

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES ("GTC")**1. Purpose & Definitions**

1.1. All offers for the sale of Product(s) and/or the provision of Service(s) (hereinafter the "Offer") by PRECIA (S.A. with head office at 104, route du Pesage – 07000 VEYRAS (France), RCS AUBENAS n° B 386 620 165) or its Affiliates (hereinafter the "Seller") and all orders placed by the buyer are governed by these General Terms and Conditions of Sale and Services (hereinafter the "GTC"). By placing an order, the buyer accepts the entirety of these GTC, unless otherwise agreed in writing between the Seller and the buyer. Any reference by the buyer to its own purchasing conditions or other conditions is expressly rejected by the Seller. The buyer acknowledges that he/she has received in advance all the information required to make a commitment.

1.2. "Affiliate" means (a) any company in which PRECIA holds or controls, directly or indirectly, at least 50% of the voting rights for the appointment of directors; or (b) any company which holds or controls, directly or indirectly, at least 50% of the voting rights for the appointment of directors of PRECIA; or (c) any company in which at least 50% of the voting rights for the appointment of directors are held or controlled, directly or indirectly, by one of the companies referred to in (a) or (b).

"Product" means any material, equipment, installation, instrument, component, product (including software where applicable) described in the Offer; and covers both Standard Products and Specific Products.

"Standard Products" means any Product whose technical specifications are predefined in a "standard" manner by the Seller, prior to the buyer's request.

"Specific Products" means any Product whose technical specifications are specially defined by the Seller to meet a specific need of the buyer.

"Services" means the services provided by the Seller, whether or not associated with the delivery of the Product, as described in the Offer.

"Party" means either the Seller or the buyer.

"Software" means any computer program and associated documentation supplied by the Seller.

2. Offer - Order - Contract formation

Unless otherwise stipulated, the Offer is valid for one month from its date of issue. The contract between the buyer and the Seller (hereinafter referred to as the "Contract") is only concluded by the Seller's written acceptance of the buyer's order by means of an order confirmation. The Seller is entitled to make acceptance of an order subject to payment of a down-payment by the buyer. Any modification of an order must be accepted in writing, by means of an order confirmation or an amendment signed by both parties and may have the effect of extending the delivery period initially planned and/or leading to additional invoicing, which the buyer expressly acknowledges and accepts. If the buyer cancels an order previously accepted by the Seller, the latter is entitled to keep the down-payment and to claim from the buyer the full price of the Products and/or Services in question, without prejudice to any other rights.

3. Prices

The Seller's prices are established on the basis of the economic conditions existing at the date of its Offer, unless otherwise stipulated therein.

In the absence of a specific formula in the Offer, the Seller may revise the prices according to the variation in the cost of labor and materials on the date of delivery or completion of the services in accordance with the terms of the Offer.

Prices exclude VAT in France and all taxes, duties, levies and other contributions outside France.

Unless otherwise specified in the Offer, prices are quoted in EURO.

4. Delivery - Insurance - Transport - Customs

Whatever the destination of the Products, delivery is deemed to have been made, unless otherwise agreed, by making the Products available at the Seller's factories, for collection by the buyer on the contractually agreed date. Any postponement of delivery (dispatch or collection) is, as a matter of principle, suffered by the Seller, and if delivery is delayed for a reason beyond the Seller's control, the Product will be handled and stored at the buyer's expense and risk, with the buyer remaining obliged to pay the term stipulated at the initial date of availability. Thus, in the event of postponement of delivery, the buyer must set a new delivery date within a period of three (3) months following the initial delivery date. If the postponement exceeds three (3) months, the buyer will be liable to pay the Seller storage charges of 1% of the sales price of the Products concerned, excluding VAT, per month of storage from the initial contractual delivery date, then 5% of the said amount from the 6th month of storage. Any period begun will be invoiced. During storage, the buyer must insure the Products at his own expense. If the Products are so bulky or if their storage is of such a length as to interfere with the Seller's activities, the Seller may have them moved and stored outside his premises, after informing the buyer. In this case, the buyer shall bear all actual costs generated by this situation.

All transport, insurance and customs operations are at the buyer's expense, and the Products travel at the buyer's risk, notwithstanding the stipulations relating to retention of title.

It is the buyer's responsibility where applicable, either to refuse delivery, or to immediately make any formal to express reservations to the carrier concerning the condition of the Products transported. In the event of shipment by the Seller, and in the absence of any stipulation to the contrary, shipment is made "carriage forward".

