

MILTON ROY EUROPE S.A.S – General Terms & Conditions of Sales Rev 13– 23 July 2024

MILTON ROY EUROPE S.A.S au capital de 2.400.000 Euros
10 Grande Rue - 27360 Pont-Saint-Pierre, FRANCE
Tel +33(0)2.32.68.30.00 www.miltonroy.com - mr14.contact@miltonroy.com
TVA : FR 75 663 650 547 SIREN 663 650 547 R.C.S. Evreux.

1. SCOPE

These Terms & Conditions of Sale (hereinafter referred as to "T&CSG") apply to all sales of Goods by Milton Roy Europe S.A.S. Applicable Terms and Conditions for services will be provided upon request. The placing of an order by the Purchaser is subject to these T&CSG in their entirety and is deemed acceptance of these T&CSG provided in the Quotation. Accordingly, the Purchaser expressly waives applicability of its own terms and conditions even if those terms are presented subsequent to these. Purchaser expressly accepts that any acknowledgement or delivery of Goods by Seller are only made subject to these T&CSG and by accepting delivery Purchaser acknowledges these T&CSG. Any change to these T&CSG is subject to the Seller's express acceptance in writing. The Purchaser may not claim any form of implied acceptance of either its own terms and conditions or any changes to these T&CSG whatsoever. These terms and conditions supersede any and all previous communications, representations or agreements, either oral or written, between the parties with respect to the subject matter. Each party acknowledges that in entering into this Agreement, it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement.

2. DEFINITION AND INTERPRETATION

In these T&CSG, except where the context otherwise requires, the following words and expressions shall have the following meanings:

Agreement shall mean documentation applicable to the Order limited to Ingersoll Rand Code of Conduct, available upon request, Quotation issued by the Seller, the Order issued by the Purchaser to the extent confirmed by the Order Acknowledgment sent by the Seller and any appendix expressly mentioned therein.

Confidential information shall mean all confidential and proprietary information including without limitation know-how, intellectual property, ideas, designs, concepts, plans, data, customer details, data privacy and other technical, financial or commercial information, together with all notes, records, extracts, copies, reproductions or analysis of any such information, which (whether before, on or after the date of the Order and whether in oral, written, or whatever form) is obtained directly or indirectly by or on behalf of one Party ("the Receiving Party") from or on behalf of the other ("the Disclosing Party") and which is expressly marked as confidential or which a reasonable person would consider to be confidential.

End-User shall mean ultimate user of the Goods.

Event of Force Majeure shall mean any cause or circumstance whatsoever beyond either Party's reasonable control provided the same arises without fault or negligence of the affected Party. Event of Force Majeure includes an Act of God, fire, explosion, failure of public utilities or civil commotion, floods, hurricanes, earthquakes, windstorms, tornadoes, pandemics, act of terrorism, war (whether declared or not), restrictive governmental Laws or decisions, strikes, lockouts, labor trouble.

Goods shall mean any materials, machinery, equipment, articles, parts, tools, consumables, hardware, software and the like items to be provided as per the Agreement.

Industry Practices shall mean objective norms as defined in the Quotation.

Intellectual Property Rights shall mean all copyright, database rights, topography rights, design rights, trademarks, trade names, trade secrets, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods.

Law shall mean any applicable international, national, municipal or state treaty, statute, ordinance, customs regulations (import and export) or other law, regulation or by-law or any rule, code or direction or any license, consent, permit, authorization or other approval (whether governmental or non-governmental) including any conditions attached thereto as applicable per the Agreement.

Order shall mean the purchase order issued by the Purchaser which shall not be binding on the Seller until the Order Acknowledgement as defined below is issued by the Seller.

Order Acknowledgment shall mean the written confirmation sent by the Seller to the Purchaser

Party shall mean either the Seller or the Purchaser.

Parties shall mean the Seller and the Purchaser.

Person shall mean any natural or legal person whether or not he has legal personality.

Purchaser shall mean the Person who issues the Order.

Quotation shall mean the written proposal issued by the Seller to the Purchaser in its latest revision and including these T&CSG.

Seller shall mean MILTON ROY EUROPE.

Third Party shall mean any person who is not expressly a Party to the Agreement.

