

# General Conditions for Sales and Delivery

## Eco-Adapt SAS

### 1. Purpose

The general conditions for sales and delivery described below detail the rights and obligations of Eco-Adapt SAS and its Customer. Eco-Adapt reserves the right to modify its general conditions at any time. In this case, the general conditions of sales and delivery applicable will be those in force at the date of the order by the Purchaser.

### 2. Prices, delivery times, shipping and return costs

Our prices are in euros and exclusive of tax (HT), and are fixed by the price list in force on the day the order is placed, subject to the prices validated at the time of our order acknowledgement. In case of an indexation clause stipulated in our commercial offer to the customer, the price may be revised accordingly.

Our deadlines are given as an indication. A delay cannot give rise to an indemnity, nor be the cause of an order cancellation.

Delivery free of charge for all orders over 500€ except taxes.

A contribution to the administrative and shipping costs of 30€ without VAT will be applied for any order lower than 500€ without VAT.

All customs, octroi, handling and insurance operations, if any, outside the seller's factory or warehouse are at the buyer's expense.

Return shipping costs are at the buyer's expense.

### 3. Transport, Insurance , Risk Transfer

The goods are always transported at the risk of the consignee, regardless of the mode of transport used.

The risks are transferred to him as soon as the goods are placed at his disposal, at that of one of his agents or at that of the carrier. From then on, he must insure them and is exclusively responsible for them.

It is the responsibility of the purchaser to check the deliveries upon arrival, as any damage to the material may be at his expense.

### 4. Billing Terms

Unless otherwise agreed and mutually accepted, the conditions governing invoicing are set out as follows:

- For orders of physical products: invoicing will be initiated at the time of shipment of the items. If delivery is made in several separate shipments, invoicing will be staggered in accordance with the batches shipped.
- For subscriptions to digital or online services: invoicing will cover the entire initial subscription period, and invoiced once the equipment to which these subscriptions relate has been shipped.
- For services, specific developments, deployments or on-site interventions: invoicing will take place when Eco-Adapt deems that the service has been completed in accordance with the purchase order in force. It should be noted that the issue of an acceptance report by the customer will not necessarily be required to trigger invoicing.

We reserve the right to modify these invoicing terms after prior notification to the parties concerned. Specific details of prices and payments can be agreed upon in a quotation, price list, or commercial agreement with the customer.

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## **5. Payment Conditions**

Our invoices are payable either in cash or within 30 days from the date of issue of the invoice.

When the credit of the Purchaser deteriorates, Eco-Adapt reserves the right, even after partial shipment of an order, to require from the Purchaser the guarantees that Eco-Adapt deems appropriate for the proper execution of the commitments made. The acceptance of payment terms other than those provided for above cannot derogate from the other clauses of these conditions and in particular the jurisdiction clause. No discount will be granted in case of early payment.

## **6. Payments Delays**

In case of late payment at the fixed term, automatically without any formality or prior notice, the Purchaser will be liable, in addition to the fixed indemnity of 40 € for collection costs according to Article D. 441-5 of the French Commercial Code, to late payment penalties calculated by applying an interest equal to 3 times the legal interest rate to the totality of the remaining due sums, according to French Law No. 2008-776 of August 4, 2008, without this clause interfering with the payability of the debt.

## **7. Subscription and Termination**

The subscription contract is a contract with tacit renewal. The day after the last day of validity of the subscription, it is renewed for the same duration as the period originally sold to the Purchaser.

Both parties may terminate their subscription contract by registered letter with acknowledgement of receipt. This termination will take effect immediately, upon receipt of the letter.

If the buyer requests the termination, the contract will end at the automatic renewal date. The Purchaser shall no longer benefit from the service as of that date and shall pay Eco-Adapt the fees due until the end of the

contract, regardless of the date on which the Purchaser requested the termination. Any subscription period started is thus due in full.

## **8. Right not to proceed**

Eco-Adapt reserves the right not to proceed with an order of less than 100€.

## **9. Reservation of Ownership**

Eco-Adapt reserves ownership of the goods until full payment of the price, in accordance with the provisions of Articles L 624-16 and following of the French Commercial Code. In the event that the payment should be made by commercial paper, the transfer of ownership to the customer will be realized only after the effective payment of the said paper.

