



GENERAL TERMS AND CONDITIONS OF SALE – GRAVOTECH MARKING SAS

1. SCOPE OF APPLICATION

1.1. These terms and conditions of sale ("GT&Cs") form the sole basis of the commercial negotiation and apply (i) to offers issued by Gravotech Marking SAS (hereinafter «GVT»), (ii) to orders received by GVT and (iii) to all Products and/ or Services supplied by GVT. «Product» means any (i) machines, spare parts, (ii) software and/or associated activation keys (material or immaterial lock), (iii) accessories and/or (iv) consumables, sold under a GVT's brand. «Service» means any services supplied by GVT related to the Product. Sales are governed by the contract ("Contract"), which is formed in decreasing order of prevalence by: any special conditions negotiated and signed by the Parties, offers submitted by GVT, the "Gravotech Customer Warranty Policy", the user guide of the concerned Product, any orders accepted by GVT and these GT&Cs. Acceptance of the latter shall not be conditional, i.e. subject to reservations or modifications unless agreed in writing between the Parties. They shall prevail over client's ("CLIENT") general terms and conditions of purchase.

1.2. Unless otherwise agreed, offers issued by GVT remain valid for a period of one (1) month from their issuance. Unless expressly agreed, GVT shall, under any circumstances, not be bound by any declarations nor proposals made by its agents or resellers.

1.3. Gravotech is a company of the Gravotech group ("GVT Group"). Accordingly, Gravotech may perform any of its obligations or exercise any of its rights under the Contract by itself or through any other company of the Gravotech Group.

2. ORDERS

2.1. CLIENT, who is a professional, acknowledges having received all necessary information before contracting with GVT and having had the freedom to ask all necessary questions. The CLIENT acknowledges that it is responsible for expressing its own needs, selecting the Product and for ensuring that the Product is suitable for its needs.

2.2. CLIENT's signatory of the Contract shall be empowered to contract with GVT. The Contract is concluded upon GVT's written confirmation of the CLIENT's order (email or order acknowledgement of receipt).

2.3. Minimum order is set at (i) two hundred euros (€200) for sales in France and (ii) five-hundred euros (€500) for international sales. This shall not apply to Type 3 Products for which the minimum order value is one hundred and fifty euros (€150). This cost excludes tax, shipping and packing costs.

2.4. If necessary, and except for customized solutions, GVT may, at any time, carry out any technical or aesthetic modifications or improvements, or substitute any new Product for one previously ordered and not yet delivered, and CLIENT may not cancel its order, refuse reception of a Product or make any request for modification so long as the new Product's characteristics are at least equal to those of the initially ordered Product.

2.5. Any modification to the order shall be requested before its delivery, in writing to GVT, which reserves the right to refuse them. The acceptance of such modification may lead to a delay in delivery and a price increase, which may never be used as grounds for cancelling the initial order, reducing the price or requesting compensation.

2.6. Unless expressly agreed by GVT, no order cancellation nor reduction/extension of delivery time is authorised. However, in cases where order cancellation is accepted, any part of the order already fulfilled on the reception date of the written notification shall be invoiced to CLIENT. Price shall be based on progress, supplies and orders made, studies and administration costs. Late fees, reprocessing fees, taxes and any other fees of any kind related to the cancelled order shall be borne by CLIENT. In addition, and in any event, fixed compensation amounting to ten percent (10%) of the cost of the cancelled order shall be paid by CLIENT to GVT, irrespective of the grounds for cancellation.

2.7. In respect of software, it is the CLIENT's responsibility to check compatibility with its hardware and its environment in compliance with the technical prerequisites notified by GVT. No cancellation of an order shall be accepted due to incompatibility.

2.8. GVT shall not be obliged to modify its Products (for example to create new functions). Such specific development requests for machines or software to meet CLIENT's needs shall be quoted separately.

3. TRIALS

Trials carried out by GVT shall be undertaken at CLIENT's sole risks who is to ensure provision and the choice of material or object to be tested (the "Sample") and to validate the technical solution. Sample(s) shall be returned to CLIENT after the trials have been conducted. Under no circumstances shall GVT be liable for any damages arising from a trial and caused to Sample(s), irrespective of the value of said Sample(s).

4. PROVISION OF SERVICES

4.1. Shall GVT's personnel must have access to the CLIENT's premises, it shall comply with the health, safety and environmental internal rules of procedure provided beforehand by CLIENT. CLIENT shall be insured against all risks and damages that may arise to the installation, CLIENT's or third party's personnel, and GVT's personnel if the latter are involved.