For the purpose of the Agreement, except wherever the context otherwise requires:

- Words denoting the singular include the plural and vice versa;
- Reference to each Party herein include references to its successors in title, permitted assigns and novates;
- The words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any of the foregoing words;
- Reference to "writing" or "written" includes fax, e-mail and similar means of communication;
- All references to date and time periods in this Agreement shall be construed in accordance with the Gregorian calendar;
- All references to an Incoterm shall be read as per the latest Incoterms version issued by the International Chamber of Commerce

3. FORMATION OF THE CONTRACT

Quotation shall only be considered as binding if the Order strictly conforms to the Quotation and subject to receipt of an End-user certificate duly signed and stamped by the Purchaser and/or the End-User as may be required by the Seller. Unless stated otherwise, the Quotation is valid for one (1) month after the issuance date thereof.

Sale is considered to have been concluded once the Seller issues an Order Acknowledgement. The Seller shall endeavour to issue an Order Acknowledgement within 8 working days provided (a) the Order strictly conforms to the Quotation, (b) all technical clarifications have been finalised and (c) all information regarding the End-User as may be reasonably required to be fully compliant with any applicable Laws including export obligations has been provided. Once the Order Acknowledgement is sent to the Purchaser, the Agreement is considered as binding. The Purchaser must notify any error or omission appearing in the Order Acknowledgement within seventy-two (72) hours of its receipt. Thereafter, the Order is considered final, and no claims regarding such error or omission will be accepted.

4. MODIFICATION-ORDER AMENDMENTS

No alteration to or variation of this Agreement or any Order shall take effect unless and until the same is in writing and signed on behalf of each of the Parties by a duly authorized representative, taking into consideration, as the case may be, the impact on the Price, time of delivery and the planning or any other contractual obligation affected by such change.

5. SUBCONTRACTING-ASSIGNMENT OF THE CONTRACT

The Seller reserves the right to subcontract, without the prior agreement of the Purchaser, all or part of the design, procurement, services and other works which are the object the Agreement.

Neither Party may assign, transfer, charge or otherwise encumber, create any trust over or deal in any manner with the Agreement or any right, benefit or interest under it nor transfer, novate any of that Party's obligations under it without the prior written consent of the other Party which might not be unreasonably withheld or delayed.

6. TESTS AND TRIALS-INSPECTIONS

The Goods are manufactured in full compliance with applicable Industry Practices. Any specific control, test or inspection demanded by the Purchaser and not expressly stated in the Quotation and not accepted in the Order Acknowledgment will be at the exclusive expense of the Purchaser. The selection of the materials, as per the specifications of the product to be measured, the ambient conditions, and conditions of use are under the full responsibility of the Purchaser. If an inspection is ordered by the Purchaser, the Seller will send to the Purchaser a notification for inspection within fourteen (14) days before scheduled witnessed tests, and this will be reconfirmed within five (5) days prior to inspection. Failure of the Purchaser to send the inspector's availability and contact details a minimum of five (5) working days before the scheduled inspection may lead to a re-scheduling of witnessed tests. Seller shall not be liable for any damages suffered by the Purchaser for such re-scheduling.

7. DOCUMENTATION

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Unless otherwise agreed upon by both Parties:

- Approval of all documents will be made by the Purchaser within 7 calendar days after submission
- No native files will be provided by the Seller
- SPDP and SPIR documents shall be provided with Seller's references only.
- Approval of Final documentation will be made by the Purchaser within 1 month after submission
- Documents reviews shall be limited to three (3) revisions in terms of both form and content, past this number further costs will be incurred for the Purchaser.
- All comments made shall be final and will not be modified on a further revision.
- Minor changes on documentation which do not have any material or technical impact on the Goods shall not delay the payment of the milestones including but not limited to, when applicable, the milestone linked to the documentation.
- In case of non-approval by Purchaser within the time limit, the Seller shall be entitled to claim the payment of all the overdue payment terms and invoice the payment term at shipment when applicable and the delivery date may be delayed for Purchaser's default.
- The User Manual (IOM) can be provided in digital form. However, at the express request of the Purchaser at order placement, the User Manual (IOM) may be provided free of charge in a paper form.
- It is under the responsibility of the Purchaser to specify the European Community language of the IOM (Installation Operation Manual) at the Order placement otherwise it will be supplied in French or English.

