

ESSEX SAS (operating under the name IVA)

GENERAL TERMS AND CONDITIONS OF SALE

Preamble

These General Terms and Conditions of Sale (the GTCS) determine the rules to which the sale of a product of the company ESSEX SAS (operating under the name IVA) is subject, it being understood that the term Product refers to any goods manufactured and/or sold as well as any service provided by ESSEX. The term Buyer means the entity placing the order for a Product.

1 - Offer, Price and Billing

1.1 Offers are valid for fifteen (15) days from the date of issue and unless otherwise stipulated by ESSEX are intended for delivery within three (3) months of the order. Offers may be modified prior to acceptance by the Buyer. The order shall not be binding on ESSEX until it has been expressly accepted by ESSEX.

1.2 Unless otherwise provided, prices are net, packaging, taxes and duties for delivery at the ESSEX plant (EXW according to the Incoterms of the International Chamber of Commerce, 2000 edition). Prices are subject to change without notice. The Buyer agrees to pay any taxes and duties related to the sale of the Product or, if applicable, to reimburse ESSEX for such taxes and duties. Quantities delivered may differ by +/- 10% from the quantities ordered without this giving rise to a dispute on the part of the Buyer. Invoiced quantities are those that have actually been delivered.

1.3 Unless otherwise provided, packaging (bulk containers, pallets, drums, etc.) is loaned to the Buyer. Packages loaned by ESSEX and/or bearing the ESSEX mark may not be used for any products other than the Product.

1.4 Any additional costs or fees for special export packaging shall be borne by the Buyer.

1.5 Unless agreed in writing by ESSEX, any payment must be made by irrevocable letter of credit, confirmed by a bank accepted by ESSEX payable upon presentation of the transport documents.

1.6 The payment period may not exceed 45 days end of month or 60 days net, date of issue of the invoice. If a discount is granted, the discount rate will be indicated on the front of the invoice.

1.7 Any late payment will automatically give rise to invoicing of compensation (Art. L441-3 and L 441-6 of the Commercial Code) per unpaid invoice payable in cash upon presentation of the corresponding invoice. In addition, after formal notice given by registered letter has remained without effect for 7 calendar days, without prejudice to any other course of action, an interest rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, will be applied from the due date of the unpaid amount until the day on which ESSEX receives full payment thereof. In addition, any amounts due for other deliveries will become immediately due, regardless

of the agreed payment terms, and ESSEX may also suspend or terminate any other outstanding orders.

2 - Delivery and Transport

2.1 The EXW delivery must be made on the agreed date at ESSEX's premises (or warehouses) either by direct delivery of the Product to the Buyer, or by simple notice of availability, or by delivery to a shipper or carrier mandated by the Buyer. In the event that the Buyer has not taken delivery of the Product within 8 days of the agreed date, delivery shall be deemed to have taken place on the initial date, the Buyer shall be charged a custody fee, the Products shall be kept at the latter's risk and the Buyer shall be obliged to pay the price on the dates initially agreed. The custody fee will be calculated on the basis of the Bank of France discount rate in force on the day that the custody period begins, plus three (3) points. Similarly, the warranty period will begin to run from the initial date of delivery. In the case of a sale by means of picking products from stock on consignment at the Buyer, at a third-party depot or on a platform, any such pickings must be communicated once a week to ESSEX for invoicing. The pick date will constitute the date of delivery of the product.

2.2 ESSEX shall endeavor to comply with the delivery times requested by the Buyer and is allowed to make partial deliveries. Delays in delivery may not give rise to the payment of penalties or damages, nor to withholding or cancellation of outstanding orders. However, if sixty (60) days after the indicative delivery date the Product has not been delivered, for any reason other than a case of a Force Majeure Event (as defined in Section 7), then the sale may be terminated at the request of either party. The deposit can be refunded to the Buyer, but any other compensation and any damages are excluded.

2.3 The transfer of the risks of loss or damage to the Buyer takes place at the time of delivery. Unless expressly stated otherwise, the Buyer must provide and maintain an insurance policy covering transportation risks in an amount at least equal to the value of the Product.