4.2. Installation:

4.2.1. CLIENT shall carry out the installation of the Product with qualified and certified personnel. CLIENT undertakes to adhere strictly to the written instructions provided by GVT notably for installing, maintaining, and operating the Product. GVT shall not be held liable in the event of faulty installation or damages resulting from installation if this has been undertaken by CLIENT or any third party designated by CLIENT.

4.2.2. At CLIENT's request and upon acceptance of GVT's quote, GVT may assemble, install and/or start-up the Product. Any fees for travel, accommodation and meals shall be borne by CLIENT on presentation of supporting documentation. In the event of faulty installation performed by GVT, its liability shall be limited to remedy said defect.

4.2.3. CLIENT shall ensure that its premises remain at all times suitable for the installation of the Product and meet all requirements issued by GVT. Specifically, they should be equipped with all necessary safety or installation pre-requisites. GVT shall not be responsible for any structural or other alterations to CLIENT's premises required to perform the installation.

4.3. If CLIENT needs to be present on GVT's site, CLIENT (or its agents) shall remain liable of its own staff who shall comply with health and safety rules of procedure in force on GVT's site.

4.4. Care and maintenance: CLIENT shall at all times maintain the Product in the manner described in the user guide. Said maintenance shall be undertaken

by qualified and certified personnel. CLIENT may enter into a complementary maintenance contract with GVT.

4.5. Software training: except for individual training, group trainings will take place with a minimum of three (3) clients (companies or individuals). The training dates shall be set by GVT. Except in case of force majeure event, training sessions may not be cancelled by CLIENT less than ten (10) business days prior to the scheduled date. If one or more client(s) has cancelled its participation to the training session within this period and no replacement can be found, GVT reserves the right to postpone or even cancel the session. Any training session cancelled within less than (10) ten days shall be integrally invoiced to the CLIENT who cancelled, including expenses already incurred by GVT.

5. DELIVERIES – TRANSFER OF RISKS

5.1. Unless otherwise agreed by the Parties in writing, deliveries are executed at CLIENT cost and risk in accordance with the Incoterms FCA GVT's premises La Chapelle Saint-Luc, France (ICC 2020) / GVT's factory (for France). CLIENT undertakes to provide GVT with all required documentation concerning tax or import-export formalities.

5.2. Notwithstanding any applicable reservation of ownership clauses, the risks to the Product shall pass to CLIENT at the time when the Product is handed over to the main carrier appointed by CLIENT.

5.3. The packaging shall be designed or prepared by GVT at its discretion and according to what it deems appropriate. The costs of special packaging for maritime and air shipping and storage shall be at an additional charge. Packaging is never taken back by GVT.

5.4. Transportation, insurance, import customs duties, handling, and delivery are undertaken at CLIENT's costs, expenses and risks. Upon transfer of risks, it is CLIENT's responsibility to take out adequate insurance with a reputable insurance company to cover the risks related to these operations (caused to the Product or to third parties by the Product) and inspect the packages upon receipt.

5.5. Conditions specific to software: intangible deliveries shall be made by direct supply to CLIENT and by any telecommunication medium whatsoever at GVT's choice, including by downloading the software and/or software activation licenses, dongle or immaterial lock.

6. TERMS

6.1. Delivery deadlines shall be indicated for reference purpose only. GVT shall make every effort to ensure delivery on the date indicated. Any delay in delivery for a reason outside of GVT's control, specifically in the case of a fortuitous event, cases of force majeure, raw material shortage or delay by the carrier or any third party (in particular supplier's delay), shall not give rise to any compensation or penalty, unless otherwise agreed in writing by GVT. Where applicable, the penalties shall in any case (i) not exceed five percent (5%) of the total FCA value of the delayed Product and (ii) be a full discharge of GVT's indemnification obligations. Such penalties may only apply after formal notice to GVT of CLIENT's intention to implement them. In all cases, GVT shall not be held liable for any direct or indirect damages resulting from such late delivery. Delays may in no case justify partial or total cancellation of an order, unless otherwise agreed in writing by GVT.

6.2. Any undertaking related to the delivery terms which may be defined under special conditions agreed between the Parties shall not apply if: a) CLIENT does not abide by payment conditions, b) or information to be provided by CLIENT was not sent in due time, or c) in the event of force majeure, fortuitous occurrence, or third party's action.