8. PRICES

Unless otherwise stated, all sums payable by the Purchaser under the Agreement are exclusive of VAT and all other applicable taxes, duties and levies for the Goods with packing as defined in the Quotation, which shall (if and to the extent applicable) be payable by the Purchaser at the rate and in the manner from time to time prescribed by Law.

Any Order with a net value exclusive of VAT of less than one thousand (1000) Euros to the exception of Albin brand sold alone for which the value is two hundred fifty (250) Euros, or the equivalent amount in any other currency will be subject to a flat administration fee of seventy (70) Euros.

Fluctuation costs: If during the period of the Order, the general circumstances or fundamentals (economic or otherwise) on which this Order is based should change significantly in relation to the time of the signing of this Order, leading to significant fluctuations in the price of this Order, including, without limitation, raw materials, freight and logistics' costs, and such fluctuations have an impact of more than 2% on the agreed prices, it will result in a price increase commensurate with the increased costs.

9. PAYMENT TERMS

Means and terms of Payment

Payments shall be made by direct bank transfer to the Seller's nominated bank account or by such other means as may be agreed between the Parties from time to time. Unless otherwise agreed, payments shall be made in Euros, net and without application of any discount at thirty (30) days net from invoice date. The seller does not intend to grant any discount for cash payment or payment before the date indicated on the invoice or in relation to the payment delays indicated in these T&C's.

Consequences of late payment

Any late payment will give rise from the first day of late payment to: (a) interest at the most recent European Central Bank refinancing rate, plus 10 points; (b) and a fixed debt-recovery fee of forty (40) Euros. Should the debt recovery expenses incurred exceed the fixed-fee allowance; additional compensation will be demanded on submission of supporting evidence. Such interest and debt-recovery fee shall be paid within ten (10) days from the date of issuance of the invoice. Without prejudice to any other remedy it may have, in case of late payment, the Seller is entitled to suspend or terminate the manufacturing and delivery of the Goods. Any suspension under this clause will result in any time lost being added to the delivery date.

Similarly, in the event that the Purchaser places an Order, without having paid for the previous Order(s), the Seller may refuse to carry out the Order and to deliver/execute the Goods/Services concerned, without the

Purchaser being able to claim any compensation, for any reason whatsoever.

Prohibition of set-offs

All sums payable by the Purchaser under this Agreement are payable in full, without set-off, reduction, withholding or counterclaim on any account whatsoever

10. DELIVERY DATE

The Seller will use reasonable endeavours to make the Goods available to the Purchaser on the date defined in the Order Acknowledgment. In any event, and independently of any Order Acknowledgment, the delivery date will be modified, including following circumstances:

- The Seller does not have all the information necessary to execute the Agreement;
- The Seller has not received the first(s) payment(s) due under the Agreement;
- The Seller has not received the letter of credit, where applicable;
- The execution of the Agreement is suspended due to any Event of Force Majeure.
- The execution of the Agreement is suspended by the Purchaser for Convenience.

If liquidated damages are agreed between the Parties, notwithstanding anything to the contrary, such liquidated damages will be the sole remedy to the exclusion of any other rights and remedies arising out or in connection with late delivery.

11. PACKING

The Quotation is based on the Seller's standard packing conditions and at the Purchaser's expense. Any specific packing request set out in the specifications will be charged separately. Packaging shall be neither returned, nor subject to a deposit.

12. DELIVERY-TRANSFER OF RISK-TRANSFER OF TITLE

Delivery and transfer of risk

Unless otherwise agreed, Goods are provided FCA-Free Carrier at the Seller's premises. Delivery and transfer of risk shall take place pursuant to the Incoterms agreed by the Parties. It is the Purchaser's obligation to verify the visual conformity of the Goods both in quantitative and qualitative terms and to inform the Seller of any non-conformity in this respect of which it becomes aware within fifteen (15) calendar days of delivery. Failing this, any such non-conformities cannot be the subject of any claim made by the Purchaser against the Seller.

Partial deliveries

The Seller reserves the right to carry out partial deliveries of the Goods covered by the Order. In the event of partial delivery, each batch shall be regarded as a separate sale subject to the conditions of the Agreement. The Purchaser is deemed to have accepted the transfer of risk of the Goods delivered as stipulated in the Agreement according to the applicable Incoterm defined in the Agreement. Payment of each batch must be made in accordance with the payment terms stipulated in the Agreement.