## **10. Intellectual Property**

All the work done by Eco-Adapt is its exclusive property. The plans, preliminary studies, pre-projects, prototypes made by Eco-Adapt may not be used, communicated, reproduced or executed without prior written authorization.

The purchase of Eco-Adapt products does not grant the buyer any ownership, license, or other right of any kind on the technical data of the solution, which Eco-Adapt is the sole owner. This technical data includes but is not limited to plans, technological processes, code and inventions, whether patentable or not.

The data collected, processed, transmitted and stored by the solution are the property of the owner or operator of the monitored machine. For the latter, Eco-Adapt reserves the right to use them in a pseudonymized and internal way:

- pseudonymized and internal to Eco-Adapt for problem solving, development and improvement of the solution
- anonymized for sharing use cases for Eco-Adapt business development purposes.

Eco-Adapt cannot guarantee that the Products and Solutions will be free of or protected

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against any vulnerability or cyber threat. However, if Purchaser identifies any vulnerabilities, it shall report them to Eco-Adapt so that Eco-Adapt may, to the extent possible, mitigate the impact of the reported vulnerability or cyber threat. The Purchaser shall not be entitled to any compensation for such reporting.

### **11. Personal Data Protection**

In accordance with the European Regulation No. 2016/679 and the french law of 06/20/2018 amending the law of 01/06/1978: Eco-Adapt acts as the controller for any personal data transmitted by the Purchaser, acting in the context of his professional activity. Eco-Adapt undertakes to take all measures to protect this data against any misuse, loss or unauthorized access.

These data are strictly used in the context of the realization of the order by the Purchaser and may be transmitted to service providers or suppliers of Eco-Adapt, if the execution of the order and services requires it. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of orders and any applicable guarantees. The Purchaser has the right to access, rectify, delete, and portability of data concerning him, as well as the right to oppose the processing for legitimate reasons, rights that can be exercised by contacting Eco-Adapt by mail or via the "CONTACT" area accessible from [www.eco-adapt.com](http://www.eco-adapt.com). A reply will then be sent to him/her as soon as possible.

### **12. Claims related to product's delivery**

In the event of damage or partial loss, the recipient must express all reservations to the carrier on the transport voucher, notify the carrier of his claim upon delivery and take all useful measures to safeguard his rights.

Unless a specific time period has been agreed upon, the verification and control of the quality and quantity of the delivered material may not

exceed 15 days after receipt. The technical validation of the services and studies must be established within a maximum of 15 days after the delivery of the "documents" or prototypes used for the technical acceptance. All complaints after this 15-day period will be considered inadmissible.

### **13. Warranty and Liability**

The guarantee is limited, at the choice of Eco-Adapt, either to the reimbursement of the price, or to the supply of a replacement material, or to the repair on our site of the product or component recognized as defective by Eco-Adapt, and does not entail any other responsibility on its part. In any case Eco-Adapt can not be held responsible for the direct or indirect consequences, both on people and property, a failure of a product sold by it.

Eco-Adapt is also not responsible for decisions made on the basis of information provided by its solutions, including those related to energy metering, or the assessment of the health of the machines (decision to stop the machine leading to a production stoppage, loss of profit, decision to continue operating the machine ...). No compensation can be claimed for this, for any reason whatsoever.

Unless otherwise stipulated in the commercial offer, the duration of the warranty for serial products is limited to 12 months from delivery. The warranty shall lapse if the Purchaser makes changes to the delivery or has repairs or overhauls carried out by third parties on the material supplied.

The Purchaser is solely responsible for the consequences of improper or inappropriate use or use contrary to the rules of use, in particular those stipulated in the instructions. In any case, the warranty cannot cover cases of deterioration resulting from the use of Eco-Adapt's products in racing and competition conditions.

To benefit from the warranty, the Purchaser must notify Eco-Adapt, within 15 days of the occurrence of the defect (malfunction of the

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equipment), by any written means, of the defects he attributes to the supply and provide sufficient justification to that effect. He must give Eco-Adapt all facilities to proceed to the observation of defects and its investigations under the warranty. Any return must be accepted in writing by Eco-Adapt.

#### **14. Jurisdiction**

For any complaint (or other action requiring an intervention of justice) the judicial court of Paris will be only competent.

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