

## General Conditions of Sale and Services

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## **1 GENERAL PROVISIONS**

These General Conditions of Sale and Services (hereinafter the "**General Conditions**") apply to any provision of services (hereinafter the "**Services**"), as well as to the sale of products (hereinafter the "**Products**"), as defined below, manufactured and/or supplied including in the form of lease financing, to a professional customer (hereinafter the "**Customer(s)**") by the company PRODWAYS PRINTERS SAS, a company governed by French law and registered in the Paris Trade and Companies Register under number 499 568 814 (hereinafter "**PRODWAYS**").

For the purposes of the present General Conditions, and without the following lists being exhaustive, the following terms shall be understood as:

- **Services**" : all the services provided by PRODWAYS, such as installation, training, maintenance and/or repair services;
- **Products**" : all products, software, equipment, parts and Materials (as defined hereafter) supplied by PRODWAYS.
- **Materials**" (being part of the Products): all liquid materials, resins, powders and pastes involved in the printing process and duly approved by PRODWAYS.
- **Days**" : the days expressed in a calendar manner.

Any quotation or offer (hereinafter the "**Offer**") made by PRODWAYS to the Customer concerning its Products and/or Services shall be governed by the present General Conditions. The General Conditions are communicated by PRODWAYS to the Customers prior to the ordering process. No specific condition established by the Customer, unless it is formally and previously accepted in writing by PRODWAYS, shall prevail over the present General Conditions.

The written acceptance of the Offer by the Customer and/or the placing of an order in writing by the Customer (hereinafter referred to as the "**Order**") shall be deemed to be the irrevocable and unconditional agreement of the Customer to the present General Conditions, to the exclusion of all other documents not previously and formally accepted in writing by PRODWAYS.

The contract binding the Parties (hereinafter the "**Contract**") consists of:

- A particular agreement signed between the two Parties and/or the Order agreed between the Parties, including, as the case may be, any specific additional and/or particular sales conditions (hereinafter the "**Particular Conditions**"); and
- All specifications relating to the Products and/or Services supplied and/or manufactured by PRODWAYS; and
- The present General Conditions which are therefore an integral part of the Contract binding the Parties.

The Contract constitutes the entire agreement concluded between PRODWAYS and the Customer concerning its object and replaces all previous agreements between them (whether oral, written or in any other form).

The General Conditions are available on the website of PRODWAYS ([www.prodways.com](http://www.prodways.com)). PRODWAYS reserves the right to modify the General Conditions at any time. PRODWAYS will notify the Customer of these modifications by sending him the modified General Conditions, by publishing them on its website and/or in any other way. The modified General Conditions will apply to all the Orders concluded between the Customer and PRODWAYS as from the date of notification of the modified General Conditions. Any electronic communication between PRODWAYS and the Customer has the value of an original and is considered as a "written" communication. The electronic system used by PRODWAYS constitutes the only proof of the content and the moment of sending and receiving of these electronic communications.

## **2 CONDITIONS OF SALE**

### **2.1 Acceptance of the Orders**

The Orders will be considered firm and definitive when they will have been accepted by PRODWAYS (hereafter the "Acceptance of the Order"). PRODWAYS reserves the right to modify the conditions of the Order within seven (7) days from the reception of the Order sent by the Customer. In the absence of modifications during the aforementioned period, the Order will be deemed to have been the object of an Acceptance by PRODWAYS.

### **2.2 Cancellation of the Orders**

In case of cancellation of the Order, notified in writing by the Customer to PRODWAYS:

- More than thirty (30) days after the Acceptance of the Order by PRODWAYS: the Customer shall be liable by right to pay the full amount of the Order;
- Less than thirty (30) days after the Acceptance of the Order by PRODWAYS: PRODWAYS will automatically retain the amount of the deposit already paid by the Customer.

### **2.3 Price and VAT**

Unless otherwise agreed between the Parties, the prices applicable to the Contract are expressed in Euros (EUR) which will be the currency of invoicing and payment. The prices established in the Offer remain valid for a period of one (1) month as from the notification of the Offer by PRODWAYS. The prices are exclusive of VAT. If VAT is applicable, it will be indicated on the invoice, separately, at the rate applicable on the date of the invoice.