Transfer of title

The ownership and title to goods will be transferred to the Purchaser upon full payment of the Order price.

Storage

If the Purchaser does not take delivery of the Goods on the date stated in the Agreement for reasons not attributable to the Seller:

- Storage period shall be limited to one (1) month
- The Purchaser shall nonetheless be obliged to make payment according to the schedule originally set out, without prejudice to the application of storage expenses.
- If the duration of any storage exceeds one (1) month, the Purchaser shall be required to accept delivery of the Goods and pay the Purchase Order price for the Goods.

Suspension

Any suspension of any Orders requires Seller's consent which may be given for a limited period of time, and if given, the Purchaser must pay the Seller any costs, expenses and losses incurred by the Seller caused by the suspension.

Suspension by Purchaser should not affect any invoicing schedule/payment of milestones agreed for the Order. Any impact of the suspension on the delivery dates and/or on cost of Order execution by Seller will be mutually agreed between the Purchaser and Seller before the Order is resumed.

13. INTELLECTUAL PROPERTY RIGHTS

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Notwithstanding anything to the contrary and except an express licence is granted, each Party shall remain the exclusive owner of the Intellectual Property Rights it owns, develops or uses, whether such ownership, development or usage arises before, during, or after the Agreement. The Seller warrants to the Purchaser that the Goods do not constitute a breach of any pre-existing rights nor any other form of infringement of Intellectual Property Rights, and indemnifies it against any action or claim in this respect, provided that: (a) Seller has been informed in advance and in writing of the existence of such a claim and within a reasonable timeframe for it to be able to prepare its defence, (b) payment has been received for the Goods, and (c) the Purchaser provides the Seller with the necessary opportunity, authority, information and assistance for it to be able to take on exclusive control of the defence against such claims or legal action, including arbitration, mediation, settlements and appeals. Should the liability of the Seller be recognised by any jurisdiction, the Seller shall at its sole option: (1) obtain from the Purchaser the right to use the Goods under the conditions defined by the Agreement; or (2) replace it with a reasonably equivalent Good; or (3) modify it to make it usable without contravening any Third Party rights and in compliance with the Agreement; or (4) recall the Goods, refund the Order Price to the Purchaser less an obsolescence discount.

This obligation does not apply in respect of any claims/infringement action or any other Intellectual Property Rights resulting from the use of the specifications provided by the Purchaser or derived from the design created by the latter, or from changes or modifications to the equipment imposed by it. Should the Goods supplied by the Seller for the Purchaser be produced in accordance with the Purchaser's designs, samples or instructions, or were designed exclusively by the Purchaser, or were combined with other Goods not supplied by the Seller, the Purchaser will have to defend, guarantee and indemnify the Seller under equivalent conditions to the aforementioned obligation placed upon the Seller.

14. **CONFIDENTIALITY AND DATA PRIVACY**

Confidentiality: Each Party shall maintain the confidentiality of the other Party's Confidential Information and shall not, without the prior consent of the other use, disclose, copy or modify the other Party's Confidential Information (or permit others to do so) other than as strictly necessary for the performance of its rights and obligations under the Agreement. Each Party undertakes to disclose the other Party's Confidential Information only to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement and to procure that such persons are made aware of and agree to observe an equivalent confidentiality obligation. Each Party shall give notice to the other of any unauthorized misuse, disclosure, theft or other loss of the other Party's Confidential Information immediately upon becoming aware of the same.

The provisions of this confidentiality obligation shall not apply to information which:

- Is or comes into the public domain through no fault of the Receiving Party, its officers, employees, agents or contractors;
- Is lawfully received from a Third Party free of any obligation of confidence at the time of disclosure;
- Is demonstrably independently developed by the Receiving Party, its officers, employees, agents or contractors;
- Is required by Law, by court or by governmental order to be disclosed provided that, to the extent permitted by Law, and prior to any disclosure, the Receiving Party notifies the Disclosing Party and, at the Disclosing Party's request and cost, assist the Disclosing Party in opposing any such disclosure.

This confidentiality obligation shall survive for five (5) years after the Order Acknowledgment date.

Non-personal data privacy: The Purchaser understands that the Goods may include technology that allows the Seller to collect information regarding such Goods and conduct remote diagnostic testing of such goods.

