

Bonna TP guarantees the compliance of the Products to the technical specifications defined in the Offer for a period of two (2) years from their delivery, unless a specific guarantee has been agreed between the parties, insofar as it is mandatory by law.

Any intervention by Bonna TP or replacement of a Product under warranty will have no effect on the duration of the warranty, which will not be extended as a result of this intervention or replacement of the Product.

#### 7.4. Scope of the guarantee

The warranty does not apply to damage resulting from, including but not limited to, the following events:

- faults or breaches by the Buyer of any regulations, prescriptions, fascicles and standards in force and rules of the art applicable to the laying and installation of the Products, for which Bonna TP shall be held harmless by the Buyer,
- in the event of force majeure, exceptional climatic events or an external cause (act of a third party),
- constraints that exceed the functional and technical characteristics defined in the Offer,
- absence or lack of proper care or maintenance of the Products,
- storage in unsuitable conditions,
- operational faults / misuse in the operations of the Products,
- modifications (including the incorporation of any material or element by the Buyer) or repairs to the Products carried out without the prior written authorisation of Bonna TP,
- unsuitability of the Products for the Buyer's intended use, which remains the sole responsibility of the Buyer.

The prior verification and compliance of the Products with the project's environmental conditions (i.e. in particular: soil group, density of backfill, level of compaction, possible rolling overloads, presence of water tables whose levels vary over time) are the sole responsibility of the Buyer.

In addition, Bonna TP's guarantee or liability shall not be claimed if the Buyer has not carried out, or made carry out the installation, servicing and maintenance of the Products in accordance with the Product's documentation, any applicable standards and good practice. In this respect, it should be noted in particular that the installation company is fully responsible, in accordance with the industry standards set out as a reference in the "Cahier des clauses techniques Générales - Fourniture, pose et réhabilitation des canalisations d'eaux à écoulement à surface libre (fasc.70) et à écoulement sous pression (fasc.71)" (as updated), for handling, checking before installation that the installation bed is perfectly levelled, that the joints are correctly made, that the bedding, backfill and compaction are properly carried out. Compliance with all the requirements of Fascicules 70 and 71 is essential for the future performance of the Products.

#### 7.5. Limited warranty

Except as expressly stated in the Offer, Bonna TP is not bound by any other warranty or undertaking, express or implied, concerning the Products, Services or Technical Assistance services including, in particular, warranties of performance, non-infringement of intellectual property rights, merchantability, achievement of particular results, satisfactory quality and fitness for a specific purpose.

### 8. SERVICES GUARANTEE

Bonna TP guarantees that it will perform the Services in accordance with the conditions described in the Offer and the Technical Assistance in a professional manner and according to the rules of the trade. The Buyer must notify Bonna TP of any problem that it considers to be a breach of this warranty within thirty (30) days following the date of completion of the Services or Technical Assistance. If Bonna TP confirms such a breach, it will use commercially reasonable efforts to re-perform the relevant Services or Technical Assistance to comply with the warranty. If Bonna TP determines that it is not commercially feasible to re-perform the relevant Services or Technical Assistance services, Bonna TP may unilaterally terminate the relevant order and

refund to the Buyer the amount that Bonna TP has received for the part of the Services that do not comply with the guarantee. The remedies provided for in this article are the sole and exclusive remedies of the Buyer in the event of breach of the guarantee of the services provided for in this article.

### 9. LIABILITY

Each party shall be liable to the other party for any loss, damage or direct cost arising from a breach of any of its obligations under these terms and conditions. Nothing in these terms and conditions of sale shall limit or exclude the liability of either party in the event of (i) death or personal injury, or (ii) gross negligence or wilful misconduct.

In no event shall Bonna TP be liable for any indirect or consequential damages, losses or expenses, whether material or immaterial, and in particular, without limitation, for any loss of profits, loss of revenue, loss of anticipated savings, operating losses of any kind, loss of customers and/or orders.

In any event, the total liability of Bonna TP for the performance of the Contract, all claims or causes of loss included, is limited to fifteen percent (15%) of the total amount of the Contract, unless agreed otherwise between the parties.

The provisions of the general terms and conditions of sale allocate the risks between the Buyer and Bonna TP. The price paid hereunder reflects this allocation of risks and the limitations and exclusions of liability provided for in these general terms and conditions of sale.

The Buyer waives any recourse against its insurers or any third parties with whom it has contracted, as well as against Bonna TP or its insurers, beyond the liability limits and exclusions set out above. The Buyer is under a general obligation to minimise its risks and any damage suffered in connection with the operation of the Products, Services or Technical Assistance.

Each of the Buyer and Bonna TP shall be solely responsible for any bodily injury caused to its own personnel and/or to third parties by its acts, omissions, fault, or negligence, during the performance of the Contract.

It is the Buyer's responsibility to take out the appropriate insurance policies to cover theft, loss or damage of any kind that may be caused to the Products, or that may be caused by the latter, from the agreed delivery of the Products, throughout their installation and after acceptance.