5. Installation and commissioning

The buyer is responsible for complying with safety regulations (particularly on construction sites). In particular, the buyer must prepare documents such as Prevention Plans, site regulations, Safety Plans, accreditations to which he is subject, etc., which are his responsibility by law. The Seller is entitled to postpone his intervention as long as the safety documents have not been regularized by the buyer, and all the consequences of the delay are to be borne by the buyer. If the organization or configuration of the installation site does not conform, the Seller is entitled to take all reasonable measures, and the corresponding additional costs are to be borne by the Buyer. The buyer is also responsible for ensuring that the installation site complies with basic

requirements such as the supply of water, electricity, the conformity of civil engineering works, the Seller's specifications, etc. Some Specific Products have a normal period of testing and fine-tuning during commissioning, the details of which are set out in the Offer or order confirmation, and during which incidents may occur. These phenomena are considered normal, inherent to the said period and constitute a risk accepted by the buyer; their possible consequences cannot therefore give rise to any compensation by the Seller.

6. Conformity - Acceptance

6.1. General. Partial or total use or commissioning of the Product and/or Software by any person other than the Seller prior to acceptance as set forth below shall automatically constitute full acceptance of said Product and/or Software, with all related effects.

6.2. Factory Acceptance: Upon completion of manufacture and prior to delivery, the Product and/or Software may be subject to factory inspection and testing (hereinafter "Factory Tests") performed at the Seller's factory to verify compliance with the technical specifications set forth in the order. Factory Tests are performed by the Seller in accordance with the Seller's quality assurance procedures in effect at the date of said Factory Tests (It is understood that if the buyer requires the application of different procedures, the Seller will endeavor to prepare the corresponding quotation). The Seller will inform the buyer of the dates envisaged for carrying out the Factory Tests.

The buyer shall have the right to delegate a representative to attend the Factory Tests, subject to sending a notification to the Seller within a period compatible with the date envisaged for the commencement of the Factory Tests. The absence of the buyer's representative at the Factory Tests shall not prevent or delay the performance of said Factory Tests. In this case, the Seller will carry out the Factory Tests alone. As soon as the Product and/or Software has passed the Factory Tests, the Seller will draw up and submit to the buyer for signature a report ("Factory Acceptance Report") which must be signed by the buyer within five (5) calendar days of its presentation. If the buyer refuses to sign this Factory Acceptance Report, the buyer will notify the Seller in writing of the reasons for this refusal within the aforementioned period of five (5) calendar days.

Any reservations thus formulated by the buyer and confirmed by the Seller which affect the operational use of the Product and/or Software must be corrected by the Seller, and the Product and/or Software will then be subjected to Factory Tests again in accordance with the above-mentioned procedure. Reservations made by the buyer and confirmed by the Seller which do not affect the operational use of the Product and/or Software do not constitute grounds for refusal to sign the Factory Acceptance Report. If the buyer does not sign the Factory Acceptance Report within the above-mentioned period without a valid reason, or if the buyer does not attend the Factory Tests despite the notification sent by the Seller, then the Seller may (i) sign the Factory Acceptance Report alone stating that the buyer did not attend the Factory Tests or refused to sign the Factory Acceptance Report without notifying the Seller of the reasons for his refusal. In this case, the Factory Acceptance Report bearing only the Seller's signature will have the same value and effect as if the Acceptance Report had been signed by both Parties. All expenses incurred by the buyer's representatives to attend the Factory Acceptance Tests are entirely borne by the buyer.

6.3. On-site acceptance: Upon completion of installation after delivery, the Product and/or Software may be subjected to on-site acceptance tests. Once the Product and/or Software has passed said tests, an on-site acceptance report will be drawn up and signed by the Parties in accordance with the provisions of paragraph 6.b) above, which shall apply mutatis mutandis. If, for any reason not attributable to the Seller, it is impossible to carry out the on-site acceptance within thirty (30) calendar days after the date of delivery of the Product and/or Software, the Seller shall be authorized to issue a written statement noting the absence of a PV. The Seller shall be entitled to receive the payment stipulated in the Contract as if said on-site acceptance had been successfully completed.

7. Terms and conditions of payment

In the absence of provisions to the contrary in the Offer, the terms of payment are as follows:

- If the value of the order exceeds ten thousand euros excluding VAT (EUR 10,000 excluding VAT), a deposit of 30% of the total value of the order will be invoiced on acceptance of the order. The deposit will automatically increase to 90% of the total amount of the order if delivery is delayed by more than one month beyond the contractual delivery date for a reason not attributable to the Seller. The additional deposit will be invoiced once the one-month period has been exceeded.
- The balance will be invoiced upon delivery of each Product and/or completion of each Service.