The prices do not include any tax, customs duty, royalty or any other duty that the Customer must pay in addition to what he must pay for the Products and/or Services.

PRODWAYS shall be entitled to propose an increase in the price of the Products and/or Services to be delivered and/or provided if factors which are taken into account for the determination of the said price are increased. These factors are among others: raw materials and accessories, energy, products delivered to PRODWAYS by third parties, wages and salaries and other fees, transport costs and insurance premiums, etc. PRODWAYS will notify the Customer in writing of these increases which cannot exceed the increases of the factors entering in the price fixing.

The Customer will have a period of fourteen (14) days after receipt of the notification sent by PRODWAYS to cancel the Order.

## **2.4 Terms and payment**

The terms and conditions of payment are as follows:

- For Products not subject to the Acceptance Procedure (see Article 3.2 below): Full payment upon receipt of the invoice, immediately due, by bank transfer, it being specified that the invoice is issued at the time of the Order and delivery is only made once payment has been received.
- For Products subject to the Acceptance Procedure (see Article 3.2 below):
  - ✓ An initial deposit of 50% of the total amount of the Order (including VAT) shall be paid by the Customer, and shall be due upon receipt of the invoice, by bank transfer.
  - ✓ A second deposit corresponding to 40% of the total amount of the Order (including VAT) shall be paid by the Customer as from the notification by PRODWAYS confirming the availability of the Products for shipment (the payment having to take place before the shipment), and this upon receipt of the invoice and by bank transfer.
  - ✓ The balance of 10% will be immediately due upon the establishment of the Report of Receipt of the Products in the Customer's premises or at the latest within thirty (30) days after the dispatch of the Order if the installation has not taken place.
- For Services: Payment in full upon receipt of the invoice, immediately due, by bank transfer. Services are invoiced at the time of the Order and in the majority of cases before they are carried out (this is particularly the case for multi-year commitments, which are invoiced annually at the beginning of the year).

In all cases, it is expressly agreed that any order, regardless of its nature and content, whether or not it includes several Products and/or Services, whether or not it is subject to an Acceptance Procedure, is considered indivisible, so that the invoice associated with each order must be paid in full, without the possibility for the Client to make partial payments on any grounds whatsoever.

Failure to comply with the payment date mentioned on the invoice will automatically and without prior notification or formal notice lead to the application of late payment penalties, the rate of which is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, in addition to the application of a fixed indemnity for collection costs of €40.

## **3 DELIVERY**

Unless otherwise stipulated in the Offer, all Products supplied by PRODWAYS under the Contract are understood to be delivered "EXW" or "Ex-Works" (Incoterms 2020), from the premises of PRODWAYS designated in the Offer. Consequently, the Customer shall bear the risks and costs that the Products may undergo or cause from the moment they are made available to any carrier from the premises of PRODWAYS. Likewise, any tax, duty or customs charges in application of the French regulations or those of the Customer's country or of a country of transit shall be borne by the Customer.

Costs related to loading, transport and insurance are not included in the prices and are payable by the Customer. By derogation to the above, at the request of the Customer, the shipping and the insurance

may be subject to an estimate and will be invoiced in addition to the Customer. In this last case, PRODWAYS will have to do its utmost to respect the planned delivery time.

In any case, the delivery times of the products are determined by PRODWAYS according to the nature and the volume of the ordered products, the supply and transport constraints specific to PRODWAYS and/or its own suppliers, as well as the period of activity. The deadlines being communicated as an indication, their overtaking can in no case give rise to penalties, damages, reimbursement of prices, deductions, compensations and/or cancellations of Orders, without verification of the grievance and without justification of the prejudice undergone by way of the delay in delivery, and in any case in case of an event of force majeure within the meaning of the Civil Code and of the General Conditions. In any case, the delivery of the Products within the deadlines can only occur if the Customer is up to date with all his obligations towards PRODWAYS, and in particular with his obligations of payment and signature of the installation conditions.

