

## GENERAL TERMS OF SALE

### Article 1 – Object, definitions and scope of application

These terms referred to hereinafter as “the General Terms” define all the general terms and conditions of consulting, engineering or project management services (referred to hereinafter as “the Consulting Service”) and products (referred to hereinafter as “the Products”) ordered by the Client, referred to hereinafter as “the Client”, from ERAS, referred to hereinafter as “ERAS”, both being referred to hereinafter collectively as “the Parties”. Contractual relations between the Parties will be governed by a document defining the special terms and conditions of the Consulting Service and the sale of Products ordered by the Client from ERAS, referred to hereinafter as “the Contract”. The signature of the Contract implies the prior acceptance of these General Terms. Consequently, the Client acknowledges it is fully aware of the fact that acceptance of these General Terms does not require the signature of this document. These General Terms apply to each Contract signed by the Parties, irrespective of any clauses in the Client’s documents, and in particular its general terms of purchase, over which these General Terms prevail in accordance with the provisions of article L 441-6 of the Commercial Code. In accordance with the current regulations, these General Terms are systematically presented to any Customer that requests them.

### Article 2 – Terms of acceptance of orders

Orders are only firm once they have been expressly accepted by ERAS. Therefore, commitments made by ERAS agents are only valid after acceptance by ERAS by a duly authorised person. All accepted orders are firm and final.

### Article 3 – Financial terms

#### 3.1 – Prices of products

The prices of Products are the prices in effect at the time of delivery. These prices are in Euros and exclude tax. They are firm and non-adjustable.

#### 3.2 - Price of Consulting Service

The price of the Consulting Service is defined by the Contract, in the form of an overall fixed amount for the period during which said service is performed, as defined by the provisional schedule of the Contract. After the end of the provisional schedule, any extension of the Consulting Service will be invoiced according to the terms indicated by the Contract. Costs or services not included in the price of the Consulting Service will be listed by the Contract and reimbursed or paid to ERAS according to the terms specified in said Contract. In particular, the following are excluded from the price of the Consulting Service:

- work carried out at night and weekends and on public holidays,
- on-call work,
- travel other than to the location of the Consulting Service.

For any additional service not indicated in the Contract, a supplementary agreement will be signed by the Parties, determining the price thereof in particular.

#### 3.3 – Terms of payment of Products and Consulting Service

The Customer will pay the price of Products and the Consulting Service to ERAS at the address and according to a schedule specified by the Contract or the invoice. The Customer shall pay the invoices issued by ERAS at 30 days after their date (or on any other due date specified by the invoices). If payment is made by bills, bills must be returned and accepted within 2 weeks of being sent, failing which ERAS will be entitled to issue a protest. No discount is given for early payment, unless agreed otherwise by the Parties. In the case of staggered payment, the non-payment of a payment instalment results in all payments becoming due at the initiative of ERAS. If the Customer is late in paying sums due, default penalties, calculated at the rate of three times the statutory interest rate on the amount including tax of the price of the Product or Consulting Service indicated on the invoice, will be automatically due by the Customer as of right, without any formality or prior notice (or any other rate indicated on the invoice). ERAS will not be required to deliver the Products or perform the Consulting Service ordered by the Customer if the Customer fails to pay all or some of the price due, under the conditions and according to the terms stipulated, without prejudice to its other rights and actions. When an order stipulates a phased delivery of Products, failure to pay for a delivery results in a right of retention on future deliveries for ERAS. The Customer will not be authorised to retain or defer the payment of any sum due to ERAS even in the case of a dispute or claim. The Contract may stipulate that the Customer shall provide a payment guarantee for the Consulting Service approved by a designated bank. If such a guarantee is not provided, the Contract will be terminated as of right according to the formalities stipulated by the termination clause of these General Terms.

#### 3.4 - Reservation of title

If the Customer fails to pay all or part of the price of the Products or the Consulting Service, ERAS retains a property right over the Products sold and any document provided to the Client in accordance with the Contract, allowing it to regain possession of said Products and documents, until payment is made in full.

#### 3.5 – Transfer of risks relating to Products

The risks relating to loss and damage of the Products are transferred to the Customer on acceptance of the purchase order by ERAS, formalising the Parties’ agreement on the item and the price, regardless of the date of payment and delivery. Therefore, the Customer assumes the costs and risks of transport and delivery, regardless of the Incoterm chosen by the Parties.