Invoices will be issued in EURO. Payments must be made in EURO by bank transfer within thirty (30) calendar days of invoice.

Export: if the buyer is located abroad, the balance of the price must be paid in full to the Seller by bank transfer no later than when the Product is made available at the factory. In the case of international transfers, bank charges are shared.

Any delay in payment will automatically entail the payment by the buyer of late payment penalties payable without the need for a reminder, and calculated from the due date until the day of payment, at the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, without prejudice to the legal indemnity for collection costs of €40 per unpaid invoice and without this affecting the enforceability of the debt. These penalties will be payable on receipt of the notice informing the buyer that they have been debited. Failure by the buyer to pay in accordance with the above conditions authorizes the Seller, with all rights and actions reserved, to suspend the execution of all or part of the order in progress, or to terminate it ipso jure and without formality.

Without prejudice to the foregoing, the Buyer shall pay the Seller, as a penalty clause, a sum corresponding to eight percent (8%) of the amount of the unpaid debt.

8. Transfer of ownership

The Seller reserves ownership of the Products delivered until full payment in principal and accessories has been received for the Products. Any clause to the contrary shall be deemed to be null and void, in accordance with article L. 624-16 of the French Commercial Code regarding revendication rights. It is expressly agreed that the Seller may exercise its rights under the present retention of title clause, in respect of any of its claims, over all its Products in the possession of the buyer, the latter being conventionally presumed to be those unpaid, and the Seller may take them back or claim them as compensation for all its unpaid invoices, without prejudice to its right to cancel orders in progress. In this case, the buyer must actively participate in establishing an inventory of the said Products.

The buyer undertakes to inform his partners of the existence of the present retention of title clause. In any event, the buyer may neither pledge nor transfer ownership of the Products by way of guarantee. In the event of resale, the buyer undertakes to immediately pay the Seller the part of the price still due. The buyer also undertakes to notify the Seller immediately to enable him to exercise his right to claim the price from any third-party purchaser.

The foregoing provisions do not preclude the transfer of risks to the buyer upon delivery of the Products. The buyer undertakes to take all reasonable care in the custody and preservation of the Products, and in particular to take out all appropriate insurance cover.

In the event of an international sale, the buyer must, at his own expense, comply with any formalities required in the country of destination of the Products for the implementation of the present retention of title clause.

9. Warranties

9.1. General: The Products are guaranteed to be free from any manufacturing defect or material fault rendering them unfit for normal use. The warranty is strictly limited to the reimbursement or replacement of all or part of the products recognized as defective under the following conditions:

- Claims concerning quantities, weights, dimensions and apparent defects are admissible within eight (8) calendar days from delivery of the products to the buyer in his name or on his behalf.
- PRECIA warrants the Products delivered, excluding Software and spare parts, against any non-apparent manufacturing or material defect, including any latent defect, rendering them unfit for normal use, provided the Products have not been modified or altered prior to or during their use by the buyer
 - For Standard Products, for a period of twelve (12) months from the contractual delivery date by the Seller.
 - For Specific Products, for a period of twelve (12) months from the date of installation, without exceeding fifteen (15) months from the contractual delivery date by the Seller.
- Replacement, repair or reimbursement can only be granted after the Seller has examined the Products concerned, which must be sent to him carriage paid and packaged. The costs and risks of return shipment shall be borne by the buyer.
- All deterioration or defects caused by normal wear and tear, accident, force majeure or misuse (in particular incorrect assembly, overloading of the Product, combination with third-party equipment, etc.), poor maintenance of the Product by the buyer, failure to comply with the Seller's specifications and instructions (in particular overloading, etc.), modifications or repairs carried out by the buyer or by any third party and not approved by the Seller are excluded from the warranty.
- Wear parts such as but not limited to batteries, thermal heads, seals, conveyor belts, bearings and consumables (labels, printing paper, batteries, etc.) are not covered by the warranty.
- Under no circumstances does the Seller guarantee assemblies made by the buyer or by a third party from Products or components of Products.
- Products recognized as defective by the Seller will be, at the Seller's option, either replaced or reimbursed at their invoice price, for all or part of the Product.

PRECIA shall in no event be liable for any loss of profit or other direct or indirect damages.