### **3.1 Delivery and claims**

The Customer is responsible for checking the Products upon receipt and in particular the state of possible sensors and indicators attached to the packaging. In case of damage or non-conformity of the delivery, the customer must immediately inform PRODWAYS in writing. In particular and in order to ensure the preservation of the recourse against the carrier, the Customer is obliged to make his claims, reserves or contestations on the transport voucher and to confirm them in writing to PRODWAYS, within 48 hours from the delivery of the Products.

All claims concerning all visible defects or non-conformities with regard to the Order, the delivery note or the packing list, as well as all hidden defects likely to affect the delivered Products, must be reported by the Customer to PRODWAYS, in writing, within eight (8) days from the installation of the Products. The Customer shall provide evidence to attest all alleged defects and/or faults. The Customer shall refrain from undertaking any action by himself or through a third party in order to remedy the alleged defects and/or faults. In the absence of a complaint notified within the aforementioned period, the Customer shall be deemed to have accepted in full and without any reserve the products delivered by PRODWAYS. In any case, it is reminded that the signature without reserve by the Customer of the Acceptance Report (as provided for in article 3.2 hereafter) prevents the Customer from taking advantage of possible defects of conformity on the Products afterwards.

#### **3.1.1 Conformity of the Materials**

All the materials sold by PRODWAYS are guaranteed to be in conformity with the technical characteristics as presented on the Technical Datasheet published by PRODWAYS and according to the standards mentioned therein. The technical data cannot be evaluated otherwise than according to the retained standards and by following the instructions for use of the material (Instruction for Use). In case the Customer indicates that the Materials are not in conformity with the technical characteristics provided by PRODWAYS, the Customer shall, in addition to the respect of the notification deadlines as provided above, hand over to PRODWAYS a sample of these Materials in order to test them. Any complaint must always be accompanied by the original packaging. PRODWAYS has ten (10) working days to test these Materials. If the Materials do not correspond to the expected characteristics, PRODWAYS will replace the Materials or will accept the return of these Materials against a credit note or reimbursement. The appreciation of the fact that the delivered Materials are in conformity or not with

the technical specifications provided shall be based solely on an analysis of samples and/or administrative data kept by PRODWAYS and from batches or series of products having served for the manufacture of the Materials. In case of disagreement between the Parties, PRODWAYS will provide representative samples of the said batch to an independent laboratory in order to determine if the batch respects the specifications. The results of this analysis are binding for both Parties and the costs linked to the recourse to the independent laboratory will be ultimately incumbent on the Party whose position will have been invalidated by the results of the analysis. In any event, any claim shall not affect the Customer's payment obligations as defined in Article 2.4.

### 3.1.2 Labelling of Materials

The Materials are labelled in accordance with the regulations in force in the member states of the European Union for the handling, transport and use of the Materials, so that acceptance of delivery implies the Customer's acknowledgement of compliance with such regulations. The Customer undertakes to retain the labelling including during the disposal of the container of Materials.

The Customer must use the Materials in accordance with the information appearing in the "Safety Data Sheets" and on the label of the Materials. PRODWAYS can in no case be held responsible for the consequences of a wrong use, handling, storage, transport and/or disposal by the Customer, or one that does not comply with the "Safety Data Sheets", as well as more generally with any other instruction given by PRODWAYS.

### 3.2 **Products subject to the Acceptance Procedure**

The high value Products supplied by PRODWAYS (such as 3D printers, major peripheral equipment, etc.) are subject to an acceptance procedure detailed below (hereafter the "**Acceptance Procedure**").

Before being taken over by the carrier, the functionalities of the Products concerned by the Acceptance Procedure will be validated by PRODWAYS.