### Article 4 – Place of delivery of Products and performance of Consulting Service

The addresses where the Products are delivered and the Consulting Service is performed will be defined by the Contract.

### Article 5 – Terms of performance of Consulting Service

ERAS employees who perform services in the Customer’s premises will comply with the company rules and regulations and health and safety regulations in force in these premises, unless the Parties have agreed otherwise in writing. It is stated that ERAS employees assigned to the performance of services remain in any case under the hierarchical and disciplinary authority of ERAS which is responsible for the technical control and administrative, accounting and social management of its employees. ERAS certifies that the employees who will perform the Consulting Services will be legally employed with respect to the provisions of the Employment Code.

### Article 6 – Delivery dates of Products and Consulting Service

The delivery dates of Products or performance times of the Consulting Service are given strictly for information and do not constitute strict deadlines. ERAS will not be liable towards the Customer in the event of late delivery. The Customer cannot claim the cancellation of the Contract.

### Article 7 – Contacts/project managers for Consulting Service

On signing the Contract, the Customer will appoint an individual who will be its contact for all technical and relational aspects and will assume the role of intermediary. Similarly, ERAS will appoint a technical contact and a commercial contact for all technical and relational aspects relating to the service provided. These contacts can be changed during the Contract by simply informing the Parties.

### Article 8 – Equipment required for Consulting Service

The Contract will define the equipment required for the Consulting Service which will be supplied by the Customer or ERAS. In particular, the Customer shall provide ERAS with an equipped work station: desk, chair, PC with necessary software. On its part, ERAS will provide the individual protective equipment necessary.

### Article 9 – Acceptance of Products and liability of ERAS

ERAS is only bound by a best-endeavours obligation. The Customer is required to check the compliance of Products on delivery. If the Customer does not raise any issues within a week of delivery, the Products will be deemed to be of the quantity and quality indicated in the order. No claims can be validly accepted if these formalities are not respected by the

Customer. When the Customer has duly proven that the Products delivered do not comply with requirements, ERAS will replace them as soon as possible and at its cost. Losses incurred by the Customer as a result of this lack of compliance, regardless of their nature, will not be compensated for if the Customer chooses to assert its right to the replacement of the Product. If the Customer does not require the replacement of the Product, it can only claim damages from ERAS up to the sale price excluding tax of the Products, regardless of the nature of its loss.

### Article 10 – Progress review of Consulting Service, acceptance of Consulting Service and liability of ERAS

Progress reviews for the Consulting Service can be held at the request of either Party and according to the terms defined by mutual agreement between the Parties to the Contract, in order to examine the progress of the Consulting Service and validate the services carried out. If a discrepancy is noted between the Consulting Service stipulated in the Contract and the Consulting Service required to meet the needs of the Customer, a Supplementary Agreement may be drafted. During these meetings, the Customer can indicate its decisions and technical choices and generally make observations of any kind. Subsequent to these meetings, a progress report will be drafted by the person duly appointed by ERAS and sent to the Customer. If the Customer does not make any comments within 2 weeks of the delivery of this report, it will be considered that this report has been approved and that the services performed have been accepted accordingly. The liability of ERAS will be incurred in the event of wrongful non-performance of the Consulting Service stipulated by the Contract. ERAS is only bound by a best-endeavours obligation. If the liability of ERAS is incurred in relation to the performance of the Consulting Service, the Customer can only claim damages from ERAS up to the sale price excluding tax of the Consulting Service, regardless of the nature of its loss.

### Article 11 – Intellectual property relating to Consulting Service Contract

Each Party will retain full and entire property of its own descriptive documents, software, plans, drawings and other documents as well as methods, know-how and software tools. In the event of an action brought by a third party alleging that equipment or documents used in the context of the Contract infringe a patent or any other industrial or intellectual property right, the Party that provided the disputed equipment or documents will be solely responsible for its defence in settling the dispute. Any creation, study or documentation developed in the context of the performance of the Consulting Service will be the exclusive property of the Customer even when it is developed by ERAS employees or results from collaboration between ERAS employees and the Customer’s employees. Consequently, only the Customer can register in its exclusive name any patent, model, mark and industrial property right concerning the above. The Contract will not prevent ERAS from using the experience and know-how drawn from the performance of the Contract and developing elements that might compete with those supplied to the customer in accordance with the Contract, whether they are similar or not. However, ERAS undertakes not to reproduce in its services carried out for third parties, all or part of the original elements created exclusively for the Customer in the context of the performance of the Consulting Service.

