

## GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

**CMR GROUP**, a French *société par actions simplifiée unipersonnelle* with a share capital of €11,874,108, whose registered office is located at 7, rue John Maynard Keynes, 13013 Marseille (France), registered in the Marseille Trade and Companies Register under number 490 366 341, represented by its Managing Director, Mr Yves Barraquand, is a company specialising in the manufacturing of scientific and technical instrumentation (hereinafter the **"Company"** or **"CMR GROUP"**).

### CONTACT:

The website is accessible via the following link <https://www.cmr-group.com>

CMR GROUP's Client services department can be reached by post at the address of the Company's registered office; by email at the following address [cmr-fr@cmr-group.com](mailto:cmr-fr@cmr-group.com) and at the following phone number: +33 4 91 11 37 00.

### 1. INTRODUCTION

The purpose of these general terms and conditions of sale and services (hereinafter, the **"GTCS"**) is to govern the relationship between CMR GROUP and its professional Client (hereinafter, the **"Client"**), in respect of any commitment relating to the sales of products (hereinafter the **"Products"**) or the service provision (hereinafter the **"Services"**) at the Client's request.

CMR GROUP and the Client are together referred to as the **"Parties"** and individually as a **"Party"**.

The Current GTCS, their updates, purchase orders, invoices and other contractual documents provided to the Client by CMR GROUP constitute a contractual whole (hereinafter the **"Agreement"**) between CMR GROUP and the Client, deemed to have been concluded when confirming the order.

To request a quotation concerning the provision of Services or Products, Clients should contact the CMR GROUP customer services department.

### 2. SCOPE

These GTCS apply to any order of Products or request of Services made as 2022/12/01.

The purchase of the Products or Services is subject to the Client's acceptance of these GTCS without limitation. The GTCS apply to all orders sent to CMR GROUP by the Client. The Client is deemed to have read and accepted these GTCS once the order has been confirmed by CMR GROUP. The GTCS are a binding contract between the Client and CMR GROUP.

### 3. DESCRIPTION OF PRODUCTS AND SERVICES

Projects, research and documents of any kind submitted or sent by CMR GROUP shall always remain its sole property unless specifically agreed by the Parties. These documents must be returned to CMR GROUP upon first request. Research and travel expenses will be specifically invoiced in addition to the products and services marketed by CMR GROUP.

### 4. ORDERING PROCESS

#### 4.1. Placing orders

Clients place their orders by contacting CMR GROUP's customer services department by any means.

Information included in catalogues, notices and advertising documents is provided for information purposes only. CMR GROUP may change this at any time and without notice, due to changes in technology or economic conditions. Furthermore, they only bind CMR GROUP, which may only be bound by commitments by its representatives or employees where CMR GROUP has given written confirmation of this.

Orders are taken when the Client sends a quote request to CMR GROUP. Upon receipt of this request, CMR GROUP sends the Client a quote with the time for delivery, production and/or provision of the Services. Any quote or offer is only valid within the option period. Unless otherwise stipulated, this period is two (2) months from the date of the offer.

The provision by the Company to the Client of any information, advice, recommendation or technical research is for information purposes only and the Company may not be held liable in relation to this. It is therefore the Client's responsibility to carry out a detailed analysis of the orders prior to placing them and to use the services of a qualified and specialised adviser of its choice, if the Client deems it necessary.

The Company reserves the right to invoice research or project costs, depending on the case and their extent. A minimum invoice amount of €400.00 is applied if the order is less than this amount.

As soon as the Client is affected by the opening of a procedure in Book VI of the French Commercial Code, CMR GROUP is authorised to cancel existing contracts or to require guarantees.

Any quote request may be subject to an advance payment upon the order being made. In any event, this amount shall be retained by CMR GROUP in the event of partial or total cancellation of the order by the Client without the prior written consent of CMR GROUP and regardless of the cause of the cancellation.

#### 4.2. Order confirmation

If the Client accepts the quote, they express their agreement by returning the signed quote or by expressing it unequivocally to CMR GROUP. CMR GROUP will acknowledge receipt of the Client's agreement as soon as possible. The Client's order is considered to have been definitively accepted by CMR GROUP when the acknowledgement of receipt is sent.