The Customer is responsible for the conformity of his premises with the installation conditions of the equipment as provided by PRODWAYS before the Acceptance Procedure. In case of non-conformity, PRODWAYS reserves the right to postpone the execution and the finalization of the Acceptance Procedure and to charge the Customer penalties or additional costs. In particular, if PRODWAYS' staff notices that the Customer's premises are non-conforming at his arrival, PRODWAYS reserves the right to suspend the installation operations and to invoice the displacement. The postponement of the installation operations being due to the Customer, it is reminded that the Contractual Guarantee starts in any case and at the latest at the end of a period of thirty (30) days after the dispatch of the Order.

Unless otherwise agreed in the Special Conditions, as soon as the Product arrives in the Customer's premises and at the latest at the end of a period of eight (8) days as from the removal of the Products from the premises of PRODWAYS, the latter shall notify PRODWAYS in order to agree on a date to proceed to a definitive Acceptance Procedure, which shall take place within thirty (30) days after the dispatch of the Order. PRODWAYS shall proceed to the installation of the Product in the premises of the Customer according to the date agreed upon between the Parties. The said commissioning of the Product in the premises of the Customer shall be subject to the signature of a final Acceptance Report by the representatives of the Parties. It is reminded that the Acceptance Procedure takes place exclusively according to the procedures defined by PRODWAYS. In the case of 3D printers in particular,

the printing of the Customer's geometries does not constitute a step of the Acceptance Procedure except if explicitly agreed between the Parties to the Order.

In case a Customer would not contact PRODWAYS during the aforementioned thirty (30) days period to proceed to the installation of the Product, the Customer will be deemed to have accepted, without reserve, the final acceptance and will have to pay immediately to PRODWAYS the balance of 10% of the total amount of the Order in accordance with the clauses referred to in article 2.4.

In any case, the Customer must imperatively sign the Acceptance Report mentioning if necessary, his reservations. In the event of reservations, the Parties shall then agree on the actions necessary to remedy said reservations within a mutually agreed timeframe. In any case, any refusal by the Customer to sign the Acceptance Report (notwithstanding the presence or not of reservations) shall be considered as a total and unreserved acceptance of the Acceptance Procedure and thus of the compliant installation of the Products by PRODWAYS.

In any case, it is reminded that any Order placed with PRODWAYS is valid for a period of six (6) months as from its date of signature by the Customer. If the Customer fails to contact PRODWAYS in order to proceed to the installation of the Products according to the above-mentioned clauses, the Customer remains indebted for the entire price of the ordered and delivered Products, but PRODWAYS is discharged from any guarantee and responsibility as to the associated services, such as the operations of installation and training to the Products.

### **3.3 Property reserve**

It is expressly agreed that PRODWAYS keeps the property of the delivered Products (and of all Services rendered), until the full payment of their price by the Customer, in principal and interests, it being specified that the remittance of a bill of exchange or any other title creating an obligation to pay does not constitute a payment. In case of non-payment on the due date and on request of PRODWAYS, the Customer shall return to PRODWAYS all the unpaid Products and shall authorize the third party employees mandated by PRODWAYS to enter the premises of the Customer and to take back possession of the Product at any time.

### **3.4 Transfer of risk.**

It is reminded that the risks linked to the Products shall be transferred to the Customer in accordance with the Incoterm 2020 EXW (Ex-Works). Consequently, the Customer shall bear the risks and costs that the Products may undergo or cause from the moment they are made available to any carrier from the premises of PRODWAYS.

### **3.5 Demonstration or loan products**

With the express exclusion of the Materials, the Products supplied to the Customer by PRODWAYS, for demonstration purposes and/or as a loan, are and will remain the property of the latter, unless otherwise stipulated. All these Products are supplied exclusively for demonstration purposes and/or as a loan, so that the Customer is obliged to return the said Products, in good condition, to PRODWAYS, at any time, on request of the latter. In case of seizure or any other legal action initiated by third parties and aiming at apprehending the said Products, the Customer shall inform the said third parties and

mandated bailiffs that he is not the owner of the loaned Products. The Customer shall be responsible for the loaned Products and shall insure them against any loss or damage that they may suffer or cause during the period of their availability.

