

TERMS AND CONDITIONS OF SALE

Applicable from January 2024

Between the purchaser, hereafter known as the "Customer", and the subsidiary companies (as per the terms of article L. 233-3 of the French Commercial Code) of the AeroNet Holding group, a limited liability company (SARL) with a share capital of €2,166,100, whose registered head office is located at Parc d'activités de Goperen, 22110 Glomel, France and which is registered on the Saint-Brieuc Trade and Companies Register under number 538 769 704, hereafter known as the "Company", it has been agreed as follows:

1 - APPLICATION OF THE TERMS AND CONDITIONS OF SALE:

These terms and conditions of sale shall apply to goods and/or services sold by our Company to a professional customer base, i.e. public sector or private natural persons or legal entities that use or resell Goods as part of their business activities. These terms and conditions of sale take precedence over all other terms and conditions, including the purchasing terms of our contracting parties, who acknowledge having accepted unreservedly these terms and conditions.

2 - EXEMPTIONS AND SPECIAL CONDITIONS:

No clause in contradiction of these terms and conditions of sale may be imposed upon our Company without its prior written consent. Our Company reserves the right to refuse orders or require that they are subject to exemptions to the general terms and conditions of sale, based on its assessment of the risks. Specifically, this may be the case of orders entailing a financial risk that our Company considers to be excessive, orders from a Customer that has failed to fulfil all its obligations on previous orders, has demonstrated bias in relation to our Company or has conducted itself in a manner contrary to ethical commercial practices.

3 - ACCEPTANCE OF ORDERS:

Order acceptance requires written confirmation from our Company. The Company reserves the right, if necessary, to dispense with certain terms and conditions of the initial order. Any order confirmation must be checked by the Customer. If no valid objections are raised by the Customer within 72 hours, the terms and conditions indicated in the order confirmation are considered to be accepted. The Customer cannot cancel an order including custom-built Goods or an order that has already been shipped. Any request by the Customer to amend or cancel the initial order shall only be binding once expressly accepted by the Company.

4 - PRICES:

Our prices, unless otherwise indicated, are exclusive of any applicable taxes. Goods are delivered as per FCA Factory, Incoterm 2020. Our Company may be held liable only for prices quoted on the order confirmation. Our Company shall observe a notice period of two (2) months for any price amendment, unless it results from a material error or a fluctuation in economic conditions.

5 - PRODUCT INTEGRITY, INFORMATION AND USER SERVICES:

Our Company may amend its product offer and the characteristics of the Goods at any time, without prior notice and without being liable to pay damages of any kind. The Customer may not amend/alter the characteristics of the Goods. These characteristics include markings, lines, outlines, colours, shapes, texture and materials, as well as the packaging of the Goods, understood in its broadest sense, and all corresponding documents (instructions, technical documents and certifications). These elements are indissociable from the Goods sold. The main purpose of this obligation is to ensure the safety of end users of the Goods. Our Company accepts no responsibility for any failure to observe this obligation and shall take any action necessary against the Customer or any person that might compromise the integrity of its Goods.

The Customer is liable for drawing the attention of end users to the importance of both maintenance and periodic inspection of the Goods, as well as their characteristics and conditions of use.

The Customer must be capable of offering technical advice to its customers, of informing them about how to use the Goods appropriately and of providing after-sales services. The Customer is exclusively liable for ensuring the Goods are compatible with the requirements of its own customers. The Customer is prohibited from invoicing its customers for a service that our Company provides free of charge (e.g. replacement of a product under warranty).

6 - PAYMENT CONDITIONS AND NON-PAYMENT:

6.1. Unless otherwise stipulated in the special terms and conditions or specifically mentioned on the invoice, payment is due to our Company within 30 days of the invoice being issued; this period may not exceed 60 days.

For any Customer that does not have an account open with our Company, payment must be made in full at order. All the information required by our Company must be provided with any request to open an account, including banking and commercial details. Our Company reserves the right to refuse a request to open a customer account if the Customer is unable to provide all the necessary financial guarantees.

All settlements of invoices must be made in euros. Any banking or exchange rate fees charged by the Customer's bank must be covered exclusively by the Customer.