### 5. FINANCIAL CONDITIONS

#### 5.1. Price

For Products, the price is exclusive of tax, FCA CMR GROUP,

## GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

Marseille, Incoterm ICC 2020, subject to any further details given on the quotation. The price invoiced shall be that in force on the date on which the order is placed and which is shown on the quotation. The price includes standard packaging and may be increased in the case of special packaging, transport and insurance. The price of the Product does not include installation and putting it into operation/commissioning. If these Services are requested by the Client, they will be invoiced separately.

For the Services, the price is exclusive of tax. The price invoiced shall be that in force on the date on which the order is placed and which is shown on the quotation.

### 5.2. Payment terms

Unless otherwise stipulated on quotation or invoices, payment must be made within 30 days of the invoice date, i.e. from the day the products are available for collection.

By express agreement and unless postponement is granted by CMR GROUP, failure to pay on the scheduled due date shall, regardless of the method of payment provided, result in the Client paying interest equal to at least the European Central Bank rate plus 10 percentage points and which shall run from the scheduled due date.

In addition, fixed compensation for recovery costs of €40 will be added to these late-payment penalties.

In the absence of payment of a single part (or a single bill of exchange on its due date), all sums owed by the Client to CMR GROUP will become immediately payable without a prior reminder being necessary in accordance with Article L441-10 of the French Commercial Code. The sale will only be perfected, and ownership will only transfer when the invoices are paid in full.

In the event of late payment or non-payment, CMR GROUP will not be required to accept new orders until payment is fully made by the Client.

CMR GROUP also reserves the right to immediately suspend any delivery in progress and to refuse any order without the need for any further formalities.

Unless otherwise specified, the Company shall not grant any discount for early payment.

In special cases, the Company reserves the right to request advance payments or to accept orders only upon repayment or cash payment upon collection.

Unless otherwise agreed between the Parties, bank charges shall be borne by the Client.

## 6. DELIVERY OF THE PRODUCTS

The agreed delivery times are given in good faith, for information purposes only, and failure to comply with them shall not result in the cancellation of the order, penalties for delay, or any compensation whatsoever.

Unless otherwise specified, shipments will be made to FCA CMR GROUP, Marseille, Incoterm ICC 2020 and the goods will travel at the recipient's risk: it is therefore the Client's responsibility to guarantee its rights by complying with Articles L.133-1 et seq. of the French Commercial Code.

CMR GROUP reserves the right to make partial deliveries with corresponding invoicing.

A partial delivery means a delivery that does not concern the entire order in the event of a stock problem or delivery time issue encountered by CMR GROUP. In this case, only the Products delivered, or Services provided will be invoiced. The contents of the remaining order will be delivered and/or supplied later and will be invoiced separately once completed.

Delivery is made by delivering the equipment from CMR GROUP's premises to a sender or carrier chosen by the Company, unless otherwise agreed by the Parties.

## 7. WARRANTIES AND LIABILITY

### 7.1. Retention of title

In accordance with Law No. 80-335 of 12 May 1980, it is expressly agreed that CMR GROUP shall retain full ownership of the delivered equipment until the invoiced price has been paid in full.

Until this date, the equipment will be considered to have been deposited and the Client will bear the risk of the damage that this equipment may suffer or cause whatever the cause.

Until full payment has been made, the Products may not be resold without CMR GROUP's prior agreement. The delivery of drafts or securities, as creating an obligation to pay, shall not constitute payment within the meaning of this provision. Under Law No. 80-33 5, if the Client is subject to court-ordered administration or liquidation, the Company reserves the right to claim the goods sold that remain unpaid.

### 7.2. Product compliance

It is the Client's responsibility to check that the Products are compliant and to inform CMR GROUP in the event of a defect within five (5) days upon receipt. Once this period has elapsed, no claim may be made against CMR GROUP and the Products may no longer be returned or exchanged.

### 7.3. Warranty

The Products sold by CMR GROUP are under warranty for parts and labour, provided they are used for the normal service for which they are intended, against any manufacturing defect and for one (1) year from the time at which they are made available.

CMR GROUP's warranty covers normal use of the Products, and does not apply to damage or destruction caused, in particular, by assembly error, misuse, defective use or overload.

After delivery, CMR GROUP's warranty does not apply to Products that are stored or kept in conditions that are unable to protect them from any damage to their integrity or substance, such as bad weather, animal attacks, damage due to insects or contamination.

The effect of the warranty is exclusively limited to free

## GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

replacement or refurbishment, in our factories, of products recognised as defective after a joint inspection, at our company's discretion. In the absence of a specific contract with the Client, all deinstallation and reinstallation costs and any repair work on the Client's site are excluded from our warranty.