The Purchaser grants the Seller a transferable, sub-licensable, non-exclusive, non-revocable, worldwide right to access and use the data collected by this technology for the Seller's business purposes. The Seller may share such data with its affiliates, subsidiaries, and third parties.

Personal data protection:

- Personal data processed for the performance of the Contract

For the purposes of this Agreement, each Party acts independently as a data controller within the meaning of Regulation (EU) 2016/679 of 27 April 2016 (RGPD) and the French Data Protection Act no. 78-17 of 6 January 1978 (hereinafter together the "Regulation"), and undertakes to comply with

them. Each of the Parties is authorized to collect and process the personal data relating to its contacts at the other Party (last name, first name and the e-mail address and professional telephone number of the said contacts), as well as the data of any contacts at a subcontractor, partner or agent whose intervention may be necessary for the provision of the services and/or the management of the contractual and commercial relations between the Parties. This data is kept for a period which may not exceed the duration of the contractual relationship between the Parties plus the limitation period applicable in commercial matters (5 years). Each Party will inform its teams in compliance with the Regulation and will process any request received from a data subject to exercise his/her rights of access, modification, rectification and/or deletion in compliance with said Regulation. In such case, it will inform the other Party.

- Data processed independently by the Seller

If the Seller receives individually identifiable personal information from the Purchaser through technology embedded into the Goods, the Seller will be an independent controller and will take reasonable steps to protect the confidentiality of such information and prohibit the unlawful disclosure of the Purchaser's personal information to third parties. The Purchaser must ensure that it has permission to share the personal data of any individuals with the Seller and that it has a valid and lawful basis for doing so. To the extent the parties process personal data in the context of the performance of the Agreement, the Seller and the Purchaser agree to comply with applicable data protection laws and to process personal data only for the purposes it was provided to them. Details about the processing of personal data by the Seller are described in the Seller's privacy policy, an up-to-date version of which is available under <https://company.ingersollrand.com/privacy-policy.html>. The Purchaser agrees to ensure the relevant data subjects, whose data is being provided to the Seller, are aware of the Seller's privacy policy.

15. **WARRANTY**

The Seller guarantees the Goods for eighteen (18) months following delivery date or twelve (12) months from commissioning whichever occurs first, except for :

- agitators thereof for which warranty period is twelve (12) months following delivery date.
 - spare parts thereof for which warranty period is twelve (12) months following delivery date.
 - Albin Pump range of Goods thereof for which warranty period is twenty-four (24) months following delivery date.
- Any claim shall be raised to the Seller's in writing within ten (10) working days of becoming aware of the same and shall enclose the corresponding purchase invoice. Failing that, the Purchaser implicitly waives all right of recourse regarding warranty. The Seller's warranty covers replacement or repair of proven defective parts or Goods at its sole option:
- (a) returned to its workshops; or
 - (b) returned to its distributor or authorized service centre workshop; or
 - (c) or in case the Goods could not be returned for financial or practical reasons, default or defect shall be assessed on-site.

In case of absence of Seller's responsibility, the Purchaser will bear the costs incurred by the Seller to cover report fees for an amount determined on a case-by-case basis. If the Seller's responsibility is established under the warranty, the Seller shall replace or repair the defective parts at its own expense, excluding any other costs (such as, without limitation dismantling, reassembling and approach (including emptying of the tanks)), which shall be the Purchaser's sole and exclusive remedy for any such defect.

The Seller is not responsible for (including any costs involved) and does not provide support for any of the following:

- Lifting equipment
- undertaking any civil works related to the Goods or their installation; or
- The labor costs for the installation and removal of the supply by a technician or a sub-contractor of the Purchaser

The Seller shall reserve the right to modify all or part of its Goods to comply with its warranty obligations. The replacement or the repair of one or more parts for whatever reason shall not extend the warranty to the entire Goods. The warranty period for the repair parts will be limited to twelve (12) months. The warranty shall not apply in the following circumstances: fair wear and tear, installation not compliant with Industry Practice and/or the Seller's instruction manual, lack of monitoring or maintenance, wilful act on the part of the Purchaser, its employees or

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Third Parties, accident, any modification to the operating conditions, chemical attack, corrosion or erosion.