6.2. Any delay in payment shall incur, without further notice and starting from the first day after the due date indicated on the invoice:

- Late payment penalties, as per article L.441-10, II of the French Commercial Code, calculated on all of the outstanding amounts, by application of an interest rate equal to three (3) times the rate of the statutory interest rate in France on the day on which the payment was due, and

- A fixed fee for recovery costs of 40 euros and, where the recovery costs incurred are greater than this fixed fee, an additional levy, and

- Payment before delivery of any order, even if it has already been accepted and involving another payment schedule.

- Furthermore, no new orders may be placed whilst the Customer is not up to date with the payments on all of its existing orders.

6.3. A delay in payment of more than 30 days shall result in the following outcome, subsequent to the Company simply informing the Customer: where payment terms have been granted, any outstanding debts become immediately due and any discounts or rebates granted to the Customer are cancelled.

7 - RETENTION OF OWNERSHIP:

Goods remain the property of our Company until payment of the price including taxes is made in full by the Customer. The Customer is however permitted to resell Goods before payment in full is made, in line with the requirements of its business activities. Until payment has been made in full, the Customer undertakes to not provide the Goods as collateral to its creditors. Should the Goods be the subject of an inventory or be seized by third parties, the Customer shall inform the third party and the bailiff that ownership is retained by our Company, ensure that this is mentioned on the inventory or seizure report and immediately inform our Company.

If the Customer fails to comply with the scheduled payment terms and conditions, or if it is subject to insolvency proceedings before the price has been paid in full, our Company reserves the right to demand the return of the Goods and to claim compensation on the price of the Goods, at the Customer's expense. The Customer undertakes to allow our Company, or any person it mandates to act on its behalf, access to its premises and the Goods.

8 - TRANSFER OF RISK:

Notwithstanding the retention of ownership clause above, risks shall pass to the Customer at delivery, as per Incoterm 2020 FCA Factory, unless otherwise stipulated on the order confirmation. Any event resulting in the loss, damage or destruction of Goods prior to the payment in full of the amount owed shall not release the Customer from its obligation to pay. The Customer is required to have taken out insurance covering the risks of loss or damage to the Goods until the full amount has been paid. Our Company may decide to receive the insurance settlement instead of the Customer, who shall accept this and shall remain liable for any difference between the insurance settlement and the harm suffered by our Company.

9 - DELIVERY:

9.1. Delivery lead-times: the delivery lead-times indicated in the order confirmation are provided for information purposes only. Our Company cannot be held liable for any late delivery of goods. Where payment is made at order, the delivery lead-time starts from the point at which payment of the order is received. For exports, the various authorisations and permits (import licence, cross-border payment authorisation for other currencies) must be obtained by the Customer before any order and communicated to our Company. Any amendments to the order necessarily changes the initially-stated delivery lead-time.

9.2. Collection or acceptance delay: when the Customer does not collect or accept Goods by the deadline indicated in the order confirmation - unless this is attributable to our Company or has been agreed beforehand - our Company may choose, without notice, to apply a penalty of 0.5% of the

order amount per day of delay, or store the Goods in a warehouse at the Customer's expense. Where a delay exceeds two (2) weeks, our Company shall be entitled to cancel the order and proceed with sale of the Goods to third parties.

10 - RETURNS:

In cases of damage to or total/partial loss of Goods, the Customer shall state its reservations to the carrier, by means of a registered letter with acknowledgement of receipt or an extra-judicial document, within three (3) days of receiving the Goods and send a copy of these reservations to the Company. Furthermore, any claim regarding an apparent defect or non-compliance on the Goods compared with the order shall be addressed in writing to the attention of our Company with ten (10) days of receiving the Goods. Beyond this period, no claim shall be accepted.

Returns are only authorised in cases where our Company has first accepted them and under the following conditions: the Goods must reach our Company within one month of acceptance of the return, unused and in perfect condition in their original packaging. Where the above conditions are met, they shall be fully reimbursed by our Company.

If they are not met, an appropriate reduction of at least 10% shall be applied to the credit note provided. In case of error by our Company in drawing up the order (Goods not ordered, damage before delivery to the Customer as per the Incoterm used), the Company shall arrange and cover the costs of return transport of the Goods.