### 7.4. Return request

In the event of non-compliance and if it is necessary to return Products showing faulty workmanship, the Client must make a return request to CMR GROUP by sending an email to [quality\\_marseille@cmr-group.com](mailto:quality_marseille@cmr-group.com)

If this return request is accepted, CMR GROUP is responsible for recovering the goods or having them recovered from the place of delivery.

The price of the Products will be reimbursed when the existence of the defects stated by the Client, and that are the cause of the return, has been ascertained and confirmed by CMR GROUP.

CMR GROUP will not accept any Products sent by the Client without a previously approved request. *A fortiori*, no reimbursement will be made where the return process set out below is not followed.

When the Client organises delivery themselves, they shall not be entitled to return Products affected by a non-conformity. Consequently, in this case, they shall bear the costs of transporting the goods linked to returning the non-compliant Product.

### 7.5. Exclusions of cover

Our warranty does not cover:

- Normal wear and tear of the equipment,
- Malfunctions resulting from defective assembly by the Client, negligence in the maintenance or use of the equipment or modifications that have not been insured or guaranteed by us.

In any event, the Client must comply with the corresponding professional recommendations and/or the technical manual.

### 7.6. Liability

The Parties agree that in the event that CMR GROUP acknowledges liability towards the Client, CMR GROUP shall have the choice between replacing the defective Product or reimbursing the Client for the cost of the Product, after ascertaining the existence of damage or manufacturing defect.

If CMR GROUP chooses to refund the price of the defective Product, it will deduct that price from the Client's next invoice. In the absence of a future invoice, CMR GROUP will be required to reimburse the Client after a period of one (1) month.

In any event, CMR GROUP's liability is contractually limited to the value of the Products ordered, regardless of the cause of its liability and the amount of the damage suffered by the Client.

## 8. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT (WEEE)

CMR GROUP, as a producer of WEEE, is responsible for managing its waste.

## 9. LIMITATION PERIOD

All actions to which the order, delivery and compliance of the Products may give rise, on a principal or ancillary basis, shall be time-barred within one (1) year of the conclusion and fulfilment of the order.

## 10. FORCE MAJEURE

Article 1218 of the French Civil Code and case law define force majeure.

In addition, this includes but is not limited to strikes, employer closures, civil conflicts, natural disasters, accidents, breakdowns, fires, floods, difficulties in supplying raw materials, epidemics giving rise to health restrictions related to business activity and transport issues, lockdown, government or administrative restrictions that do not allow normal activity.

CMR GROUP takes responsibility in finding a solution to any eventualities resulting from this clause.

If, due to force majeure, CMR GROUP is unable to deliver orders already accepted, it shall not be deemed liable to the Client for any damage or loss of any kind resulting from this impossibility.

## 11. ENTIRE AGREEMENT

These GTCS constitute the entire agreement between CMR GROUP and the Client concerning the sale of the Products and the provision of the Services. They are supplemented by confirmation of the quote which includes the characteristics of the products or services, quantities, prices and delivery conditions.

The GTCS in force may be consulted at any time on the Website at the following address: <https://www.cmr-group.com>

If any provision of these GTCS is held to be invalid or unenforceable, such provision shall be deleted and the other provisions shall remain applicable.

The Client accepts that these GTCS and all agreements included herein may be automatically assigned or transferred by CMR GROUP at its sole discretion.

Section headings are for reference only and do not define, limit, interpret or describe the scope or reach of their section.

## 12. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights relating to the Products and Services marketed by CMR GROUP are fully owned by it.

Unless specifically agreed by the Parties, CMR retains full ownership of the industrial property of its projects, research and documents, which may not be disclosed or executed without its written consent.

## GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

### 13. PERSONAL DATA

CMR GROUP undertakes to process personal data in accordance with the applicable laws and regulations, and in particular, in accordance with Law No. 78-17 of 6 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the “**Regulation**”). In this context, CMR GROUP acts as data controller and warrants that it respects all the obligations resulting from the Regulation.

As part of the processing of the Client’s orders, CMR GROUP is required to collect and process personal data on its contacts that are natural persons, with the Client (hereinafter the “**Contact**”) (title, surname, given name, telephone number (landline and mobile), fax, email address) (hereinafter the “**Data**”).

The Client must ensure that the Data provided by the Contact is data for professional use. The purpose of this processing is to manage the commercial relationship between the Client and CMR GROUP and to send information relating to the Products and Services. The legal basis for the processing is the performance of the sales agreement.