7. CLAIMS UPON RECEIPT – ACCEPTANCE OF THE PRODUCTS

7.1. Transport claim: in the case of missing items, loss or damage to the Product resulting from transportation, CLIENT must immediately issue its reservations at the time of receipt and lodge its claim against the carrier within the legal forms and time limits, in accordance with applicable Laws. However, if the Parties have agreed on delivery conditions under which GVT would be in charge of organizing shipment, CLIENT must immediately notify its reservations at the time of delivery to the carrier and inform GVT accordingly within forty-eight (48) hours in order to preserve GVT's rights towards carrier. Failure to notify reservations to the carrier or to inform GVT preventing it to exercise its rights, CLIENT claim will be rejected by GVT.

7.2. Acceptance: any claim regarding non-compliance or obvious defect (not related to shipping) must be made within eight (8) days following the receipt of the Product or performance of the Service, by email, mail or phone (and confirmed by email).

7.3. The absence of formal claim within the aforementioned conditions shall constitute acceptance of the Product/Service and implies recognition by the CLIENT of the conformity of the Product or Service to its order, its need and to the agreed purpose.

8. PRICE - PAYMENT TERMS

8.1. Stated prices are given by GVT tax excluded. The applicable price is the one indicated by GVT in its offer or, in the absence of offer, the one of the price list in force on the date the order is placed. At any time GVT reserves the right to unilaterally modify its prices, particularly in the event of a significant raw material cost increase.

8.2. Payment for Product and/or Service may in no way be deferred, cancelled or compensated, in full or in part due to penalties or any amount that may be owed by GVT to CLIENT for whatsoever reason.

8.3. Unless otherwise stated in GVT's offer, payment terms are the following: (i) for France: cash payment when ordering for any order below EUR 2000 (tax included), with a first instalment of fifty-five percent (55%) upon the order when indicated in the offer, payment net without discount within thirty (30) days from invoice date, (ii) for export sales: one hundred percent (100%) on placement of the order. In case of rejection of payment or withdrawal, any induced bank charges will be invoiced in full to CLIENT. If payment date is not respected, any amount owed shall incur interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points but shall not be less than three (3) times the French legal interest rate. Penalties for late payment are owed without need of a reminder. Any late payment shall, without prejudice to any late-payment penalties, give rise to a flat payment for recovery fees of forty (40) euros, which amount has been set by Decree and may be subject to change. Failure to pay any invoice by the due date which is not remedied after a reminder or formal notice given by GVT shall authorise the latter to request (i) immediate payment of any other receivable amount owed by CLIENT, even if it is not yet due or (ii) the return of the Product or (iii) the cancellation of the sale and/or to suspend any pending or future order or delivery (iv) blocking of the client account until payment has been regularized by CLIENT or until CLIENT has settled its liabilities. GVT shall then retain the amounts already paid as an indemnity. GVT may subject the opening of

a customer account to the submission of accounting, financial or legal documents and, as the case may be, the set-up of prior financial guarantees. GVT reserves the right to subject the performance of the Contract, at any time and even after partial delivery, to the immediate payment of the price, or provision of sureties, irrespective of the initially agreed payment terms.

8.4. Moreover, in cases where payment is not made (totally or partially) by CLIENT, the amount recovered through litigation may give rise to an additional indemnity by way of penalty clause amounting to twenty percent (20%) of the amount due, in addition to the reimbursement by CLIENT to GVT of any and all costs incurred in connection with the recovery, including litigation fees and expenses.

9. RETENTION OF TITLE

9.1. Notwithstanding applicable Incoterms, GVT retains ownership of the Product until full payment of the whole price and its incidentals by CLIENT. Retention of title may be exercised up to the remaining amount on Products of the same nature and the same quality as those held by CLIENT or on its behalf. It may also apply in cases where the Product has been incorporated into another good, provided that such good can be separated without damage. Should full payment not have occurred on the due date, GVT may then decide to request the return of the Product or cancellation of the sale in accordance with the provisions of Article 8.3.

9.2. Until complete payment by CLIENT, the latter shall take all measures to ensure identification of the Product that is GVT's non-seizable property and inform GVT of the exact location where the Product is stored and keep it properly stored, protected, and insured. CLIENT shall not pledge the Product nor give it by way of surety before complete payment has been made.

9.3. In case of any collective proceeding, seizure or any other similar situation affecting CLIENT and that may affect a Product subject to a retention of title, CLIENT undertakes to immediately inform GVT. In cases of a Product being resold before complete payment has been made by CLIENT, the amount corresponding to the price of resale is to be automatically transferred to GVT. GVT is entitled to directly demand payment of all or part of the price from the sub-purchaser if the price has not been paid, nor settled in value, nor offset between CLIENT and the sub-purchaser. Shall the Product be damaged, destroyed or stolen, the outstanding amount shall be differed to the insurance indemnity subrogated to the Product and to be collected by CLIENT who expressly and unconditionally accepts to subrogate GVT in its rights in respect of its insurer.