9.2. For sales of spare parts and commercially available replacement parts, the only warranty that applies is that of their manufacturer. Parts and components of the Product supplied and manufactured by the Seller are warranted for three (3) months from delivery. For parts and components of the Product supplied by the Seller but not designed or manufactured by the Seller, the Seller will endeavor to obtain the best warranty from their suppliers and will pass on the benefit thereof to the buyer. Parts replaced under the warranty of the original Product benefit from the balance of the warranty of the said Product.

9.3. Software warranty :

For a period of three (3) months from the date of initial delivery, the Seller shall, in the event of non-conformity of the Software with the technical and functional specifications defined in the Contract, and preventing normal operation of the Product for which said Software is intended, correct major defects which are reproducible and which are detected by the buyer when the Product/Software is put into service.

The warranty is valid provided that (i) the buyer notifies the Seller in writing of the defect within fifteen (15) days of its detection; (ii) the Software has not been modified by the buyer or a third party unless the Seller has given its written consent, and (iii) the Software has been used by the buyer in accordance with the use provided for in the Contract and the Seller's specifications and instructions.

9.4. Without prejudice to legal warranties of public order, the contractual warranties provided herein are exclusive and in lieu of all other warranties, express or implied, as well as any right or remedy by reason of any failure or non-conformity of the Products sold, which the buyer expressly waives.

10. Tooling

Any participation in the cost of tooling (tools, moulds, prototypes, specific equipment, etc.) which may be requested from the buyer does not entail the transfer to him of the physical ownership of this tooling or of the related intellectual property rights, unless otherwise agreed in writing.

11. Intellectual Property

All intellectual property rights attached to the Products, Services, Software and technical documents or their contents, which may be delivered to the buyer, remain the exclusive property of the Seller or the holder of the said rights. The buyer undertakes not to make any use of these documents other than for the purposes for which he/she received them and/or which is likely to infringe the intellectual property rights of the Seller or the holder of the said rights.

The price of the Product includes a right to use the Software. Unless otherwise provided in an End User License Agreement (EULA), the software license rights granted by the Seller to the Buyer are non-exclusive, non-sublicensable, non-transferable, and limited to the agreed use only.

Buyer may not, without prior authorization from Seller (i) Make copies, reproduce or publish the Product and/or Software or any part thereof, (ii) Alter, modify, translate, change or adapt the Product and/or Software in whole or in part or create derivative works, (iii) Decompile, disassemble, attempt to derive source codes or source files or reverse engineer the Software or any part thereof.

12. Confidentiality

All technical, commercial or any other type of information and data of the Seller to which the buyer may have access in the course of or in connection with the contract, in any form whatsoever, remain the property of the Seller and are confidential. The buyer undertakes not to make any use of confidential information for any purpose other than the performance of the contract, not to disclose or communicate to any person all or part of such confidential information, and to take all steps to ensure that such confidentiality is preserved. The buyer undertakes not to claim any intellectual property rights on the confidential information or on the knowledge established on the basis of this confidential information.

13. Liability

13.1. Notwithstanding any clause to the contrary, the Seller's liability to the buyer shall be limited solely to compensation for damage resulting directly from the non-performance or faulty performance of its contractual obligations under the order or as a result of the Product, without such liability exceeding in total and cumulatively thirty percent (30%) of the order price. In no event shall the Seller be liable to the buyer for indirect or consequential damages, including but not limited to loss of income or profit, loss of use of property or rights, loss of goodwill, or damage to its image.

13.2. It is the sole responsibility of the buyer to provide and maintain a secure connection between the Software and the buyer's network or any other network (as the case may be). Buyer shall establish and maintain all appropriate measures (such as, but not limited to, installation of firewalls, application of authentication measures, implementation of secure passwords, data encryption, installation of anti-virus programs, etc.) to protect the Software, the network, its system and interface from any type of security breach, unauthorized access, interference, intrusion, leakage and/or theft of data or information. PRECIA and its affiliates shall not be liable for any damages and/or losses related to such security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information.

14. Force Majeure

Neither Party may be held liable for failure to perform any of its contractual obligations due to force majeure, such as, but not limited to: Force Majeure as defined in article 1218 of the French Civil Code, natural events, any accidents affecting its installations (fire, explosion, lightning, machinery breakdown, flooding), strikes and/or industrial disputes, acts of hostility, insurrections, wars (declared or not), rebellions, acts of terrorism, sabotage, epidemics, pandemics, quarantines, manufacturing stoppages or shortages of components, raw materials, energy sources, malfunction or interruption of means of communication or transport, any decision by public authorities (including the obtaining, withdrawal or non-renewal of any export license or any other authorization), any total or partial non-performance by the buyer of its contractual obligations, as well as any event as defined above occurring at a supplier or subcontractor of the Seller.

