

## General Terms and Conditions of Sale

### Article 1 - Definitions

In the present General Terms and Conditions of Sale, the following terms shall have the following meaning :

- **ATER METROLOGIE:** Société Anonyme simplifiée, with its registered office at 62118 MONCHY LE PREUX, 98 Allée du Danemark, Zone d'activité artoipôle (France), registered with the Trade and Companies Register of Arras under number 529 302 572 00019, with whom the Contract is concluded, and its related companies ;
- **Customer:** any person who enters into a Contract with ATER METROLOGIE, relating to the delivery of Products or the provision of Services;
- **Products:** all products supplied by ATER METROLOGIE likely to be the subject of a purchase.
- **Services:** all the services provided by ATER METROLOGIE being the subject of the contract, such as the services of thermal measurements, study, research, expertise, climatic tests, control, technical assistance related to packaging and thermal conditioning.
- **Contract or Agreement:** agreement concluded between ATER METROLOGIE and the Customer for the supply of the Service and/or the delivery of Products, including the order form and its annexes, as well as the entirety of the general and specifically agreed conditions of ATER METROLOGIE;
- **General Terms and Conditions of Sale:** the present General Terms and Conditions of ATER METROLOGIE (hereinafter also referred to as "GTC") ;
- **Specifically Agreed Conditions:** the conditions determined by ATER METROLOGIE and the Customer with regard to the sale and/or the delivery of Products and/or the provision of Services;
- **Website :** The website [www.atermetrologie.com](http://www.atermetrologie.com)

### Article 2 - Scope of application of the GTCs

The present GTC are enclosed to all contracts concluded between ATER METROLOGIE and its Customers and they form an integral part of the contractual obligations and commitments of the Parties to form the basis of the commercial negotiation between them. They are also communicated to the Customer at the time of each offer, quotation and order of Products Moreover, they are communicated by ATER METROLOGIE on simple request and they are freely accessible at any time on the abovementioned website. Finally, they are also systematically attached to any order confirmation.

The present GTC are therefore applicable to all orders, quotations, offers, and/or purchase of Products or Services as well as to all verbal or written agreements between the Customer and ATER METROLOGIE, as well as to all subsequent contracts. They exclude the Customer's general and specific terms and conditions and/or any other general terms and conditions.

The present GTC may be departed from only by Specifically Agreed Conditions, subject to prior written approval between the Parties. In the event of a conflict between the GTC and Specifically Agreed Conditions, the Specifically Agreed Conditions shall take precedence.

Any document other than the present GTC, and in particular catalogues, advertisements, notices, information, has only an informative and indicative, non-contractual value.

ATER METROLOGIE reserves the right to modify the present GTC, which will then be applicable as soon as they are published for any new orders.

### Article 3 - Pre-contractual information

The Customer expressly acknowledges having received all relevant information relating to the subject matter or cause of the respective obligations of the Parties to the contract or to the quality of the contracting parties, the importance of which is decisive for its consent. In the same way, the Customer acknowledges having given ATER METROLOGIE all information on its needs and its expectations of the contract.

### Article 4 - Conditions relating to the Customer

By placing an order with ATER METROLOGIE, the Customer certifies :

- having the quality of a professional (commercial company, sole proprietorship, auto-entrepreneur, liberal professional, ...).
- having the legal and financial capacity to make and fulfil or honour an order.
- having ensured that the Products and Services ordered meet its expectations and needs.

### Article 5 - Orders

#### 5.1 Terms and conditions of the order

ATER METROLOGIE will only be bound after written acceptance of the order by its management. Any commitment taken by the personnel will only be valid after written ratification by a management executive of ATER METROLOGIE, or after the beginning of the execution of the order. ATER METROLOGIE may refuse an order in whole or in part and is not responsible for any direct or indirect damage related to this refusal.

The Order Confirmation will specify : the identity and contact details of the Customer, the Customer's reference and, where appropriate, the reference of the framework contract under which the said order is placed, the designation and precise references of the provision of Services requested, the number of unit(s) per

Product or Service, the unit price exclusive of tax, the total price exclusive of tax, the total price inclusive of tax, the rate and amount of VAT applicable, the terms of payment (method and due date), the terms of delivery (place, date and transport costs) and any special conditions wanted by the Customer and accepted by ATER METROLOGIE.

The data mentioned on the order form (in particular the price and the technical specifications) have priority over all other information, whether advertising or not.

The benefit of the order is personal to the Customer and cannot be transferred without ATER METROLOGIE's agreement.