10. CONDITIONS SPECIFIC TO THE SOFTWARE

10.1. The license relating to GVT's software enables CLIENT to activate and use said software. The license is protected by an activation key (material or immaterial) which is essential for using the license. The licensing terms and conditions of GVT's software are described in GVT's "End User License Agreement" (EULA), and CLIENT undertakes to acknowledge and accept these terms without reservation.

10.2. GVT does not guarantee that the features contained in its software meet the needs of CLIENT unless they have been beforehand expressed and agreed between the Parties.

11. PRODUCT WARRANTY

11.1. CLIENT shall benefit from warranty terms and conditions defined in the document «Gravotech Customer Warranty Policy» in force at the time the Contract is concluded and which has been provided by GVT. Warranty conditions shall apply provided that CLIENT complies with its contractual obligations and except for transport claim as stated in Article 7.1.

11.2. A Product under warranty may be repaired, replaced or reimbursed at the sole discretion of GVT. The costs and risks for shipping a Product under warranty to GVT's premises indicated in writing shall be borne by CLIENT. GVT shall bear the costs and risks for sending back said Product to CLIENT's concerned site. Defective items returned or exchanged under the warranty shall remain the property of GVT, which shall retain them.

11.3. Product that has been specifically developed or customised or manufactured outside of catalogue standards or modified at CLIENT's request may not be returned or exchanged and may only be repaired.

12. OUT-OF-WARRANTY REPAIRS

Out of the scope or term of the warranty, repair shall only be undertaken following written acceptance of a quote by CLIENT. Without such an agreement of said quote within one (1) month from its issuance date, all costs incurred for the quote and related to dismantling and re-assembling the Products or technical expertise shall be borne by CLIENT. If CLIENT requests that repairs be carried out before issuance of a quote, the disassembly, repair, reassembly and testing works shall be conducted upon receipt of its written order. In such a case, CLIENT undertakes to accept the invoiced amount, which is to be determined according to GVT's tariffs in force at the time of repair.

13. LIABILITY

13.1. Insofar as CLIENT may demonstrate having suffered damages caused by GVT's fault arising out of the performance of the Contract, GVT's liability shall be limited to compensation of direct material damages up to a maximum of the amount of the order or the part of the order which caused the damages or which was affected by said damages.

13.2. In no event, GVT shall be held liable for indirect, incidental, consequential and/or "immaterial" (whether direct or not) damages, of any kind whatsoever, such as economic loss, loss of profit, loss of opportunity or operating loss, including if due to a late delivery.

14. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT DISPOSAL

Pursuant to the provisions of the Environmental Code regarding professional Waste Electrical and Electronic Equipment (WEEE) disposal, GVT adheres to an Eco-organisation approved by the Public Authorities. It thus provides clients in France only, with the guarantee of being able to benefit from the collection and recycling system proposed by Ecosystem for WEEE arising from professional equipment that GVT has launched on the market. For a threshold of less than 500 kg (and 2.5 m3), WEEE may be deposited at no additional fee at Ecosystem collection points after making an appointment. For a threshold exceeding 500 kg (and 2.5 m3) a free on-site pick up may be organised by making an appointment. Please visit <https://www.ecosystem.ecol>.

15. CONFIDENTIALITY

Information disclosed by either of the Parties before or during the performance of the Contract and which may be of a confidential nature, shall not be disclosed or used by the receiving Party until the termination of the Contract and for five (5) years afterwards.

16. INTELLECTUAL PROPERTY ("IP")

16.1. GVT and any other company in the GVT Group, as the case may be, shall remain the sole owner of its know-how, commercial or business name and all of its IP rights including, but not limited to patents, trademarks, designs and models, copyright, and domain names. The sale of a Product and/or Service does not constitute an assignment or license of any rights or IP whatsoever to CLIENT, unless expressly otherwise agreed. CLIENT undertakes not to file any trademarks, patents, designs, models, or domain names or claim any copyright that may cause a likelihood of confusion with those used, filed or registered by GVT and any other company in the GVT Group. CLIENT shall act diligently so that GVT may retain its IP rights, specifically its trademarks, in their entirety, and shall avoid any and all denigration, alteration, substitution, unauthorised commercial use or use in combination with an unauthorized company name. Except for a backup copy of the software made by and solely for CLIENT having legally acquired a user license, the software, documents or activation keys supplied may neither be copied, duplicated or assigned against payment or free of charge, nor totally or partially transferred to third parties, related thereto, without GVT's written authorization. Except for cases strictly laid down by Law or agreed between the Parties, all decompilation, disassembly, derived development, reproduction in whole or in part, or distribution of the software, is strictly forbidden. CLIENT shall not make the software available to anyone other than its employees for the performance of the Contract or use of the Product according to the licenses granted.