15. Export Controls

Buyer understands that certain of Seller's transactions are subject to export control laws and regulations, such as, but not limited to, those of the EU and the United States, which prohibit the direct or indirect export of certain products and technologies to certain countries. All obligations of the Seller with respect to the export of Products and/or Software and/or Services shall be subject in all respects to such export regulations. If delivery of Products and/or Software and/or Services is subject to the granting of an export or import license by certain governmental authorities or is otherwise restricted or prohibited by export/import control regulations, Seller may suspend its obligations until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, the Seller may even terminate the contract in any case without liability to the buyer.

Buyer warrants that it will comply in all respects with the export restrictions set forth in such export regulations for each Product and/or Software and/or Service supplied by Seller. Buyer accepts responsibility for imposing all export control restrictions on third parties if any part of the Products and/or Software and/or Services are transferred to third parties. Buyer will take all measures reasonably necessary to ensure that no customer/purchaser or end-user contravenes such export regulations. Buyer shall indemnify Seller for all damages, losses, costs and other liabilities arising from claims resulting from buyer's or its customers' breach of or non-compliance with this Article.

16. Waste management

The Products comply with the applicable European directives on Waste Electrical and Electronic Equipment (WEEE). Waste must be treated specifically and in accordance with geographically applicable regulatory requirements. In this context, PRECIA finances the RECYLUM recycling network dedicated to professional WEEE, which provides collection points throughout France. (www.recylum.com). The buyer undertakes to comply. As such, the items concerned are subject to an internal WEEE tax. PRECIA has been assigned the unique identifier FR000795_057LF9 by the French Environment and Energy Management Agency

(ADEME), attesting to its registration in the register of producers of the EEE sector, in application of article L.541-10-13 of the French Environment Code. This identifier attests to PRECIA's compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment, and to the fact that it has filed its declarations of marketing with ecosystem.

17. Anti-corruption and influence peddling

The buyer will always act in accordance with national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling, and in particular the French law no. 2016-1691 of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life ("Sapin II Law").

Whether directly or through third parties, the buyer, will not propose any offer, promise, gift, present or advantage whatsoever to a person, for himself or for others, to abuse or because he would have abused his real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. The buyer will not solicit or accept for himself any offer, promise, gift, present or advantage whatsoever, in order to abuse his influence with a view to making or obtaining any favorable decision. The buyer declares that it has set up a compliance program meeting the requirements of the Sapin II law, insofar as it is subject to it.

18. Personal data protection

PRECIA and the buyer may collect personal data. PRECIA and the buyer undertake to comply with the laws and regulations in force regarding the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable since 25 May 2018 ("General Data Protection Regulation" or "GDPR").

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks to the rights and freedoms of natural persons, PRECIA and the buyer undertake to implement the appropriate technical and organizational measures in order to guarantee a sufficient level of security and confidentiality of the data processed.

In addition, data subjects must have the right to access, rectify, delete or port their personal data, to withdraw their consent, to object to (or request the restriction of) the processing of their data, or to determine what happens to it after their death. Should PRECIA be responsible for processing this data, these rights may be exercised by sending a written request to : rgpd@preciamolen.com or by post addressed to DPO, Service RGPD- PRECIA SA- BP 106- 07001 Privas CEDEX.

Data subjects also have the possibility of lodging a complaint with the authority of the country in which they are located (<https://edpb.europa.eu/about-edpb/about-edpb/members>). For France, contact the Commission Nationale de l'Informatique et des Libertés (CNIL), TSA 80715, 3 PL de Fontenoy, 75007 Paris.

19. Applicable law

These GTC and the Contract shall be governed by and construed exclusively in accordance with French law. Without prejudice to the foregoing, where the Contract contains a foreign element, the Vienna Convention of April 11, 1980 on the International Sale of Goods shall also apply.

20. Jurisdiction

In the absence of an amicable settlement, ANY DISPUTE RELATING TO THE INTERPRETATION OR PERFORMANCE OF THESE TERMS AND CONDITIONS AND/OR THE CONTRACTS CONCLUDED IN APPLICATION THEREOF, IN WHATEVER FORM, WILL BE UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF AUBENAS, EVEN IN CASES OF INCIDENTAL CLAIMS OR PLURALITY OF DEFENDANTS.

21. Severability

In the event that any provision hereof is held to be illegal, null or inapplicable by virtue of a law, regulation or court decision, only such provision shall be deemed to be unwritten, without this affecting the other provisions hereof, which shall remain in full force and effect.