### **3.6 Rental financing**

The present General Conditions also apply to any form of rental concerning the Products and/or Services provided to the Customer through a partner specialized in rental financing. PRODWAYS keeps the whole responsibility of the technical and commercial relations with the Customer who becomes the tenant of the partner.

## **4 GUARANTEE**

PRODWAYS guarantees that on the delivery date, the Products will be in conformity with the specifications of the Offer as well as with the applicable European standard (CE marking) according to the conditions, modalities and limits indicated below.

### **4.1 Customer's obligations and declarations**

The Customer shall comply with all technical instructions provided by PRODWAYS, including but not limited to the requirements related to the installation and the creation of an adequate environment for the use of the Products. Without limiting the generality of the foregoing, the Customer shall in particular comply with the technical instructions provided for the Materials, and in particular the instructions relating to the possibility and number of recycling for the powders, the technical specifications and the storage of the said Materials.

Within the framework of the realization of the Services, the Customer is responsible for putting the necessary equipment at the full disposal of PRODWAYS' staff as well as the possible consumables (materials, solvent etc.) necessary for the realization of the said Services.

The Customer acknowledges that he is fully aware of the functionalities of the Products and that he has obtained all the information he wished or deemed necessary to conclude the Contract. Without limiting the generality of the foregoing, the Customer acknowledges that he has chosen the Products, as a professional and with full knowledge of the facts, and that he has not relied on (i) any guarantee or other assurance expressed by PRODWAYS ; (ii) nor on any description or specification contained in any document other than the Offer issued by PRODWAYS. In any case, apart from the Offer, all descriptions, illustrations and indications of weight and dimensions as well as performance criteria provided by PRODWAYS in catalogues, price lists and advertisements are provided for information only, so that these elements cannot constitute a contractual commitment, nor any guarantee of PRODWAYS on the perfect conformity and/or performance of the ordered Products in relation to the indications of which the Customer may have been aware.

The Customer shall assume the costs and responsibilities relating to (i) the verification of the conformity of the standards of the Product to all other applicable standards and norms in his own country and/or the country of operation; and to (ii) the obtaining of all the required, compulsory, corresponding homologations or certifications in his own country and/or the country of operation. Without limiting the generality of the foregoing, in the event of use of the Materials outside the European Union, the



Customer is responsible for ensuring compliance with any local regulations for the transport, storage and use of the Materials.

#### **4.2 Legal warranties of conformity and hidden defects**

In accordance with the clauses referred to in article 3.1 above, it is expressly reminded that (i) all claims concerning defects of conformity and/or hidden defects relating to the Products must be notified by the Customer to PRODWAYS, in writing, within eight (8) days from the installation of the Products; and that (ii) the Customer must provide evidence of the said defects and/or defects, refraining from undertaking any action by himself or through a third party for the purpose of remedying the alleged defects and/or defects.

#### **4.3 Contractual guarantee of PRODWAYS**

Except in a particular case mentioned in the Special Conditions, the printers supplied by PRODWAYS benefit from a contractual guarantee (hereinafter the "Contractual Guarantee") of a duration of twelve (12) months as from the due date of the balance of 10% of the Order according to the terms indicated in article 2.4 (either at the drawing up of the Report of Receipt of the Products, or at the latest at the end of the period of thirty (30) days after the dispatch of the Order if the installation has not taken place).

The Customer shall inform PRODWAYS of the defects, in writing, within seven (7) calendar days after the discovery of such defects, and the notice shall describe precisely the conditions under which the defect occurred in order to facilitate its diagnosis. The Customer shall retain the Products in its premises unless PRODWAYS requests the return of the Products. PRODWAYS shall agree with the Customer on the defect of the Products to be evaluated.

The only obligation of PRODWAYS under the present Contractual Guarantee will concern the replacement of the spare parts of the Product that the latter will judge defective; the wearing parts being expressly excluded from the Contractual Guarantee. Any Product under Contractual Guarantee returned to PRODWAYS will first be submitted to the after-sales service of PRODWAYS whose approval will be mandatory before replacing and/or returning it. All return, insurance and labor costs will be charged to the Customer. The defective spare parts of the Product will remain the property of PRODWAYS. In case the spare parts returned by the Customer to PRODWAYS would not be judged defective or would not be covered by the present Contractual Guarantee, the Customer shall reimburse PRODWAYS the examination costs and shall assume the costs and risks related to the return of these spare parts to its premises.

