
SILENTSYS**GENERAL TERMS AND CONDITIONS OF SALE**

ARTICLE 1. DEFINITIONS – INTERPRETATION

1.1. Terms and expressions beginning with a capital letter shall have the meaning ascribed to them below:

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| Customer | Refers to any professional customer within the meaning of the introductory article of the French Consumer Code (<i>Code de la consommation</i>). |
| General Terms and Conditions of Sale | Refers to these general terms and conditions of sale. |
| Contract | Means any sales contract between the Seller and the Customer. |
| Party(ies) | Refers to the Seller and the Customer together or to the Seller and the Customer individually. |
| Product(s) | Means the object of the Contract as defined in article 3 of the General Terms and Conditions of Sale. |
| Third party | Means any person other than the Parties and to whom these General Terms and Conditions of Sale do not apply, whether or not such person has any direct or indirect relationship with the Seller or is subject to the application of other General Terms and Conditions of Sale established by the Seller. |
| Seller | Refers to SILENTSYS, a French simplified joint stock company (<i>société par actions simplifiée</i>) with a share capital of 40,000 euros, whose registered office is located at 57 Boulevard Demorieux, 72000 Le Mans, registered in the Trade and Companies Register (<i>Registre du Commerce et des Sociétés</i>) of Le Mans under number 893 628 511, whose contact details are as follows: Phone: + 33 786 91 63 01 E-mail: info@silentsys.com |

ARTICLE 2. SCOPE OF APPLICATION – ENFORCEABILITY

- 2.1. The General Terms and Conditions of Sale constitute the sole basis of the commercial relationship between the Parties.
- 2.2. They apply, without restriction, nor reserve, to any Contract concluded between the Seller and Customers wishing to acquire Products offered for sale by the Seller, regardless of any clause that may appear in a Customer's documents, and in particular his general terms and conditions of purchase.
- 2.3. They are available at any time on the Seller's website and shall prevail over any other version or any other contradictory document.
- 2.4. The General Terms and Conditions of Sale may be subject to subsequent changes, the version applicable to the Customer's purchase is the one in force on the website at the date of placing the order.
- 2.5. As the General Terms and Conditions of Sale are subject to change, the version applicable to the contractual relationship between the Customer and the Seller is deemed to be the one in force on the date of the conclusion of the Contract.
- 2.6. The Customer declares that he has read the General Terms and Conditions of Sale and has accepted them before entering into any Contract. The validation of the order by the Customer under the conditions of Article 3 hereafter implies acceptance without restriction or reserve of the General terms and conditions of sale.

ARTICLE 3. PRODUCTS

- 3.1. The Seller offers to its Customers the purchase of devices in the fields of photonics, microwave, radio-frequency, terahertz frequencies and electronics (hereinafter the "**Products**"). The main characteristics of the Products are presented on the Seller's website or any other medium transmitted by the Seller. The Customer is required to read them carefully before placing an order.
- 3.2. The choice of any element of customization and the purchase of a Product as well as the specifications thereof requested by the Customer are the sole responsibility of the Customer.
- 3.3. If requested, the Seller provides the Customers with services (hereinafter the "**Services**"), including, without limitation:
 - (a) any prior study relating to the context of use of the Products, the purpose of the Products and any study relating to the elements of personalization of the Products;
 - (b) the installation of the Products and/or putting them into operation;
 - (c) the repair of the Products; and
 - (d) any other advice and expertise of any kind, autonomous or in relation with one or several Products sold or whose sale is planned or has been realized.

ARTICLE 4. ORDERS

4.1. Quotations

- 4.1.1. All orders for Products by a Customer shall be placed in writing by the signing of a quotation between the Parties (hereinafter the "**Quotation**").
- 4.1.2. Any Quotation states:
- (a) The essential characteristics of the Product(s) and Service(s) offered;
 - (b) The Price of the Product(s) and Service(s); and
 - (c) A date, period or time period where the Seller indicates it will be able to deliver the Product(s) and provide the Service(s).
- 4.1.3. It is the Customer's responsibility to verify the accuracy of the Quotation and to immediately report any errors to the Seller.
- 4.1.4. Quotations issued by the Seller are valid for a period of one (1) month.
- 4.1.5. The Seller may refuse any order from a Customer with whom there is a dispute relating to the payment of a previous order.