### **5.2 Refusal of order by ATER METROLOGIE**

ATER METROLOGIE reserves the right to refuse any order from a Customer:

- with whom there is a dispute relating to a previous order, in particular when the latter has not respected one of the articles of these GTC,
- if the Customer does not meet the required solvency requirements, ATER METROLOGIE having full discretion to assess this condition without it being able to be criticized for it.

### **5.3 Modification or cancellation of the order**

Any modification or cancellation of an order requested by the Customer can only be taken into consideration if it is received in writing by ATER METROLOGIE before the beginning of the provision of Services.

If ATER METROLOGIE does not accept the modification or cancellation of the order, no deposit paid will be refunded.

### **5.4 Availability of Products and Services**

In the event of an unavailability of a Product or Service ordered, the Customer will be informed as soon as possible by ATER METROLOGIE which will be able to choose either to delay the delivery date of this Product or Service with Customer's agreement, or to cancel the order. Cancellation of the order due to unavailability can under no circumstances allow the Customer to cancel the order in its totality if it relates to other Products or Services. Moreover, in the event of temporary or permanent unavailability of a Product or Service, which may or may not result in the cancellation of the order, the Customer will not be able to claim any compensation or penalty of any kind, except in the event of substantiated serious misconduct on the part of ATER METROLOGIE.

### **Article 6 - Tariff - Prices**

The Prices are taken « net », excluding VAT and other taxes, costs and incidental expenses (packaging, shipping,) which are always borne by the Customer.

Any taxation, fees, public levy or other service to be paid in application of French regulations or those of an importing country or a transit country shall be borne by the Customer.

Prices are set at the rate that is in effect on the day the order is placed. This price list may be revised at any time, after prior information of the Customer. Any tariff modification will be automatically applicable on the date indicated on the new tariff.

Unless otherwise expressly stipulated in the offers, the Prices agreed between ATER METROLOGIE and the Customer are based on the prices of raw materials, social security charges, salaries, transport costs, taxes, etc. in force and effect on the date of the offer made by ATER METROLOGIE. If one or more of these costs undergo an upward fluctuation during the execution of the Agreement, ATER METROLOGIE may pass on these fluctuations in the price paid by the Customer.

### **Article 7 - Deliveries**

Delivery times are specified on the Order Confirmation. Unless otherwise specified, they only start running from the date of receipt of the samples by the Customer and the start of the provision of the service. Any delay, by the Customer, in meeting its contractual obligations shall extend the turnaround time by the same time period.

However, ATER METROLOGIE can only commit itself to satisfy any request for services within the limits of the technical and quality constraints of its services. ATER METROLOGIE contracts, because of this mission, an obligation of means.

Consequently, the turnaround times indicated are given for indicative purposes and are not guaranteed, especially since the Services provided depend on third parties and on conditions beyond the control of ATER METROLOGIE.

ATER METROLOGIE is authorized to make deliveries in whole or in part.

A delay in the delivery of Products and/or Services cannot give rise to compensation, nor to the cancellation or modification of the order.

However, ATER METROLOGIE undertakes to make every effort to respect the agreed delivery date and to inform the Customer of any possible delay.

### **Article 8 - Invoicing**

An invoice is drawn up for each delivery of Products or provision of Services.

ATER METROLOGIE will send all invoices to the invoicing address expressly indicated by the Customer. Any change of invoicing address shall be notified to ATER METROLOGIE by registered letter with acknowledgement of receipt, at least 30 (thirty) days before this change becomes effective.

Invoices are paid by the Customer by transfer to ATER METROLOGIE's account.

## Article 9 - Payment

### **9.1 Terms and Conditions**

The Customer has a period of 30 (thirty) days from the date of issue of the invoice to pay the order.

### **9.2. Delay or Default in payment**

In the event of late payment, ATER METROLOGIE may suspend all current orders, without prejudice to any other course of action.

Failure to pay all or part of the payments due on the due date shall entail :

- the automatic application of late payment penalties, as provided for in Article L.441-6 of the French Commercial Code, the interest rate of which is equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points
- the immediate payment of all outstanding sums ;
- the suspension of all pending services and deliveries, whatever their level of progress, until full payment of the sums due, including late payment interests and possible costs, without prejudice to fair compensation and the right of the service provider, at its choice, to terminate the contract.

Unless there is a specific agreement, the amount of this late payment interest will be automatically charged on all discounts, rebates or reduction due by ATER METROLOGIE. All payments are intended for the settlement of the oldest invoices and will first be entered against interests and costs before the principal is settled.

The Customer shall reimburse all costs incurred in the contentious recovery of the sums due, including the fees of public officers.