2.4 Any claims concerning loss or damage during transport must be made by the Buyer to the carrier upon delivery and confirmed by registered letter with acknowledgement of receipt sent to the carrier, copy to ESSEX, within three (3) days of receipt of the Product.

2.5 If, by express derogation here, ESSEX agrees to deliver the Product to a destination indicated by Buyer, the choice of routing and carrier shall, unless otherwise stipulated, be at the discretion of ESSEX. In any event, unless expressly waived by ESSEX, the costs of transportation shall be borne by the Buyer.

2.6 Any claim concerning incomplete delivery, non-conformity of the Product or apparent defects must be made within thirty (30) days of the departure from the ESSEX factory by registered letter with acknowledgement of receipt,

failing which the Buyer will be deemed to have accepted it. After acceptance, the Buyer shall no longer make any claims.

2.7 The initial weights and measures at departure specified in the delivery note constitute proof of the quantities delivered.

2.8 Any return of the Product is subject to ESSEX's prior written consent. Any Product returned without such consent shall be considered at the Buyer's disposal against payment of custody fees calculated in accordance with paragraph 1.5 above and without ESSEX being liable for any risk and shall not be eligible for credit. The costs and risks of the return are always the responsibility of the Buyer. Any returns accepted by ESSEX will give rise to issuance of a credit note in favor of the Buyer who will be credited within the same contractual period as the payments.

3 - Warranties

3.1 ESSEX warrants the Product to be free from any apparent defects in material and workmanship for a period of one year from the date of delivery. However, for Products not manufactured by ESSEX, ESSEX's obligations are limited to obtaining for the Buyer the warranties offered by the sellers of such ancillary products, provided that obtaining these warranties does not incur any costs for ESSEX.

3.2 ESSEX warrants that the Product has successfully passed any tolerance tests that may have been provided for in the technical specifications. If tolerance testing is provided for in the contract or in the offer but ESSEX was unable to perform said test for reasons beyond its control, within one year of delivery or within sixty (60) days after commissioning, whichever of these dates occur first, the Product will be presumed to have passed these tests and ESSEX's obligations or warranties will become void. Unless expressly and specifically stated, ESSEX guarantees that the Product is fit only for the purpose for which it was designed and not for the purpose intended by the Buyer, even if ESSEX is informed of the Buyer's intended use thereof.

3.3 If during the warranty period it is determined that the Product was defective at the time of delivery, it will be repaired at the ESSEX factory or replaced free of charge FOB agreed port of embarkation, provided that the Buyer has informed ESSEX of the defect in the Product in writing within 8 days after discovering its existence and in any event before the expiry of the warranty period, by registered letter with acknowledgement of receipt. ESSEX may then request the return of the defective Product, postage paid, to confirm the claim. The costs of removing and replacing the defective Product will in no way be borne by ESSEX. The replacement product shall be subject to these GTCS, provided, however, that interventions under the warranty shall not have the effect of extending the warranty term.

3.4 Under this warranty, ESSEX's sole obligation shall be, at its sole discretion, either to replace the Product free of charge, to repair the Product or the component found to be defective by its services, or to take back the Product, freight charges paid, and to refund the Buyer any amounts received. ESSEX shall have no further obligation to Buyer and in particular no obligation to pay compensation.

3.5 Any repairs or modifications to the Product made by a third party or by the Buyer without the prior written consent of ESSEX will not be reimbursed. In this case, ESSEX's warranty becomes null and void. The Buyer shall be responsible for any deterioration or modification of the Product caused by Buyer or occurring after delivery.

3.6 Limit of Coverage: This warranty is in lieu of any other implied, express or statutory warranty, except for the warranty of peaceful possession.

3.7 This warranty is subject to the condition of receipt, handling, storage, installation and use of the Product specifically in accordance with the technical specifications and the rules of the art, and proper maintenance.