4.2. Contractual documents

- 4.2.1. All documents, whatever the nature and the form, delivered by the Seller to the Customer, including the Quotation(s), any specifications, any appendices and technical notices, shall be binding (hereinafter the "**Contract Documents**").
- 4.2.2. In case of contradiction with the General Terms and Conditions of Sale, the latter shall prevail.

4.3. Modification of the order

Unless otherwise expressly agreed between the Parties, once the Quotation has been signed by the Parties under the conditions described above, the order cannot be modified.

4.4. Cancellation of the order

- 4.4.1. Once the Quotation is signed between the Parties under the conditions described above, the order cannot be cancelled.
- 4.4.2. In case of cancellation of the order by the Customer after the conclusion of the Contract between the Parties under the conditions described above, for any reason whatsoever, the advance payment (if applicable) shall be automatically (*de plein droit*) forfeited to the Seller and shall not give rise to any reimbursement.
- 4.4.3. In case of cancellation of the order by the Customer after the conclusion of the Contract between the Parties, for any reason whatsoever:
- (a) between the conclusion of the Contract and 30 working days before the scheduled date for the delivery of the Product(s) or the performance of the Services to the postal services or to the carrier in charge of the delivery, a sum corresponding to 30% of the total price (excluding taxes) of the Product(s) or the Services will be automatically acquired by the Seller and charged to the Customer as damages to compensate for the loss thus suffered;

- (b) between 30 and 10 working days before the scheduled date for the delivery of the Product(s) or the performance of the Services to the postal services or to the carrier in charge of the delivery, a sum corresponding to 50% of the total price (excluding taxes) of the Product(s) or of the Services will be automatically acquired by the Seller and invoiced to the Customer as damages to compensate for the loss thus suffered;
 - (c) less than 10 working days before the scheduled date for the delivery of the Product(s) or the performance of the Services to the postal services or to the carrier in charge of the delivery, a sum corresponding to 100% of the total price (excluding taxes) of the Product(s) or of the Services will be automatically acquired by the Seller and charged to the Customer as damages to compensate for the loss thus suffered.
- 4.4.4. Customer shall also reimburse all costs incurred by Seller in developing the Product(s) or performing the Service(s) up to the costs incurred in delivering the Product(s) or Service(s), upon presentation of the relevant receipts (study costs, hotel reservations, travel expenses, equipment rentals, etc.).
- 4.4.5. In case of cancellation of the order by the Customer after the conclusion of the Contract between the Parties due to force majeure within the meaning of Article 8 below, the liability of the Seller shall be strictly limited to the reimbursement of the sums actually paid, exclusive of tax, by the Customer and corresponding to the cancelled sale.

ARTICLE 5. PAYMENT

5.1. Prices

- 5.1.1. The Products or Services are supplied at the rates in in force on the Quotation at the time of placing the order.
- 5.1.2. Prices are expressed in euros, exclusive of tax and are exclusive of administration, postage and packaging costs, where applicable. The calculation of the VAT is carried out and indicated on the invoice referred to below on request of the Customer.
- 5.1.3. The payment requested from the Customer corresponds to the total amount of the purchase, including its incidental costs.
- 5.1.4. An billed shall be issued by the Seller and sent to the Customer by e-mail to the e-mail address indicated by the Customer when placing the order and after delivery of the Products ordered or after the Services have been performed.

5.2. Advance payment

- 5.2.1. An advance payment (*acompte*) corresponding to a percentage of the total price of the Product(s) or Service(s) ordered may be required by the Seller upon signature of the Quotation between the Parties.
- 5.2.2. This advance payment will be cashed by the Seller at the latest at the beginning of the development of the ordered Products or the realization of the Services. If the

Products are standard, the advance payment will be cashed by the Seller at the latest at the beginning of the manufacturing of the Products or at the handing-over of these last ones to the postal services or to the carrier responsible for their delivery if the Products were already existing at the time of the signature of the Quotation.