11 - RESALE CONDITIONS:

The country of establishment is the country declared as the invoicing location to our Company, or in the case of an exclusivity agreement, the countries to which this exclusivity is granted.

Our Company reserves the right to suspend immediately all sales and shipments of Goods that do not comply with the stipulations above until such time as the breach has ended and full compensation of the damages incurred has been made, without prejudice regarding other actions, provided for in these terms and conditions or in common law.

If a Customer considers that these provisions are in contradiction with the provisions for international public order in its country, it must notify our Company in writing, providing relevant arguments, so that the parties may come to an agreement on the procedure to be adopted.

12 - INTELLECTUAL PROPERTY:

The Customer undertakes to respect the brands, patents, copyright, drawings and models, and generally speaking, all the intellectual property rights held by our Company.

13 - WARRANTY AND SPARE PARTS:

The contractual warranty is for a period of one (1) year, starting on the date of purchase of the Goods, unless otherwise indicated. It includes parts only, and covers material and manufacturing defects. The warranty does not cover normal wear and tear, or any inappropriate use or maintenance of the Goods and any negligence. Further details are available in our documentation. Spare parts provided by our Company and essential for using the Goods shall be available for a period of ten (10) years.

14 - LIMITATION OF LIABILITY:

Notwithstanding any public statute or rule of law, the contractual liability of our Company is limited to compensation of direct and material harm only and in no circumstances shall exceed the amount paid by the Customer to purchase the Goods covered by the claim.

15 - FORCE MAJEURE:

Our Company and the Customer shall not be liable for any failure to perform their obligations due to a case of force majeure. The following are considered cases of force majeure: strikes, lock-outs and other industrial action, epidemics, embargoes, civil disturbance, acts of vandalism, blockages of means of transport, restrictions, prohibitions or measures of any kind on the part of authorities in the country of establishment of one party or the delivery country, difficulties in obtaining raw materials, incidents affecting production or logistics facilities of one party.

Also considered as a case of force majeure is any event that is beyond the control of the parties, unforeseeable and insurmountable, which could not reasonably have been anticipated prior to the parties' undertaking and which prevents the proper performance by at least one of the parties of its undertaking, and of which the effects cannot be avoided by taking appropriate measures or without incurring excessive costs.

16 - PERSONAL DATA PROTECTION:

Any personal information gathered directly by our Company as part of the business relationship between the parties is subject to computer processing intended to facilitate the management of this relationship. Specifically, this information includes the business contact details of the representatives of our Company and the Customer (name and position, business telephone number and e-mail address). All information is gathered and processed exclusively for the purposes of being used in the business relationship and is intended to be used by the specific representatives of each party. Data will be retained for the duration of the business relationship between the parties and for ten (10) years after it has ended, regardless of the reason. In accordance with the French Data Protection Act no. 78-17 of 6 January 1978 (amended) and EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data, data subjects have a right to object to the processing of personal information for a legitimate reason, a right of access, a right of rectification, a right of erasure ("right to be forgotten"), a right to limitation of processing and a right to data portability. Any natural person (data subject) that wishes to exercise these rights and obtain communication of the information held must contact the address info@aero-net.com. In the event of a breach of any of the above provisions, the parties will have the right to submit a claim to the appropriate local data protection authority (in France, this is the CNIL).

As regards the processing of personal data, the Customer guarantees that it will process data in accordance with the applicable legal provisions.

17 - ATTRIBUTION OF JURISDICTION - APPLICABLE LAW - LANGUAGE OF THE TERMS AND CONDITIONS OF SALE:

By express agreement,

17.1. Any legal action, including urgent or precautionary measures, relating to pre-contractual or contractual relations between the parties, shall be brought before the competent court of Saint-Brieuc (France), or the competent French court that is closest to Saint-Brieuc.

17.2. Sales, as well as any pre-contractual or contractual relations between the parties, are governed by French law, excluding the United Nations Convention on Contracts for the International Sale of Goods. In case of any dispute regarding the application or interpretation of these terms and conditions, the French text shall prevail.