### Article 12 – Intellectual property relating to orders for Products

Unless otherwise agreed, drawings, mock-ups, plates and tools created by ERAS in the context of the Contract for orders of Products, even if the Client participates in them in any way, remain the property of ERAS. If no order is placed five years after the last order by the Customer, ERAS will no longer be required to keep the plans, drawings, plates and tools used for said order.

### Article 13 – Hiring away

Unless expressly agreed otherwise between the Parties, each Party undertakes not to hire any employee of the other party having participated in the Contract or have them put to work directly or indirectly through a third party or by a subsidiary company. This undertaking is valid for the duration of the Contract plus a period of two years. If one of the Parties fails to respect this clause, it undertakes to pay the other a compensation payment equal to one year’s gross salary of the employee, including the associated social security contributions.

### Article 14 – Confidentiality

#### 14.1 – Agreement and Discussions

During and at the end of the Contract, the Parties undertake not to make any public declaration concerning its content, unless it obtains the prior, written consent of the other Party. During the same period, the Parties undertake to observe complete discretion on all matters raised during discussions relating to the Contract.

#### 14.2 – Information and documents

During and at the end of the Contract, the Parties undertake not to disclose or allow its members of staff to disclose any information or document obtained from the other Party, by any means whatsoever, within the context of the Contract, except to a third party itself bound under the same conditions to maintain the confidentiality of any document or information which needs to be disclosed to it for the purposes of the Contract. The undertaking mentioned above does not apply to information and documents (i) that come into the public domain for any other reason than violation of this article, (ii) that are already in the possession of the Party concerned at the time of being disclosed by another Party, or (iii) when, subsequent to the disclosure by another Party, these documents and information are received from a third party authorised to disclose them.

### Article 15 – Non-transferability of Contract

Unless expressly agreed by the Parties, the Contract cannot be assigned.

### Article 16 – Termination

If one of the Parties fails to fulfil the obligations of these General Terms or the Contract and this is not resolved within a period of 30 days from the notification by registered letter, the other party can terminate the contract as of right without fulfilling any other legal formality without prejudice to the damages it can claim. The termination decision will be notified by registered letter. Any down payment paid by the Customer will be retained by ERAS, without prejudice to all other actions it would be entitled to bring in this respect against the Customer. Any documents provided to the Customer in the context of the Contract shall be returned to ERAS. The Customer cannot keep copies thereof.

### Article 17 – GUARANTEE – LIABILITY

#### 17.1 – Guarantee

ERAS guarantees the Customer the proper performance of its services, as defined in the technical offer and in accordance with professional standards and best practices in engineering. The remedies and warranties set forth in these Terms and Conditions are given in lieu of all other warranties and shall apply on an exclusive basis and ERAS expressly disclaims any other warranties on the remedies and services.

#### 17.2 – Limitation of Liability

ERAS’s total aggregate liability in connection with or arising out of the Contract, including without limitation any under Article 17.1 above, shall be limited solely to direct tangible losses caused to the customer that are the result of acts of negligence for which ERAS is responsible and that are duly proved. ERAS shall under no circumstances have any obligation to provide compensation for intangible losses (whether direct or indirect) or indirect losses, such as, in particular, loss of production, loss of opportunity, commercial losses, production cost overruns, or loss of profits. In any event, ERAS’s liability, with the exception of bodily injury, fraud and gross negligence, shall not exceed 20% (twenty percent) of the amount of the order. The customer and its insurers hereby waive the right to bring any claim against ERAS and their insurers exceeding the limits and exclusions hereinabove, and the customer shall guarantee compliance with this obligation by its insurers.

### Article 18 – Applicable law and competent court

These General Terms and the Contract are governed by French law.

ALL DISPUTES THAT MIGHT ARISE RELATING TO THE VALIDITY, INTERPRETATION, PERFORMANCE, TERMINATION AND CONSEQUENCES OF THE GENERAL TERMS AND THE CONTRACT WILL COME UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE HEAD OFFICE OF ERAS.