5.2.3. This advance payment shall in no case be qualified as *arrhes*.

5.3. Terms of payment

5.3.1. The price is payable in full on the day the Customer receives the bill, , by secure payment.

5.3.2. Any payment by the Customer to the Seller shall be made in priority by (i) bank transfer in advance or, failing that, by (ii) bank cheque.

5.3.3. In case of payment by bank cheque, the bank cheque must be issued by a bank domiciled in metropolitan France or in Monaco, made payable to SAS SILENTSYS. The bank cheque will be cashed on receipt of.

5.3.4. The Payments made by the Customer shall not be considered final until the Seller has received the amounts due.

5.3.5. The Customer shall not be charged any additional costs beyond those incurred by the Seller for the use of a payment method.

5.4. Late payment

In the event of late payment and receipt of sums due by the Customer after placing the order, late payment penalties calculated at the annual rate defined by law in relations between professionals of the amount inclusive of tax of the sale price appearing on the Quotation, will be automatically (*de plein droit*) forfeited to the Seller, without formality or prior notice.

5.5. Default of payment

5.5.1. In case of failure to pay in accordance with the terms of this Article, the Contract shall be automatically (*de plein droit*) terminated (*résolu*) at the sole initiative of the Seller at the end of a period of fifteen (15) days following a formal notice to pay, served in person or at the Buyer's domicile, containing an express declaration by the Seller of its intention to make use of this clause and which has remained wholly or partially ineffective during the aforementioned period.

5.5.2. The termination (*résolution*) of the Contract as aforesaid shall not preclude (i) Seller's right to suspend performance of its obligations under Articles 1219 and 1220 of the French Civil Code, or (ii) the awarding of damages for loss suffered.

5.6. Reservation of ownership (*réserve de propriété*)

5.6.1. Until full payment of the sale price by the Customer, the Seller reserves the ownership of the Product(s), within the meaning of Article 2367 of the French Civil Code.

5.6.2. As soon as the Customer is notified of the termination of the Agreement under the conditions specified above, the Customer in possession of the Product(s) must return them within fifteen (15) days. Where applicable, this period of fifteen (15) days

shall begin as of the date on which the Customer takes possession of the Product(s) when the notification is received during delivery.

- 5.6.3. After this period, the late payment penalties referred to in Article 5.5 of the General Terms and Conditions of Sale shall again be automatically due to the Seller, without any formality or prior notice.

ARTICLE 6. DELIVERY

6.1. Terms of delivery

- 6.1.1. The Products ordered by the Customer are delivered by the postal services or by a carrier identified when the order was placed, to the address indicated by the Customer when the order was placed.
- 6.1.2. The Seller fulfills its obligation to deliver the Product by handing it over to the carrier or by sending it by mail.
- 6.1.3. Except in special cases or when one or more Products are unavailable, the Products ordered are delivered in a single delivery.

6.2. Delivery times

- 6.2.1. The delivery time indicated at the time of placing the order is given for information purposes only.
- 6.2.2. The Products ordered are delivered to the Customer within a processing time that will be defined by the Quotation in **metropolitan France and abroad**, excluding postal delivery time or delivery via a carrier designated when the order was placed.
- 6.2.3. The Seller undertakes to make its best efforts to deliver the Products or Services ordered by the Customer within the time limits specified above.

6.3. Administration, postage and packing costs

- 6.3.1. All deliveries made by post in metropolitan France or abroad give rise to the payment of administration, postage and packaging costs, the amount of which is indicated for information purposes only on the Quotation.
- 6.3.2. Any delivery made by a carrier in metropolitan France or abroad gives rise to the payment of the handling, packaging and service costs of the carrier in charge of the delivery, the amount of which is indicated for information purposes only on the Quotation.

6.4. Risks

- 6.4.1. The transport risk is borne entirely by the Customer.
- 6.4.2. With the exception of Seller's failure to deliver the Product to the postal services or to deliver the Product to the carrier, the Seller is discharged from any liability for loss of or damage to the Product upon conclusion of the Contract.