All Seller's information and recommendations are subject in all cases to the verification and acceptance of the Purchaser, whose liability in this respect cannot be excluded, whether in whole or in part and shall not provide any warranty against wear and tear or chemical action. The warranty shall automatically end: (a) if the storage of the Goods by the Purchaser fails to comply with the Seller's recommendations and with Industry Practices or maintenance manuals; (b) in the event of the Goods being worked on or dismantled without the express written agreement of the Seller or in the event of such work being carried out by a person not approved in writing by the Seller; (c) if original parts have been replaced by other parts non-supplied by the Seller. Warranty claim shall not affect payment terms.

The sole and exclusive remedy of the Purchaser for any warranty claim shall be the repair or replacement of the defective Goods, in Seller's sole and absolute discretion. The Seller expressly disclaims all other warranties or conditions whether express or implied to the fullest extent permitted by law including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

16. TERMINATION

Either Party may terminate the Agreement in the case of the other party's default by giving notice to the other:

- If the other Party is in material breach of the Agreement which, if remediable, it fails to remedy within forty-five (45) days of notice from the terminating Party requiring it to do so;

- In case of Events of Force Majeure exceeding ninety (90) days.

If the Order is terminated for any reason, immediately upon termination of the Agreement:

- all outstanding payment shall be due and owing (same for any sums subjects to bona-fide dispute, under the Agreement in accordance with its terms);

- the Purchaser will pay the Seller a termination fee equal to a pro rata portion of the Order price based on the work completed to date (with a minimum charge of 10% of the Order price).

- each Party is entitled to ask the other Party to destroy or to deliver all copies of any Confidential Information supplied by or on behalf of the other Party pursuant to the Agreement;

- each Party shall cease any further use of the Intellectual Property Rights of the other Party pursuant to the Agreement.

Termination of the Agreement is exclusive of any other rights or remedy the Terminating Party may have had under the Agreement or at Law. The provisions that either are expressed to survive the termination of the Agreement or from their nature or context it is contemplated that they are to survive such termination, shall survive termination of the Agreement. The Seller reserves the right to refuse any termination for convenience.

17. LIMITATION OF LIABILITY

By placing an Order, the Purchaser recognises that the Seller has made available the information required to be able to assess the suitability of the Goods and to take the necessary precautions to limit any malfunction. The Seller assumes no obligation or responsibility in relation to the precision or lack thereof of the information communicated by the Purchaser; the Seller is under no obligation to verify the pertinence or accuracy of such information.

Notwithstanding anything to the contrary in this agreement, to the extent permitted by law and to the exclusion of Seller's gross negligence, death or personal injury, the aggregate liability of the Seller to the Purchaser, whether in contract, tort (including negligence) or otherwise, will be limited to 100% of the Order giving rise to the liability. Notwithstanding anything to the contrary in this agreement, in no event shall the Seller or any of its affiliates, subsidiaries, or representative be liable to the Purchaser for any loss of production, profit, revenue or income, or for any consequential, incidental, indirect, exemplary, special or punitive damages, including any damages for business interruption, loss of use, or loss of data, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Purchaser was advised of the possibility of such damages arising under the agreement, any statute, or tort.

Insurance: The Seller will maintain in force the insurance coverage described in the certificate of insurance provided to the Purchaser.

18. FORCE MAJEURE

Neither Party shall be liable for any loss or damage suffered or incurred by the other Party arising from the first Party's delay in performing or failure to perform its obligations hereunder to the extent that and for so long as such delay or failure results from an Event of Force Majeure. The affected Party shall notify the other Party within five (5) working days (or a longer period if the context otherwise requires) of becoming aware of the same of such Event of Force Majeure and the manner and the extent to which its obligations are likely to be prevented or delayed. It's the Parties shall consult each other as soon as possible to examine in good faith the adverse consequences and to recommence performance of the affected obligations as soon as and to the extent reasonably practicable. If any Event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Event of Force Majeure provided that if any event of Force Majeure continues for a period of or exceeding ninety (90) days, either Party shall have the right to terminate this Agreement forthwith on written notice to the other Party. In case of such termination the article 16 Termination shall be applicable.

19. COMPLIANCE WITH LAWS

The Seller will comply with all legal obligations applicable to the supply of Goods. The Seller assumes no responsibility for compliance with any laws or regulations applicable to the use, installation and operation of the Goods or any other matters the Seller does not control.