#### **4.4 Exceptions to the guarantees**

It is expressly reminded and agreed that the guarantees (legal and/or contractual) and the responsibility of PRODWAYS (on any legal basis whatsoever) cannot be sought for the following cases : (a) products resold by the Customer to a third party (except for distributor Customers); (b) materials, consumable and renewable goods; (c) defects resulting from or related to the inability of the Customer to use or maintain the products in accordance with the specifications and documentation of PRODWAYS and, more generally, with the current and normal practices of use of the products (exclusion in particular of attempts to reach new records, experimental tests, etc. ) ; (d) defects resulting from or in relation with (i) any association of the Products with equipment, materials, products, parts or systems which are not

supplied, approved or specifically recommended by PRODWAYS, (ii) any modification made to the Products and/or any intervention whatsoever by persons other than PRODWAYS, with the exception of third party authorized representatives of PRODWAYS, (iii) any accident, vandalism, negligence or handling errors causing damage to the Products, (iv) normal wear and tear of the Products, (v) defective installation, maintenance or storage of the Products, (vi) maintenance of the equipment or interventions on the Products other than those deemed necessary by PRODWAYS, (vii) any modification, adaptation, alteration, translation, incorporation, recompilation, reverse engineering, or creation of derivative works from any software integrated or provided by PRODWAYS with the Products.

Without limiting the generality of the foregoing, PRODWAYS does not warrant that the Product is fit for a particular purpose, that it is appropriate or suitable for the Customer's business or other needs and/or that it contains no defects, errors or omissions. No express or implied warranty, including all warranties relating to non-infringement, merchantability or fitness for a particular purpose, or relating to the processing capabilities, properties or possible applications of the Product is granted by PRODWAYS to the Customer. In particular, PRODWAYS shall in no case be responsible for the difficulties and/or impossibilities encountered by the Customer to manufacture all parts according to particular geometries of the Customer from the supplied Products, it being reminded that the choice and the adequacy of the Products with regard to the needs of the Customer are under the exclusive responsibility of the latter.

In the same way and without limiting the generality of the foregoing, the guarantees (legal and/or contractual) and the responsibility of PRODWAYS (on any legal basis whatsoever) shall not apply to the following particular cases :

- In case of damage resulting from lack of maintenance, control and/or general handling which do not comply with the written instructions of PRODWAYS (in particular the requirements for normal use provided in the instructions);
- For defects that result in whole or in part from normal wear and tear of a part, damage or accidents caused by the Customer or a third party;
- If the customer uses materials which are not expressly authorized by PRODWAYS;
- If the Customer uses parts which are not original or second-hand materials, or counterfeits, or which are supplied by third parties not authorized by PRODWAYS;
- In case of force majeure in the sense of the provisions of the Civil Code and the present General Conditions.

In any case and notwithstanding any clause to the contrary, concerning the Products resold as is and the components that PRODWAYS buys from suppliers, the guarantee of PRODWAYS is strictly limited to the conditions granted to PRODWAYS by its own suppliers.

## **5 RESPONSIBILITIES**

Within the limits authorized by the law, PRODWAYS shall in no case be held responsible towards the Customer, his employees, third parties authorized by PRODWAYS, customers, collaborators, successors and/or assignees for any loss of profits, loss of business, loss of exploitation, loss of consumables, loss of goods, loss of contracts, loss of data or information ; and more generally any special, indirect, consequential or incidental loss, damage and/or prejudice of any kind arising out of or in connection

with the Contract, any defect, infringement, alleged infringement, accident, failure to act with respect to the Products or any failure to act in accordance with the Contract, even if PRODWAYS has been advised of the possibility of such damages. The Customer waives any recourse against PRODWAYS and its insurers for any claim related to these types of losses or damages, and releases and indemnifies PRODWAYS and its insurers against any claims made by a third party in relation to such loss or damage.