ARTICLE 7. GUARANTEES

7.1. Conformity of the Products

- 7.1.1. The products sold by the Seller comply with the regulations that are specifically applicable to them.
- 7.1.2. When required by the regulations applicable to certain Products, the Customer is provided with all documentation, technical specifications, notices and one or more declarations of conformity that accompany the Product(s) sold.
- 7.1.3. Where permitted by applicable regulations, all or part of the above documentation is transmitted or made available to the Customer by digital means.
- 7.1.4. The Customer is deemed to have taken note of:
 - (a) All documentation relating to the Product(s) including, without limitation, a description of its (their) technical specifications;
 - (b) any safety information and specified professional uses for which the Product concerned is intended;
 - (c) as well as any warnings about other uses for which the Product is not intended or not recommended;
 - (d) and any instructions necessary to use the Product.

7.2. Defects in the Product

- 7.2.1. The Products sold by the Seller benefit without additional payment, in accordance with the legal provisions in effect, from the legal guarantee against hidden defects (*garantie des vices cachés*) of articles 1641 and following of the French Civil Code, resulting from a material, development or manufacturing defect affecting the Products delivered and making them unfit for use.
- 7.2.2. However, in accordance with the provisions of Article 1643 of the French Civil Code, the Seller excludes any warranty for hidden defects of which he was not aware.
- 7.2.3. It is reminded that within the terms of the legal guarantee against hidden defects, the Customer can choose between the resolution of the sale or a reduction of the sale price, in accordance with Article 1644 of the French Civil Code.
- 7.2.4. In order to assert his rights, the Customer shall inform the Seller in writing of the hidden defects affecting the Products within a maximum period of two (2) years from their discovery and return the non-conforming and/or defective Products in the state in which they were received with all of their elements (accessories, packaging, instructions, etc.).
- 7.2.5. The Seller shall refund, replace or repair Products under warranty found to be defective.
- 7.2.6. Delivery costs will be reimbursed on the basis of the rate invoiced when the order was placed and return costs will be reimbursed upon presentation of supporting documents.
- 7.2.7. Refunds for Products found to be non-compliant or defective shall be made as soon

- as possible and at the latest within forty-five (45) days of the finding by the Seller of the hidden defect.
- 7.2.8. The refund will be made, within a reasonable time, by crediting the Customer's bank account or by bank cheque sent to the Customer.
- 7.2.9. The Seller's warranty is, in any event, limited to the replacement or reimbursement of Products affected by a hidden defect.

ARTICLE 8. FORCE MAJEURE

- 8.1. The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, is due to force majeure.
- 8.2. For the purposes of application of this Article, any event usually retained by French jurisprudence as well as any earthquake, fire, storm, flood, lightning, epidemic, any strike of the Seller's workforce, any blockage of means of transport, as well as any event which proves to be irresistible and unforeseeable within the meaning of the article 1218 of the French Civil Code, shall constitute a case of force majeure.
- 8.3. The Party experiencing a case of force majeure shall immediately inform the other Party of its inability to perform its service and justify this to the latter. The suspension of obligations shall in no case be a cause of liability for non-performance of the obligation in question, nor shall it lead to the payment of damages or penalties for delay.
- 8.4. The performance of the obligation shall be suspended for the duration of the force majeure if it is temporary and does not exceed ninety (90) days. Consequently, as soon as the cause of the suspension of their mutual obligations disappears, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the Party prevented from doing so shall notify the other of the resumption of its obligation by any means that can be used to establish proof of its dispatch.
- 8.5. During this suspension, the costs incurred by the situation will be divided in half.
- 8.6. If the impediment is definitive or exceeds a period of ninety (90) days, these presents and the operations arising therefrom shall be terminated by operation of law, in accordance with the provisions of Article 1218 of the French Civil Code and without payment of any sum whatsoever.