It is the Buyer's responsibility, where applicable and at its own expense, to:

- provide Bonna TP with any useful information that may have an impact on the Offer and its performance, on the installation and the conditions for the commissioning of the Products and the performance of the Services and Technical Assistance;
- obtain any administrative authorisations or permits relating to the installation or operation of the Products or Services, and to have any required studies or inspections carried out.
- ensure the safety of goods and people on the site where the Products are installed and the Services are performed.

### 10. RETENTION OF TITLE CLAUSE

**The Products, which are the subject of these general terms and conditions of sale, are sold with a retention of title clause, a clause which is of the essence, failing which the sale would not have been agreed.**

Bonna TP retains ownership of the Products sold until full payment of the price, including principal and any ancillary amounts. The delivery of a document creating an obligation to pay (draft or other) does not

constitute payment within the meaning of this clause. Failure to pay on any of the due dates may result in Bonna TP reclaiming the Products. The above provisions do not prevent the transfer to the Buyer of the risks of loss or deterioration of the Products as well as any damage they may cause, as from delivery.

Until full payment of the price, the Buyer shall not sell or transfer the Products to a third party, by any means whatsoever, without the prior written consent of Bonna TP and without informing the third party of the existence of the retention of title clause in favour of Bonna TP.

Until title to the Product passes to the Buyer, the Buyer must maintain the Product in a satisfactory condition.

Notwithstanding this retention of title clause, the Buyer must also assume the risks and liabilities relating to the Product (including in particular the risks of theft, damage, sabotage or any other loss, including any loss that may result from bad weather, earthquakes or landslides, etc.) from the time of delivery. The Buyer therefore undertakes to take out an insurance policy covering the risks of loss, theft, damage or destruction of the Products. The implementation of this retention of title clause does not create any obligation to refund advance payments already received, which Bonna TP shall retain.

## 11. CONFIDENTIALITY

The parties undertake not to disclose or communicate to third parties, without the prior written agreement of the other party, any manufacturing secret or trade secret or more generally any confidential information that they may have received or obtained under the Contract. In particular, the Buyer acknowledges that all information, in particular, studies and plans, and other commercial or technical documentation, of any nature whatsoever, that Bonna TP may be required to communicate to it for the purposes of the Contract, are and shall remain the exclusive property of the latter and shall remain strictly confidential until such time as they enter the public domain through no fault of the Buyer. The Buyer undertakes to protect this information and documents and to keep them strictly confidential, so that they may not be used for purposes other than for the purpose of the Contract, nor divulged directly or indirectly to any third party not expressly authorised by Bonna TP.

In the event that the Buyer is compelled by law, any court or competent authority, to disclose all or part of such information, the Buyer shall inform Bonna TP as soon as possible, to the extent permitted by law. The Buyer shall ensure that the minimum amount of information is disclosed and shall seek to obtain a provisional or conservatory measure or any other appropriate measure in order to continue to maintain maximum confidentiality.

The Buyer shall notify Bonna TP as soon as possible of any breach of this clause and shall provide such assistance as is reasonably expected to minimise the effects of such breach.

## 12. PERSONAL DATA

Each party remains responsible for processing the personal data of its contacts in the other party's teams. Each party undertakes to comply with all applicable legislation on the protection of personal data and, in particular, shall be solely responsible for obtaining all consents and authorisations that may be required for the processing of such data. Where Bonna TP collects and processes personal data of natural persons within the Buyer's company, it shall be authorised to do so under the terms of its data protection policy available on request.

## 13. FORCE MAJEURE

With the exception of the obligation to pay the sums due, Bonna TP and the Buyer shall not be held liable for any delay or failure to perform their obligations under the Contract due to an event beyond the control of the party subject under the obligation, the effects of which

cannot be avoided by reasonable measures. This condition will apply in particular to the circumstances listed below:

- Confiscation of Products and/or forced sale of their facilities resulting from a decree or regulation issued by the government or local authorities;
- Epidemics, pandemics ;
- Disruption to transport services ;
- Acts of war, terrorism, public disorder, insurrection, sabotage, riots, general strikes ;
- Serious accidents ;
- Difficulties in sourcing any raw materials, equipment or parts;
- Changes in applicable regulations ;
- Machinery breakdown, fire ;
- Exceptional climatic events or floods, earthquakes.

The party who is prevented from performing its obligations under the Contract as a result of such an event or such circumstances and who intends to benefit from the provisions of this Article must promptly notify the other party.

If the impediment lasts less than three (3) months, performance of the obligations shall be suspended unless the resulting delay justifies termination of the Contract. If this period elapses or the impediment is permanent, the Contract shall automatically terminate, and the parties shall be released from their obligations.

## 14. INTELLECTUAL AND INDUSTRIAL PROPERTY

Each party retains ownership and all other rights in its intellectual property, whether existing at the effective date and/or developed or acquired under or outside the scope of the Contract, including, without limitation, any copy, translation, modification, adaptation or derivative work thereof (the "**Intellectual Property Rights**"). No rights are granted, assigned or licensed by either party to the other, unless expressly agreed otherwise in writing.