Under no circumstances may payments be suspended or set-off whatsoever without the prior written agreement of ATER METROLOGIE. Any partial payment shall be first entered against the non-preferential part of the claim, then on the sums which are the oldest due.

A default of payment of more than 30 (thirty) days will be considered by ATER METROLOGIE as a payment incident allowing it in the future to refuse any new order from the Customer.

### **9.3 Warranty or payment requirements**

Any deterioration in the Customer's credit may justify the requirement of warranties before the execution of the orders received.

This will be the case in particular if a modification, or if a transfer, rental, pledge or contribution of its goodwill has an adverse effect on Customer's credit.

## Article 10 - Retention of title

10.1. ATER METROLOGIE reserves ownership of the Products sold and Services provided until full payment of their price.

**10.2. The transfer of ownership of the Products and Services is suspended until full payment of the price of the Products and Services by the Customer, in principal and accessories, even when payment terms are granted. Any provision to the contrary, notably inserted in the general terms and conditions of purchase, is deemed unwritten, in accordance with article L 624-16 of the French Commercial Code.**

**10.3 By express agreement, ATER METROLOGIE may exercise the rights it holds under the present retention of title provision, for any of its claims, on all of its Products in possession of the Customer, the latter being conventionally presumed to be those unpaid. ATER METROLOGIE reserves the right to take back or claim back its Products and/or Services as compensation for all its unpaid invoices, without prejudice to ATER METROLOGIE's right to also cancel current and ongoing sales.**

**10.4 In the event of resale of the Services provided by ATER METROLOGIE while the Customer has not paid the full price, the Customer undertakes to inform any purchaser of the existence of the present retention of title provision applicable the said services and of the right of ATER METROLOGIE to claim, in its hands, either the services concerned, or the price thereof.**

**10.5 This retention of title provision does not prevent the risks of the Products from being transferred to the Customer upon delivery to the latter.**

10.6 In this event, any sum paid by the Customer shall remain definitively acquired by ATER METROLOGIE as fixed compensation, without prejudice to any other action that ATER METROLOGIE would be entitled to take against the Customer.

## Article 11 - Commitments and obligations of the Customer

11.1 The customer undertakes to provide ATER METROLOGIE with valid information.

11.2 If, in order to carry out its provision of Service, the Customer must provide ATER METROLOGIE with samples, products or materials, the Customer undertakes to provide them at its expense and to recover them at its expense 30 days at the latest after the end of the provision of Service. After this period, these samples, products or materials are considered to be held on deposit without any transfer of risks at the expense of ATER METROLOGIE. This deposit will be invoiced to the Customer in accordance with article 1947 of the French civil code.

11.3 ATER METROLOGIE cannot in any case be held responsible for the deterioration of samples, products or materials solely due to the use or experimentation for which they have been entrusted to it.

11.4 When ATER METROLOGIE's equipment is installed in the premises or on the site of the Customer, the latter is deemed to have custody of it and its responsibility is engaged in the event of theft, destruction or deterioration.

#### Article 12 – Liability of ATER METROLOGIE

12.1 ATER METROLOGIE undertakes to satisfy any request of service within the limits of the technical and quality constraints of its services. ATER METROLOGIE contracts, because of this mission, an obligation of means and not an obligation of result.

12.2 ATER METROLOGIE may authorize, exceptionally and at the express request of the Customer, the performance of a test or study in the presence of people who are external to the Laboratory. These people, designated by the Customer, may under no circumstances intervene in the execution of the tests/studies and are required to comply with security rules and professional secrecy.

12.3. Subject to the application of the relevant binding legal provisions, the parties expressly agree that ATER METROLOGIE's liability may only be engaged in case of substantiated serious misconduct or intentional act and provided that a positive proof of the causal link between the serious misconduct or intentional act and the damage suffered is demonstrated.

If such a liability is asserted, the Parties expressly agree that ATER METROLOGIE can only be held responsible for the damage which is the direct consequence of the gross negligence or of the substantiated intentional act and up to an amount equivalent to the maximum, all items of claims taken together, to the most important of the following amounts: either the price paid by the Customer for the invoice object of the delivery, or € 15, 000.

12.4 No other (indirect) damage (including but not limited to: injury, damage to property, financial loss, loss of profit, loss of expected savings, loss or corruption of data, personnel costs, damage to third parties, loss of income, damage to a vehicle, etc.) of the Customer or a third party, shall be compensated. Without prejudice to the limitation of liability mentioned above, when ATER METROLOGIE supplies Products or Services from third parties, its liability concerning any failure relating to such supply shall be limited to the liability that it may assert against the said third party. In such a situation, ATER METROLOGIE undertakes to defend the best interests of the Customer. The Customer will take all the necessary measures in order to reduce as much as possible the damage suffered.