16.2. Studies, plans, specifications and technical documents for installation, maintenance or manufacture in whole or in part of the Products supplied to CLIENT before or during the execution of the Contract, shall remain the exclusive property of GVT. Unless otherwise agreed in writing between the Parties, the results of any customization made at CLIENT's request shall remain GVT's own IP. In addition, any specific development carried out by GVT for the CLIENT during or in the view of the performance of the Contract, patentable or not, including without being limited to the Product, software, data, solutions, materials shall be and remain GVT's sole property (including related IP rights). To the exception of the CLIENT's own IP rights, GVT reserves the right to use said customization, specific development, results or product at its own convenience and for whatever purpose it deems appropriate including for applying any IP rights.

16.3. Any data or IP rights provided or disclosed by CLIENT in the view of the manufacture or customization of the Product by GVT shall be licensed on a non-exclusive, worldwide, royalty-free basis to GVT in order for GVT to be able to use, reproduce, modify or copy them for the sole purpose of manufacturing and supplying the Product and/or providing the Service to the CLIENT for the duration of the Contract in accordance with the order.

16.4. The CLIENT shall defend, indemnify and hold GVT harmless against any claim brought against GVT for infringement of a third party's rights (including any IP rights) arising out of, or in connection with any IP rights or specifications provided to GVT by the CLIENT.

17. REFERENCING

Unless expressly stated otherwise by CLIENT, GVT and the GVT Group reserve the right to use CLIENT's trade name, trademark or logo as a commercial reference on any communication medium, throughout the world, for the duration of the commercial relationship and for at least five (5) years thereafter.

18. TERMINATION CLAUSE

Failure by CLIENT to meet its obligations under the Contract in whole or in part, and specifically the obligations described in the Articles: 2, 4, 5, 7, 8, 9, 10, 15, 16, 20, 21, or any discredit or breach of CLIENT's reputation or image may lead to the termination of the Contract if a formal notice to remedy said breach dispatched to CLIENT by GVT by RLAR, remains without effect after a fifteen (15) day period. Said termination may give rise to a demand for the immediate payment of all amounts due on any grounds whatsoever, the suspension of any pending or future orders and the termination of any other contract entered into force between the Parties. In addition to the provisions laid out in Article 8, CLIENT shall be liable for GVT's expenses in implementing this termination without prejudice of any other damages which may be claimed by GVT.

19. FORCE MAJEURE

In case of force majeure event, as defined by French Law, the Contract shall be suspended for the duration of such event. However, shall such force majeure event exceed three (3) months or in case of permanent impediment, the Contract shall be automatically terminated without compensation owed by either of the Parties.

20. NON-TRANSFERABILITY

The benefit of the Contract is personal to CLIENT and cannot be transferred without the express agreement of GVT.

21. ANTI-CORRUPTION

Each Party shall conduct its activities in strict compliance with the applicable standards and regulations regarding the prevention and fight against corruption and, in particular, the «Sapin II Law of December 9, 2016» as well as the provisions of the «Foreign Corrupt Practices Act» in the United States and the «UK Bribery Act» in the United Kingdom when applicable. Each Party undertakes not to engage itself in practices prohibited by the aforementioned regulations and, in particular, not to promise, offer or grant to a public official or any other person, directly or indirectly, any undue advantage in order that such person performs or refrains from performing any act or use his/her influence.

22. JURISDICTION AND APPLICABLE LAW

Any dispute shall be subject to the exclusive jurisdiction of the competent Court of Lyon, France, even in cases of multiple defendants or introduction of third parties. These GT&Cs shall be governed and interpreted according to French Law.

23. PERSONAL DATA ("PD")

Each Party shall be responsible for personal data collection and use in connection with the execution of the Contract likely to fall under the terms of any applicable regulations relating to data protection and notably the General Data Protection Regulation (EU 2016/679). CLIENT acknowledges and accepts that GVT may collect and use CLIENT's PD for the purpose of managing the contractual relationship (orders, deliveries, invoicing, warranty, Service, marketing campaign etc). Such collected data will be conserved for the time required to manage the commercial relationship and related prescription period. Each individual whose PD has been collected by GVT has the right to access, rectify, modify, oppose and delete his/her PD by contacting GVT at the following address: 466 Rue des Mercières, ZI Périca, 69140 Rillieux-La-Pape and/or by email: dataprotection.fr@gravotech.com.