In any case, no Product can be the object of a claim and the responsibility of PRODWAYS cannot be sought, whatever the legal basis (non-conformity, hidden defect, defectiveness, etc.) more than twelve (12) months after the date on which the Customer knew or should have known the circumstances allowing him to act against PRODWAYS.

During the execution of the Contract, each Party will have to assume the consequences of any damage caused to and any loss of its goods or goods belonging to a third party located in its premises, and of any bodily injury (including but not limited to death) caused to its personnel or to the personnel of a third party, which may arise from the performance of the Contract and shall waive all claims against the other Party for any damage, loss or injury (including, but not limited to, death), unless such damage, loss or injury results from gross negligence or willful misconduct of the other Party.

In any case, the maximum liability of PRODWAYS (whatever the legal basis invoked) arising from or in connection with the Contract is limited to the total price of the Contract received at the date of the claim. Beyond this limit, the Customer shall renounce any claim, action or recourse against PRODWAYS and its insurers, and shall release and indemnify PRODWAYS and its insurers against any claim of a third party.

In any case, it is reminded that PRODWAYS will in no case be responsible towards the Customer for the damages resulting from or arising from any illegal and/or fraudulent use of the Products by the Customer, a third party or the end user.

## **6 INTELLECTUAL PROPERTY**

### **6.1 Intellectual property rights**

The present General Conditions as well as the Orders placed by the Customer do not imply any transfer, of any nature whatsoever, of the intellectual property rights, titles or interests that PRODWAYS holds on the Products sold.

### **6.2 Documentation and technical specifications - Brands, names and logos**

Without limiting the generality of the foregoing, no right, title or interest shall be transferred to the Customer by virtue of the Contract, with regard to the names, trademarks, trade secrets, patents, patents in the course of registration, descriptions, drawings, expertise, technical documents, copyrights and other intellectual property rights relating to the Products, which shall remain the full and exclusive property of PRODWAYS and/or its own suppliers.

Consequently, the Customer shall refrain from communicating, reproducing and/or copying all elements provided by PRODWAYS in connection with the Products, without the prior written authorization of the latter, as well as more generally from using the said elements for purposes other than those for which they have been delivered.

### **6.3 Industrial property and software**

Without limiting the generality of the foregoing, to the extent that any software is incorporated into the Product or is available as an optional purchase with a Product, the sale of such Product shall not constitute a transfer of the intellectual property rights or any other rights in such software to the Customer, but shall only imply a non-exclusive and non-transferable license to use such software.

In any event, the Customer shall not (i) modify, adapt, alter, translate or create derivative works from any software incorporated in or provided by PRODWAYS with the Products; (ii) assign, sublicense, lease, rent, lend, transfer, disclose or otherwise make available such software; (iii) merge or integrate such software with or into any other software; or (iv) reverse engineer, assemble, decompile, disassemble or otherwise attempt to derive the source code of such software.

Similarly, the Customer shall reproduce, without making any amendments or changes, any proprietary rights legends of PRODWAYS and/or its affiliates or third party suppliers in any software or documentation provided by PRODWAYS and shall not modify, amend or remove any proprietary rights legends affixed to the Products. The Customer guarantees that no model or instruction provided or given by him will induce PRODWAYS to infringe any patent, registered model, trademark or copyright during the execution of the Contract.

The Customer shall only use the Products, parts or components for the purposes, in the manner and on the premises specified by PRODWAYS, explicitly excluding, but not limited to, the right to analyze, reverse engineer, decompile, disassemble, improve, adapt or otherwise modify the Product. If a claim is made or an action is brought against the Customer for infringement of the patents concerning the use or sale of the Products or any part thereof, the Customer shall immediately inform PRODWAYS, and the latter shall be entitled, at its own expense and with the assistance of the Customer if necessary, to conduct, with its own lawyers and experts, all negotiations for the purpose of settlement of, and/or to bring any lawsuit arising out of, any claim or action. No admission of liability shall be made by the Customer and the Customer shall not incur any expenses without the written consent of PRODWAYS. PRODWAYS shall have no liability for any infringement of (i) patent rights covering the combination of any Products with any product made by the Customer, whether or not supplied by PRODWAYS; and/or (ii) patent rights covering any method or process under which the Products may be used by the Customer. Moreover, PRODWAYS shall not be held responsible for any infringement of the patent rights linked to the respect of the models, specifications or instructions of the Customer.