Trade Compliance: Both Parties shall be responsible for obtaining and maintaining any and all required export licenses, approvals, or authorisations that are required under any applicable Laws, including French, E.U. and U.S. regulations regarding control of exports.

Purchaser will not, directly or indirectly, export, re-export, transfer or re-transfer any Goods or technical data received from Seller to any destination if such export or re-export would violate the applicable laws. The Purchaser is responsible for providing any information for the Seller to determine if the Order is subject to any export control Law. Hence, Purchaser shall duly fill-in and sign an end-user statement or a customer statement of end-use (as required by the Seller) on a format acceptable to the Seller and to keep Seller updated of any changes impacting this document during the execution of the Contract. Should any of the Goods be regarded as being dual use as per applicable regulations, Seller undertakes to: (1) inform the Purchaser of the classification of the Good, (2) provide the necessary documents to the Purchaser, and, if the Seller is the exporter, (3) endeavour to obtain the necessary export authorisations. The Seller cannot, however, guarantee the success of any such licence requests, or that they will be kept in force.

The Purchaser shall never be entitled to claim liquidated damages in case of late delivery resulting from suspension, revocation, not renewing a certification or in case of a refusal, suspension, revocation, non-renewal or invalidation of the Goods export licence despite Seller's diligence.

In the case of dual-use goods and payment by letter of credit, the goods concerned by export license may be excluded from shipping and payment by letter of credit, if the license has not been received upon receipt of the notification of the opening of the letter of credit. This will require the issuance of a mandatory amendment to letter of credit.

In this case, the goods concerned by the export license will be shipped against a separate payment by bank transfer before shipment, after obtaining the export license.

Register of producers in the EEE sector and unique identifier: The unique identifier FR020632_05G2PW attesting to the registration in the register of producers in the EEE sector, pursuant to article L.541-10-13 of the Environmental Code has been assigned by ADEME to the Seller. This identifier certifies its conformity with regard to its obligation to register in the register of producers of Electrical and Electronic Equipment and the realization of its declarations of placing on the market with ecosystem.

20. APPLICABLE LAW-COMPETENT COURT-ARBITRATION

The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with French Law. The Parties agree to exclude application of the International Convention of Vienna regarding Sales of Goods as may be amended from time to time. The Parties shall endeavour to settle by negotiation any dispute arising out of or in connection with the Agreement and all the consequences thereof. Such dispute shall be duly notified by the claiming Party to the other Party, in the forms required under the Agreement, and

MILTON ROY EUROPE S.A.S – General Terms & Conditions of Sales Rev 13– 23 July 2024

MILTON ROY EUROPE S.A.S au capital de 2.400.000 Euros
10 Grande Rue - 27360 Pont-Saint-Pierre, FRANCE
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TVA : FR 75 663 650 547 SIREN 663 650 547 R.C.S. Evreux.

the Parties shall endeavour to settle such dispute by negotiation within thirty (30) days from receipt of said notice. In case of failure to settle the dispute by negotiation within the period of time above-mentioned, the claiming Party shall notify to the other Party its intention to submit the dispute to the jurisdiction mentioned below.

The Parties irrevocably agree that Paris Commercial Court shall have exclusive jurisdiction to settle any dispute arising out or in connection with this Agreement.

21. OTHER PROVISIONS

Complete Agreement: This agreement and its attachments contain the entire understanding between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, and if there is any conflict between terms of the Order and this Agreement, this Agreement will control.

Waiver: The failure by the Seller to invoke any of the clauses of these T&CSG cannot be validly interpreted as constituting a waiver to its rights under the aforementioned T&CSG, except when expressly agreed in writing.

Severability: If at any time any provision of these T&CSG shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of these T&CSG which shall remain in full force and effect. In the event that the circumstances referred to the first paragraph of this article occur, the Parties agree to attempt to substitute for any invalid, illegal, or unenforceable provision a valid, legal and enforceable provision which achieves, to the greatest extent possible the same effect as would have been achieved by the invalid, illegal or unenforceable provision.

Mitigation of loss: Both Parties shall take all reasonable steps to mitigate any loss resulting from any breach of the Agreement by the other Party.

Third Party Rights: The parties do not intend that any term of the agreement is enforceable by a person who is not a party to the agreement and the consent of any person who is not a party shall not be required for the amendment, variation, rescission or termination of the agreement.