In particular, Bonna TP remains the owner of its know-how, its patents and all technical knowledge used in the design, manufacture and use of the Products, as well as during the implementation of the Services and Technical Assistance. Bonna TP retains all Intellectual Property Rights attached to the studies, the design of the Products, the technical documentation or plans, and more generally to all documents supplied to the Buyer. For the avoidance of doubt, such information and documents are confidential information of Bonna TP in accordance with Article 11 above and may only be used by the Buyer for the purposes of the Offer, and shall under no circumstances be communicated to third parties, except with the prior written consent of Bonna TP.

Bonna TP shall indemnify, defend and hold harmless the Buyer from any loss incurred arising out of or in connection with any claim, suit, action or proceeding brought by a third party against the Buyer alleging that the use of a Product manufactured by Bonna TP infringes the Intellectual Property Rights of a third party in a country in which the Products are manufactured, delivered or installed by Bonna TP. In consideration of such warranty, the Buyer shall (i) promptly notify Bonna TP in writing of any claim, action or proceeding for which indemnification is sought; (ii) permit Bonna TP to control alone the defence of any claim, action or proceeding and all settlement negotiations and (iii) provide Bonna TP with reasonable cooperation and assistance in the defence of such claim.

Excluded from the above warranty obligations are claims resulting from (a) modifications made to the Product by persons other than Bonna TP (in the event that the claim would not have arisen without such modification), (b) use of the Products in violation of the Contract or applicable regulations, (c) the combination, operation or use of the Product with equipment, materials or services not supplied by Bonna TP, to the extent that the Buyer's liability for such claim would have

been avoided in the absence of such combination, operation or use; or (d) compliance by Bonna TP with the requirements or specifications demanded by the Buyer if and to the extent that such compliance with the requirements or specifications resulted in the infringement. If the Product manufactured by Bonna TP is found to be infringing under a final decision, Bonna TP will, at its own expense and at its sole discretion, use commercially reasonable efforts either (i) to obtain a licence which will protect the Buyer against such claim at no cost to the Buyer, or (ii) to replace all or part of the Product with non-infringing material. The rights and remedies granted to Buyer under this section shall constitute Bonna TP's entire liability, and Buyer's exclusive remedy, with respect to any claim of infringement of a third party's intellectual property rights.

The Buyer shall indemnify, defend and hold harmless Bonna TP from and against any and all claims, actions, damages, liabilities, losses, costs, suits or expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from any infringement or alleged infringement of the Intellectual Property Rights of third parties resulting from the Product sold or modified in accordance with the Buyer's specifications or instructions.

#### **15. TERM - SUSPENSION – TERMINATION - TRANSFER**

The Contract comes into force on the date of acceptance of the Offer and expires on delivery of the Product or on completion of the Services or Technical Assistance, as the case may be.

In the event of breach by the Buyer of its payment obligations and/or its obligations under these general terms and conditions of sale, Bonna TP shall be entitled to suspend the manufacture or delivery of the Product or the performance of the Services or Technical Assistance.

In case of breach by the Buyer of any of its obligations under these general terms and conditions of sale, the Contract may be terminated automatically by Bonna TP to the Buyer's detriment eight (8) days after the sending of a registered letter with acknowledgement of receipt of formal notice by Bonna TP, without prejudice to any damages that Bonna TP may claim as a result of this termination.

The rights and obligations under the Contract may not be assigned in whole or in part to a third party by one of the parties without the prior written consent of the other party. However, the consent of the Buyer shall not be required in the event of an assignment of the rights and obligations under the Contract to an Affiliated Company of Bonna TP (an 'Affiliated Company' being defined as any legal entity which, directly or indirectly, controls, is controlled by or is under common control with Bonna TP) resulting from a restructuring transaction, in particular by way of a partial transfer of assets, demerger, merger or takeover.

#### **16. APPLICABLE LAW AND JURISDICTION**

The Contract is governed by French law and case-law.

Any disputes arising between the parties concerning the validity, interpretation, performance, breach, interruption or termination of the Contract shall be settled amicably between the parties.

**Failing amicable resolution within a period of thirty (30) days from notification by one of the parties of the existence of a dispute, sent to the other party by registered letter with acknowledgement of receipt, this dispute will be subject to the competent courts within the jurisdiction of the Versailles Court of Appeal, which have exclusive jurisdiction.**

Any legal action by the Buyer must be taken, at the latest, within one year of the delivery date of the Products, or in the case of provision of Services, the date of their completion. Once this period has elapsed, its action will be time-barred.

#### **17. ELECTRONIC SIGNATURE**

The parties expressly agree that any document signed dematerially by means of an electronic signature platform used by the parties:

- constitutes the original of the said document;
- constitutes written proof within the meaning of article 1365 of the French Civil Code;
- has the same evidential value as a handwritten document signed on paper in accordance with Articles 1366 et seq. of the French Civil Code and may be validly enforced against each party and any third party;
- may be produced in court, as written proof, in the event of a dispute, including between the parties.

Consequently, the parties acknowledge that any document signed in electronic form shall constitute proof of the content of said document, of the identity of the signatory and of his consent to the obligations and consequences in fact and in law arising from the document signed in electronic form.