## **7 CONFIDENTIALITY**

Each Party agrees to hold in strict confidence all information provided by the other Party and to use such information solely for the purposes of the Agreement (including, as the case may be, for the purposes of installation and operation of the Product). This restriction does not apply to information which the recipient can prove to be already published or already known by him or which will be published later, without any breach on the part of the recipient. The Parties undertake to ensure that all their employees, consultants and subcontractors comply with these confidentiality provisions. These confidentiality provisions shall apply throughout the duration of the contractual relationship between the Parties, as well as for five (5) years following the termination thereof, regardless of the cause or time.

Without limiting the generality of the foregoing, except by virtue of the Contract, the Customer shall not use, copy or give to a third party any technical specifications, formulas, compositions, SDS (Safety Data Sheets) documentations, drawings, quotations and any calculation bases that the Customer may receive from PRODWAYS in relation with the negotiations or the execution of the Contract.

## **8 FORCE MAJEURE**

The responsibility of PRODWAYS shall in no case be engaged in the hypothesis of the occurrence of an event of force majeure preventing the execution of its obligations provided for in the present General Conditions.

In addition to the cases of force majeure in the sense of the provisions of article 1218 of the Civil Code and those usually recognized by the French jurisprudence, are expressly considered as cases of force majeure, without this list being restrictive: wars, riots, epidemics and pandemics, natural disasters, floods, fires of all or part of the premises of PRODWAYS, its suppliers and/or subcontractors, strikes of all or part of the personnel of PRODWAYS, its suppliers and/or subcontractors, embargoes, governmental and/or legal restrictions, administrative closures of establishments of PRODWAYS, its suppliers and/or subcontractors, ordered by any competent authority, malfunctions in the means of transport and/or communication, temporary or permanent unavailability in the supply of the Products.

## **9 TERMINATION**

Termination of the Order and/or the Contract, irrespective of the cause and time, shall in no way affect the survival of the obligations, which have not expired, resulting from these General Conditions.

## **10 RE-EXPORTATION**

If the Products are subject to export restrictions, the Customer undertakes not to sell, lend or deliver to a third party, whatever the conditions, with or without compensation, temporarily or permanently, the Products (including supplies and spare parts delivered in connection with the after-sales service), the documentation, the user manuals and the information relating to the Products, in any way whatsoever, without the prior written consent of PRODWAYS and/or the corresponding competent authorities. In case of violation of these provisions by the Customer, the Customer shall indemnify, defend and hold harmless PRODWAYS from any and all liabilities, third party demands, claims, lawsuits, losses, damages, infringements of intellectual property rights, fines, or judgments including costs, attorney's fees and witness fees and all consequential expenses related thereto.

## **11 APPLICABLE LAW AND DISPUTE RESOLUTION**

These General Terms and Conditions, the Contract and all contractual relations arising therefrom shall be governed by the provisions of French law, to the exclusion of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

Any contractual or extra-contractual dispute relating to these General Terms and Conditions, the Contract and the relationship between the Parties shall, failing amicable settlement, be submitted to the competent jurisdictions located within the jurisdiction of the head office of PRODWAYS, notwithstanding multiple defendants, incidental request or summary proceedings;

**12 MISCELLANEOUS PROVISIONS**

A failure or delay by a party to enforce in whole or in part any provision of these Terms and Conditions shall not be construed as a waiver of any of its rights under the Contract. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining provisions and the remainder of the provisions in question shall not be affected by such invalidity or unenforceability. Terms and conditions which by their nature extend beyond the expiration or termination of these Terms and Conditions shall survive and remain in effect.