4 - Liability

4.1 Excluding compensation for personal injury, ESSEX's liability, regardless of the cause and excluding the costs of repairing defective Products or supplying replacement products, shall be limited to a sum equal to five times the price of the defective Product less the copper value.

4.2 Under no circumstances shall ESSEX be liable to compensate damages resulting from operating, production or profit losses, loss of data, loss of earnings, loss of the use of a right or property, deprivation of a service, and more generally any loss of an economic or financial nature.

4.3 Consequently, the Buyer waives all and any claims beyond these limits in amount and in kind against ESSEX and its insurers and guarantees an identical waiver on the part of its own insurers.

5 - Modification of Designs or Construction

5.1 ESSEX reserves the right to modify without prior notice (i) the design and method of manufacture of the Product to the extent that the Product as modified will conform, if applicable, to the technical specifications, as well as (ii) the Products defined in its prospectuses or catalogues.

5.2 ESSEX shall not be required to modify the Product upon the Buyer's request except by express mutual agreement.

6 - Intellectual Property

6.1 ESSEX undertakes, at its own expense and within the following limits, to defend and indemnify the Buyer when the Buyer is the subject of an action for infringement of a patent concerning the Product filed in one of the member countries of the European Union. This commitment by ESSEX is subject to the condition that: (i) the Buyer immediately notifies ESSEX of the existence of the request, and (ii) gives ESSEX all powers to conduct the proceedings with attorneys chosen by the latter, and (iii) provides it with any necessary information or assistance, and (iv) refrains from compromising or making any admissions without the prior written consent of ESSEX.

6.2 If the Disputed Product is found to be infringing and its use is prohibited, ESSEX may at its own expense and at its discretion replace the Product, modify it so that it no longer infringes the rights of others, obtain the right for the Buyer to use it, or take back the Product against reimbursement of the purchase price to the Buyer minus

depreciation for the period of time that the Product has been in use, calculated on a straight-line basis from the date of delivery and over a period of fifteen (15) years.

6.3 The foregoing provisions shall be Buyer's sole remedy. In any event, ESSEX's liability under this article is limited to the amount of the pre-sale price of the disputed Product, and does not include, in particular, indirect, economic or financial damages, including without limitation the loss of use of the Product.

6.4 ESSEX's obligations under this Article does not apply to claims relating to (i) a Product manufactured to Buyer's specifications and/or designs (ii) a Product used or intended for an application not known to ESSEX, (iii) the system or assembly in which the Buyer incorporates the Product, (iv) modifications to the Product made by Buyer or a third party or (v) infringement that does not occur in the country where the Product is delivered to Buyer as provided for in the contract or in the order.

7- Force Majeure

7.1 ESSEX shall not be liable for non-performance of its obligations hereunder and shall not be liable for any damages to the extent that such failures or damages are attributable to causes over which ESSEX has no or little control. For example, such causes include but are not limited to labor unrest of any kind (whether at ESSEX and the Buyer or at any third party upon whom the performance of the sale depends), fire, explosion, flood or other natural disaster, riots or war (declared or undeclared), shortages of labor, materials, components, transportation or energy, delays in delivery by suppliers or subcontractors, compliance with new laws or regulations (whether or not founded), embargoes, pandemics, epidemics, quarantines or other public health emergencies of a similar nature, etc. ("Force Majeure Event").

7.2 If the agreed date for delivery of the Product cannot be met due to a Force Majeure Event, ESSEX must be allowed sufficient additional time to remedy these disruptions.

8 • Design

8.1 Design drawings, instructions for use, illustrations, invoices for materials or components, specifications, mock-ups, diagrams and any other documents or information prepared or obtained by ESSEX shall remain the property of ESSEX, except for those, if any, to be provided to Buyer. Drawings, instructions for use, etc., concerning ESSEX or the Product that are to be provided to the Buyer shall be the property of Buyer, but the Buyer agrees to use them only for the purpose of facilitating the installation, maintenance, operation, modification and repair of the Product and shall not communicate them to any third party without the prior written consent of ESSEX.