12.5 Nothing in this Article 12 or in the GTC as a whole shall be construed as excluding or limiting the liability of the Parties in respect of : (i) loss or damage caused deliberately or through

gross negligence by any of the Parties or its managers, employees, agents or subcontractors; or (ii) personal injury or death caused to any person by any of the Parties, or its managers, employees, agents or subcontractors. (iii) payment of amounts due under this Agreement; or (iv) for any other liability that cannot be excluded by law.

#### Article 13 - Subcontracting

Unless expressly agreed otherwise, ATER METROLOGIE is authorised, under its liability, to use the services of third parties to execute the Customer's service. When the particular requirements of the Customer impose the choice of a subcontractor, ATER METROLOGIE's liability cannot however be asserted for any failure directly or indirectly related to the Service of the aforesaid subcontractor.

#### Article 14 - Force majeure

14.1. The liability of each Party will be released in the event that it becomes impossible to perform all or part of its obligations due to the occurrence of elements having the character of force majeure, as usually retained by jurisprudence.

In addition, the following are expressly considered to be cases of force majeure: total or partial strikes, internal or external to the company, lock-outs, severe weather conditions, epidemics, blockage of means of transport or supply, for any reason whatsoever, earthquake, fire, storm, flood, water damage, government or legal restrictions, total or partial blockage of energy sources, particularly oil, or means of telecommunication, the cause of which is beyond the control of the parties.

14.2. The Party invoking force majeure shall notify the other Party by registered letter with acknowledgement of receipt. The performance of the obligations of the Party prevented from carrying out its obligation due to force majeure will then be postponed for a period equal to the duration of the suspension due to this cause. However, beyond a period of thirty (30) days of interruption due to force majeure, each Party may choose to terminate the order/mission by registered letter with acknowledgement of receipt sent to the other Party.

#### Article 15 - Termination / Penalties

##### **15.1 Cases of immediate termination**

Any sale, supply and distribution contract concluded with ATER METROLOGIE may be subject to immediate termination, and without any other formality than sending, to the Customer, a registered letter with acknowledgement of receipt, in the event of cancellation of the order, at the initiative of ATER METROLOGIE and/or with its agreement, for the cases provided for in Articles 5.2. to 5.4. above, in which case any deposit paid by the Customer shall be returned within 30 (thirty) days of the termination of the contract at the latest.

In the same way, the contractual relationship between ATER METROLOGIE and its Customer will cease immediately and

automatically in the event of judicial liquidation or early dissolution of one of the parties.

### **15.2 Penalties for breach of contract**

In the event of non-compliance by one of the Parties with its contractual obligations, listed below, namely :

- \* for the Customer: breach of its obligations under Articles 4, 5.3, 9, 11 and 16 of these GTCs
- \* for ATER METROLOGIE: breach of its obligations under Articles 5.1 and 17 of these GTCs.

And pursuant to Article 1217 of the French Civil Code, the Party towards whom the commitment/undertaking has not been executed, or has been executed imperfectly, shall have the choice, by way of penalty, to :

- refuse to perform or suspend the performance of its own obligation,
- continue the compulsory execution in kind of the obligation,
- request a price reduction,
- terminate the contract and also claim compensation for the consequences of non-performance.

For the application of these provisions, the injured party must first give formal notice to its co-contracting party, by registered letter with acknowledgement of receipt, to take measures to remedy the fact alleged against it, failing which, after a period of 30 (thirty) days, the injured party will apply one of the above-mentioned penalty, expressly referring to the measure it intends to apply.

By express agreement, this article is not applicable in case of non-respect by ATER METROLOGIE of the delivery times of its products mentioned on the Order Confirmation.

In the event that the Customer is at the origin of the contractual breach, the sums paid by the latter in execution of the contract would remain definitively acquired by ATER METROLOGIE as compensation for early termination. In the event that ATER METROLOGIE is at the origin of the contractual breach, the Customer would be refunded all sums paid as deposit, without other compensation whatever it is, except substantiated serious misconduct.

It is reminded that each of the Parties shall be exempt from any liability and shall not incur any risk of termination by reason of its own fault, if it is established that the impossibility of performing its obligations is due to an unforeseeable, external and insurmountable event. In this case and unless otherwise agreed by the parties, this contract will be suspended for the duration of the event.

It is expressly stated that no product may be returned without the prior written agreement of ATER METROLOGIE.