ARTICLE 9. LIABILITY

- 9.1. The Seller shall not be held liable for:
- (a) commercial damage, loss of clientele, damage to brand image due to the Product or Services;
 - (b) any prejudice whatsoever related to one or more disturbances of any kind, particularly electromagnetic, caused by the Product or suffered by the Product, the Customer being responsible for the quality of the environment in

which he/she uses the Product and in which the Product suffers or produces interference of any kind;

- (c) any damage of any kind caused by the Product related to any lack of compatibility of the Product or the Service with all other equipment, devices and any other fixed or mobile installations for which the Customer may integrate, attach or connect the Product by any means and any technique possible;
 - (d) any material damage suffered by any equipment, apparatus and fixed or mobile installation of the Customer for which the Product has been integrated, attached or connected by any means and any technique possible;
 - (e) for any damages whatsoever arising from the Product or Service as a result of its unintended or unrecommended use by Seller or its improper use by Customer;
 - (f) any damage due to the alteration and/or unsuitability of the Product caused by the use made by the Customer;
 - (g) any damage caused by the Product or Service as a result of non-professional use of the Product or Service, which is prohibited by law or by any applicable regulations, whether French or European;
 - (h) any damages whatsoever arising out of the Product or Service related to any failure by the Customer to ensure the fitness for purpose, accuracy, proper maintenance and/or proper operation of the Products;
 - (i) any damages whatsoever resulting from the Product being repaired or modified by the Customer or any Third Party;
 - (j) any damage suffered by the Buyer due to a failure to deliver the Product within the indicative time limits referred to in Article 6.2 of the General Terms and Conditions of Sale.
- 9.2.** The Customer acknowledges that he has been informed of the technical specifications of the Products and of the regulations applicable to each Product offered for sale on the Seller's website.
- 9.3.** The Customer shall be liable for all legal and regulatory obligations applicable to the Product when acting as a distributor.
- 9.4.** The Customer shall be liable for all legal and regulatory obligations applicable to the Product as a manufacturer when it:
- (a) affix its name and trademark to the Product;
 - (b) makes any modifications to the Product.

ARTICLE 10. INTELLECTUAL PROPERTY

- 10.1.** The website www.silentsys.com, its content, the brand name "SILENTSYS" and the Products are the exclusive property of the Seller and are protected by French and

- foreign intellectual property laws.
- 10.2.** By placing an order, the Customer does not acquire any intellectual property rights on the Products. The Customer only has the right to use the Products for personal use only.
- 10.3.** The Customer is therefore forbidden to represent, reproduce and/or exploit, in whole or in part, the Website, its contents, the "SILENTSYS" brand and the Products, subject to obtaining the prior written consent of the Seller, which may be conditional on a financial consideration.

ARTICLE 11. PROTECTION OF PERSONAL DATA

- 11.1.** The performance by the Seller of its obligations under the Contract involves the processing of personal data, as defined by the regulations in effect, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (known as the "General Data Protection Regulation" or "GDPR") and Law No. 78-17 of 6 January 1978, as amended, relating to information technology, files and freedoms, as well as its implementing regulations.
- 11.2.** In the course of performing the Contract, the Seller shall collect from the Customer personal data concerning him.
- 11.3.** In accordance with applicable regulations, the above-mentioned data shall be processed by the Seller as necessary (i) for the performance of the Contract and, where applicable, for the performance of pre-contractual measures taken at the request of the other Party, (ii) to comply with the legal and regulatory obligations incumbent upon the Seller, (iii) and for the purposes of the latter's legitimate interests.
- 11.4.** This data is not transferred outside the European Union.
- 11.5.** Any individual linked to the Customer whose personal data is collected and processed by the Seller shall have the right to access, rectify, delete, portability, limit and oppose the processing of such data.

ARTICLE 12. CONFIDENTIALITY

- 12.1.** Each Party undertakes not to disclose to any person whatsoever, with the exception, where applicable, of its representatives and employees who need to know such information for the purposes of the Contract (hereinafter the "**Authorized Recipients**"), any information that will be communicated to it by the other Party in the context of the performance of the Contract, regardless of the nature of such information and regardless of the method of transmission (hereinafter the "**Information**"), except with the prior written consent of the other Party.
- 12.2.** Each Party agrees not to use any of the Information for any purpose other than to perform its obligations hereunder. Each Party shall inform Authorized Recipients of the confidentiality of such Information and shall ensure that they comply with the obligations of this paragraph. Notwithstanding the foregoing, each Party shall be

entitled to disclose Information if such disclosure is required by legal or regulatory obligations, such as to governmental or judicial authorities. In such event, the Party required to do so shall inform the other of the disclosure and the circumstances under which it occurred, inform the persons to whom the Information is disclosed of its confidential nature and limit such disclosure to that which is strictly necessary to comply with the applicable legal or regulatory requirement.