This Data may be transmitted to service providers (subcontractors) as part of the management of the commercial relationship with the Client, the (commercial, accounting, IT, etc.) monitoring of sales made with the Client and the sending of commercial information on the Products. The Data of the Contact may only be transferred to countries that are members of the European Union or to countries that ensure an adequate and appropriate level of data protection.

Data will be kept for the periods of time stipulated in the Regulation or for any additional period for purposes of proof (especially in the event of a dispute). Some Data will be kept as an archive in accordance with the statutory provisions applicable to accounting documents.

The Contact has a right of access, rectification, limitation, opposition, erasure and portability on the Data concerning him under the conditions laid down by Regulations in force in France. The Contact may also inform us of his post-mortem guidelines regarding the fate of the Data concerning him.

To exercise this right, the Contact must send an email to the following address [dpo@cmr-group.com](mailto:dpo@cmr-group.com) detailing his request. A reply will then be sent within 1 month, possibly extended by 2 months following receipt of the request.

In the event of a complaint, the Contact may refer the matter to the French Data Protection Authority (CNIL) on its website [www.cnil.fr](http://www.cnil.fr) or by post at 3 place de Fontenoy, 75334 Paris, Cedex 07, France.

### 14. DISPUTE RESOLUTION AND APPLICABLE LAW

#### 14.1. Governing law

French law, including the Vienna Convention of 11 April 1980 and the Hague Convention of 15 June 1955, is applicable to these GTCS in accordance with the rules of

French and European private international law.

#### 14.2. Amicable dispute resolution method

Any disputes or litigation that may arise concerning the validity, interpretation, performance, non-performance or termination of the GTCS shall, prior to any legal action, be subject to mediation before a mediator of the Parties’ choice. The Parties expressly acknowledge that it is compulsory to use mediation in the event of disputes or disagreements that may arise regarding the validity, interpretation, performance, non-performance or termination of the Agreement.

In the event of a dispute or disagreement between the Parties, the first Party to act shall inform the other Party directly or indirectly, in writing, of the identity of the mediator or mediation body that it proposes. The other Party shall give its consent or propose another mediator or mediation body within fifteen (15) clear days from receipt of the mediation proposal letter.

If the parties cannot agree on the identity of the mediator within fifteen (15) days of the first proposal, the mediator shall be appointed by the Presiding Judge of the Commercial Court of Marseille with jurisdiction under Article 14.3, ruling in summary proceedings and seized at the initiative of the first Party to act.

The duration of the mediation may not exceed three (3) months, renewable once by mutual agreement.

If they are unable to reach an amicable settlement of their dispute during the above period and any renewal period, the Parties may refer the matter to the competent court named below.

#### 14.3. Non-Reexportation Clause

1. The Client undertakes not to sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation the Products covered by these GTC, insofar as they fall within the scope of Article 12 octies of the amended Regulation (EU) No 833/2014.
2. The Client undertakes not to sell, export, or re-export, directly or indirectly, to the Republic of Belarus or for use in the Republic of Belarus the Products covered by these GTC, insofar as they fall within the scope of Article 8 octies of the amended Regulation (EU) No 765/2006.
3. The Client shall take all necessary measures to ensure that the objectives of paragraphs (1) and (2) are not circumvented by third parties downstream in the supply chain, including potential resellers.
4. The Client shall establish and maintain an appropriate monitoring mechanism to detect any conduct by third parties downstream in the supply chain, including potential resellers, that would undermine the objectives of paragraphs (1) and (2).
5. Any breach of paragraphs (1), (2), (3), or (4) shall constitute a material breach of an essential element of these GTC, and CMR GROUP shall be entitled to seek appropriate remedies, including but not limited to the termination of any ongoing order.
6. The Client shall immediately inform CMR GROUP of any issue related to the application of paragraphs (1), (2), (3), or (4), including any relevant activity by third parties that

## GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

could undermine the objectives of paragraphs (1) and (2). The Client shall provide CMR GROUP with information relating to compliance with the obligations set out in paragraphs (1), (2), (3), and (4) within two weeks of a simple request for such information.

### ***14.4. Jurisdiction***

The Parties nominate the Commercial Court of Marseille as the competent court for disputes relating to these GTCS, to the ordering, delivery, payment and compliance of the Products for a dispute between the Client and CMR GROUP, including in the event of summary proceedings.