### **Article 16 - Intellectual property rights**

16.1 ATER METROLOGIE, in its capacity as a manufacturer and service provider of an intellectual nature, remains the owner of the rights relating to the results, elements and various deliverables that it produces (inventions, creations, studies, reports, etc.).

16.2 In any event, ATER METROLOGIE remains the owner and retains the ownership of the methods, studies, reports, and all work carried out on behalf of the Customer, as well as the tools and know-how implemented within the framework of the present GTC. It is expressly reminded that ATER METROLOGIE's particular know-how, which is the result of important investments, is protected by the secrecy and confidentiality to which the Customer, its employees and other persons by link of a contract, are bound. The use which is made by these last ones could not be considered as a disclosure likely to put an end to the protection ATER METROLOGIE benefits from.

16.3 Consequently, the Customer shall refrain from using the work carried out without the prior written authorisation of ATER METROLOGIE, from publishing it, from communicating it to a third party and in general from exploiting all or part of the work carried out in any form whatsoever.

16.4 Each party retains ownership of all concepts, ideas, know-how, development tools or techniques, as well as any other document or information that it will be required to use for the purposes of the contract and on which it holds, prior to the entry into force of the present GTC, intellectual property rights.

16.5 The data cannot be used by ATER METROLOGIE for any purpose other than to provide you with the services provided for in this contract. They cannot be disclosed, transferred, rented.

### **Article 17 - Protection of personal data (GDPR)**

The information collected about the Customer is subject of a data-processing treatment carried out by ATER METROLOGIE, in its name and on its behalf, the said information being essential to process the orders. These information and personal data are also stored for security purposes, in order to respect the legal and regulatory obligations. They will be stored as long as necessary for the execution of the services ordered and any warranties that may apply after delivery.

Access to personal data will be strictly limited to the employees of the data controller who are authorised to process them by virtue of their position. The information collected may eventually be communicated to third parties linked to the company by contract for the execution of outsourced tasks, without Customer's authorisation being required.

In accordance with Law n° 78-17 of January 6, 1978 relating to data processing, data files and liberties, as amended by Law n° 2004-801 of August 6, 2004, and by the European Regulation n°2016/.679, the Customer has a right to access, rectify, delete and a right to portability, of the data concerning himself/herself, as well as a right to oppose the processing for legitimate reasons; rights the Customer may exercise by contacting the data controller at the postal or email address mentioned above, enclosing valid proof of his/her identity.

In the event of a complaint, the Customer may contact the data controller at the following email address [contact@atermetrologie.com](mailto:contact@atermetrologie.com) and the Commission Nationale de l'Informatique et des Libertés (CNIL).

#### **Article 18 - Referencing**

18.1 By accepting these GTC, the Customer expressly authorises ATER METROLOGIE to quote the Customer's name and logo as a reference in all advertising, commercial and institutional documents.

18.2 For professional reasons, ATER METROLOGIE may make it known that it is advising the Customer without, however, mentioning the nature of the Services rendered within the framework of this mission (except if the information has fallen into the public domain).

#### **Article 19 - Confidentiality**

Any confidential information disclosed by ATER METROLOGIE to the Customer, or one of its affiliated companies, may not be used or disclosed to a third party. The obligations contained in this article will remain in force during and after the end of the Agreement, without limitation of duration.

#### **Article 20 - General provisions**

##### ***20.1 Independence of clauses***

If any of the clauses of these GTC should be declared null and void or inapplicable for any reason whatsoever, the other clauses shall nevertheless remain in force and the parties shall come together to decide, in good faith, on the necessary amendments, so that each of them is in an economic situation comparable to that which would have resulted from the application of the null and void clause.

##### ***20.2 Assignment***

ATER METROLOGIE reserves the right, subject to prior information of the Co-contractor, to transfer its rights to one of the existing or future companies of the ATER METROLOGIE Group

##### ***20.3 Waiver***

The fact that ATER METROLOGIE does not, at any given time, avail itself of any of the clauses herein does not constitute waiver of availing itself of these same clauses at a later date.

#### **Article 21 - Jurisdiction and applicable law**

##### ***21.1 Applicable law***

**The present GTC are subject to French substantive law, to the exclusion of the Vienna Convention or the provisions of**

**private international law which would make a reference to another system of substantive law.**

##### ***21.2 - Territorial jurisdiction***

**The competent court will be the Commercial Court of the registered office of ATER METROLOGIE, notwithstanding the plurality of defendants, or appeal in warranty, and this even for emergency or conservatory procedures, notably by way of summary proceedings or judicial request, unless otherwise provided or expressly agreed by the parties, notably on arbitration, where applicable.**