- 12.3.** The requirements of the preceding paragraph shall not apply to the following Information:
- (a) informations that, at the time of disclosure, are or becomes in the public domain;
 - (b) informations already known prior to any disclosure by the Parties and which were not subject to the obligation of secrecy based on another confidentiality undertaking; and
 - (c) informations that comes into the possession of either Party as a result of an independent third party not bound by an obligation of confidentiality.

ARTICLE 13. INSURANCE

- 13.1.** The Seller is insured in guarantee and professional civil liability with the insurance company ALLIANZ, dont l'agence est située au 2 bis rue du pré, 72000 Le Mans, France.
- 13.2.** Invoices issued by the Seller shall indicate the professional insurance taken out by the Seller, the insurer's contact details and the geographical coverage of the insurance policy.
- 13.3.** Certificates of insurance shall be provided upon request by the Customer.

ARTICLE 14. EFFECTS OF THIS GENERAL TERMS AND CONDITIONS OF SALE

14.1. Non-performance of the Parties' obligations

It is reminded that in the event of a breach by either Party of its obligations, the Party that is the victim of the default shall have at its disposal, all conditions being fulfilled, the remedies referred to in Article 1217 of the French Civil Code.

14.2. Foreseeability

- 14.2.1.** The General Terms and Conditions of Sale expressly exclude the legal regime of unforeseeability (*imprévision*) provided for in Article 1195 of the French Civil Code for all sales concluded between the Seller and the Customer.
- 14.2.2.** Each Party hereby waives its right to avail itself of the provisions of the aforementioned Article 1195 of the French Civil Code and of the legal regime of unforeseeability provided for therein, and undertakes to assume its obligations even if the contractual balance is upset by circumstances that were unforeseeable at the

time of the conclusion of the Contract, even if their performance would prove excessively onerous, and to bear all the economic and financial consequences thereof.

14.3. Partial invalidity

If one or more stipulations of the General Terms and Conditions of Sale are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations shall retain all their force and scope.

14.4. Non-waiver

The fact that one of the Parties does not avail itself of a breach of any of the obligations referred to in the General Terms and Conditions of Sale shall not be interpreted for the future as a waiver of the obligation in question.

ARTICLE 15. APPLICABLE LAW - LANGUAGE

15.1. The General Terms and Conditions of Sale and the operations arising therefrom between the Seller and the Customer are governed by and subject to French law.

15.2. The General Terms and Conditions of Sale have been drawn up in French, which is the official language. In case of conflict with the English translation, the French text shall prevail.

ARTICLE 16. DISPUTES - COMPETENT JURISDICTION

All disputes to which the operations concluded in application of the General terms and conditions of sale could give rise, concerning both their validity, their interpretation, their execution, their resolution, their consequences and their consequences, and which could not be resolved amicably between the Seller and the Customer, in the capacity of trader within the meaning of the French Commercial Code and French jurisprudence, will be submitted to the competent jurisdictions in the jurisdiction of the Commercial Court of Le Mans.

ARTICLE 17. PRE-CONTRACTUAL INFORMATION

17.1. The Customer acknowledges having been informed, prior to placing the order, of the General Terms and Conditions of Sale.

17.2. The Customer acknowledges having been duly informed, prior to placing the order, of all the specifications, characteristics and purposes of the Product(s), which have been specified for each of the customizations of said Product(s) in accordance with the Customer's requests, as well as for the Services to be performed.

ARTICLE 18. ACCEPTANCE OF THE CUSTOMER

The mere fact that the Customer signs the Contractual Documents implies full

acceptance of the General Terms and Conditions of Sale and the obligation to pay for the Products ordered, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against the Seller, such as its own general terms and conditions of purchase.