9 - Retention of title clause

The Product shall remain the property of ESSEX until payment in full of the price in principal and incidentals, it being understood that delivery of a bill of exchange or other instrument creating an obligation to pay shall not constitute payment within the meaning of this clause until such instrument has been credited to ESSEX's account. This provision does not prevent the transfer to the Buyer of risks in accordance with Article 2.3 of these GTCS. Until the price has been paid, the Buyer must segregate the Product. In the absence of segregation, ESSEX may require immediate payment of the price. In the event of a seizure or any other intervention by a third party on the Product, the Buyer must immediately inform ESSEX thereof. The Buyer is also prohibited from pledging or reselling the Product. ESSEX's demand of the unpaid Product will automatically result in the termination of the sale. All repossession costs shall be borne by the Buyer, without prejudice to any other claim that may be brought by ESSEX.

10 -Acceptance of terms

10.1 These GTCS apply to any sale made by ESSEX. Accordingly, placing an order implies the Buyer's full and unreserved adherence to these GTCS, to the exclusion of any other document issued by Buyer. No special terms and conditions intended to modify or replace these GTCS shall, unless specifically formally agreed to in writing by ESSEX, prevail against these GTCS. Any conditions to the contrary imposed by the Buyer shall be unenforceable against ESSEX regardless of when it may have been brought to its attention.

10.2 These GTCS include all terms and conditions of sale. ESSEX's silence does not constitute acceptance. Neither any terms added or modified by the Buyer when ordering the Product, nor the delivery of the Product or the commencement of work by ESSEX shall constitute acceptance by ESSEX of any terms that could supersede, modify or augment these GTCS.

11 - Assignment of rights

11.1 ESSEX may freely subcontract or assign all or part of the rights and obligations arising from contracts concluded or orders placed to companies of the group to which it belongs, or to any legal entity receiving, in the context of a partial contribution of assets, merger, spin-off or otherwise, all or part of the assets and liabilities making up its line of business. It is expressly agreed and accepted that such transfer shall not entitle the Buyer to any right of termination or to any compensation.

11.2 The Buyer may not assign any of its obligations or rights without the prior written consent of ESSEX.

12 • Termination

12.1 If the Buyer intends to terminate a contract or cancel an order while the order is in progress and after communication of these GTCS, the Buyer must do so by giving at least 60 days' prior written notice of the termination of the contract or the scheduled delivery date of the order, stating the reasons for termination.

12.2 ESSEX shall be entitled, among other things, to reimbursement of costs already incurred in the manufacture of the Product as well as any expenses resulting from the necessary termination of contracts binding ESSEX to its suppliers or subcontractors.

12.3 ESSEX reserves the right to cancel without notice all contracts concluded and all orders placed following the communication of these GTCS in cases where the Buyer has not made the agreed payments, is in suspension of payment, is declared in receivership or judicial liquidation, is put in amicable dissolution, or is in any other manner in suspension of activity, subject to the provisions of the law in force.

13 - Waiver

ESSEX's failure to enforce any of these GTCS at any time cannot be construed as a waiver of any subsequent enforcement of these GTCS.

14 - Application

Should an arbitral or judicial tribunal of competent jurisdiction consider any of the terms of these GTCS to be invalid, such invalidity shall not affect the validity of the remaining terms of these GTCS.

15 - Notifications

Any notification must be made by registered letter with acknowledgement of receipt.

16 - Governing law - Jurisdiction

Any contract concluded and any order placed after communication of these GTCS will be interpreted and governed by French law. The UN Convention on Contracts for the International Sale of Goods and related laws are not applicable to this Agreement. Any dispute relating to the formation or execution of a contract or order following the communication of these GTCS will be decided in accordance with the Arbitration Rules of the International Court of Arbitration of the Chamber of Commerce of Paris by three arbitrators appointed according to said rules (unless a single arbitrator is appointed by written agreement between the Parties). The arbitration shall take place in Paris and in French.

17 - Language

These GTCS may be written in both French and English. In case of any conflict or discrepancy between the contents of the English version and the French language version, the English version will prevail.