

Standard Terms and Conditions of Sale

[Free translation of the French]

Draft: 8 October 2018

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

In these standard terms and conditions of sale, the following definitions apply within this clause 1.1:

Business Day: designates, on the Gregorian calendar, all days of the week other than Saturday, Sunday, or a public holiday as defined in Article L. 3133-1 of the French Labour Code (*Code du travail*);

Conditions: designates the terms and conditions set out in this document as amended from time to time in accordance with clause 18.6 of the Conditions.

Contract: designates the contract between the Supplier (as defined hereafter) and the Customer (as defined hereafter) for the sale of one or more Goods (as defined hereafter) in accordance with the Conditions.

Customer: designates the buyers that are considered professionals as defined by the French Consumer Code (*Code de la consommation*) and concluding a Contract with the Supplier (as defined hereafter).

Force Majeure Event: has the meaning given in clause 14 of the Conditions.

Good: designates the good (or a part of this good) that is present in the Order (as defined hereafter).

Order: designates the Customer's order as it appears in the Customer's purchase order form **OR** in the Customer's written acceptance of the Supplier's quotation (as defined hereafter), if applicable.

Party (Parties): can designate either the Customer or the Supplier (as defined hereafter), or both.

Specification: any specification related to a Good, including any related plans and drawings, which is agreed to by the Parties.

Supplier: designates Panorama Antennas, simplified single shareholder company with capital of fifteen thousand euros (15,000 EUR), whose registered office is located at 16 Allée des acacias 33700 Mérignac in Bordeaux (33000) in France and is listed with the Trade and Companies Register (*Registre du commerce et des sociétés*) of Bordeaux under number 839 346 699.

1.2 Construction

In the Conditions, unless the context requires otherwise and excluding specific indications to the contrary:

- (a) the term "person" covers any natural person or legal entity, any company, group of companies, shareholder company, *de facto* company, authority or any other entity, whether or not that entity has legal personality;
- (b) any reference to a Party includes that Party's legal representatives, successors or permitted assigns;
- (c) any reference to a law or legislative provision constitutes a reference to its applicable version and includes any implementing text related to the law or legislative provision;
- (d) any phrase containing the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative;
- (e) any reference to "writing" or "written" includes, other than documents sent by post, faxes, electronic mails, and extrajudicial documents; and
- (f) the meaning attributed to the terms defined in clause 1.1 of the Conditions applies both to the singular and the plural of these terms and, if applicable, to their other grammatical forms.

2. SCOPE OF APPLICATION

2.1 The Conditions apply to all Contracts, without limitations or restrictions, to the exclusion of any other provisions included in Customer documents, including their terms and conditions of sale, or through established trade customs or practices.

2.2 In accordance with applicable legislation, these Conditions are systematically communicated to any Customer that requests them.

2.3 Any order of Goods implies, on the part of the Customer, that they have accepted the Conditions and the terms and conditions of use for the Supplier's website, for orders carried out on said website.

2.4 The Customer must ensure that the terms of the Order and all of the applicable Specifications are exhaustive and correct, and that the product or service being offered corresponds to their requirements.

2.5 The Contract constitutes the entire agreement between the Parties. The Customer acknowledges that they have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.6 The drawings, samples, pricing, descriptive documents or advertising produced by the Supplier, as well as the descriptions or illustrations contained in the Supplier's catalogues, brochures or datasheets are provided on an informational basis only, and may be changed at any time. The Supplier reserves the right to make any changes that they deem useful.

2.7 The quotation provided by the Supplier only applies to the person or entity for which it was drafted, and is only valid for a period of thirty (30) Business Days from its date of issue, unless a different date is given in writing on the quotation.

2.8 The Supplier reserves the right to override specific clauses of the Conditions according to the negotiations carried out with the Customer, and to establish with the Customer specific conditions of sale, or a specific contract.

3. GOODS

3.1 The Goods are described in the catalogue, on the website, and in the Supplier's datasheets and can be modified following any Specifications agreed to between the Parties.

3.2 To the extent that the Goods may be manufactured in accordance with the Specifications requested by the Customer and accepted by the Supplier, the Customer shall compensate the Supplier against all liabilities, costs, charges, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal fees and other reasonable professional fees and expenses) that the Supplier may incur in connection with any claims made against the Supplier in the event of alleged or actual infringement of a third party's intellectual property rights arising out of or in connection with the use of such Specifications. This clause 3.2 will continue to apply once the Contract ends, or is cancelled or terminated, or is no longer valid.

3.3 The Supplier, acting reasonably, reserves the right to amend the Specification of the Goods.

4. CONTRACTS

4.1 Forming of the Contract

(a) Physical sales

Excluding online sales as provided for in clause 4.1(b) of the Conditions, sales are not complete until the Customer's Order is expressly agreed to in writing by the Supplier, who ensures, among other things, that the Goods ordered are available, and that the Specification can be met, if applicable.

Excluding online sales as provided for in article 4.1(b) of the Conditions, the Orders must be confirmed by the Customer in writing, through a purchase order that they have duly signed.

(b) Online sales

For Orders carried out exclusively on the Supplier's website, they are registered once the Customer accepts the Conditions by ticking the box provided, and confirms their Order. This confirmation means that the Customer has accepted the Conditions in their entirety, and constitutes a proof of the existence of the Contract.

Registration of the Order and its acceptance are confirmed by the Supplier sending an electronic mail to the Customer. The data recorded in the information system of the Supplier serves as proof of all Contracts entered into with the Customer.

4.2 Ordering Conditions

The Goods are provided at the prices mentioned on the Supplier's price list less any applicable discount agreed between the Customer and the Supplier in writing or, if applicable, in the sales proposal made by the Supplier to the Customer. These prices are definitive and cannot be changed during their period of validity.

4.3 Modification of the Order by the Customer

Whether an order is a physical sale as provided for in clause 4.1(a) of the Conditions or an online sale as provided for in clause 4.1(b) of the Conditions, the potential modifications requested by the Customer are only taken into

Standard Terms and Conditions of Sale

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account if they are requested in writing to the Supplier at least five (5) Business Days prior to the planned delivery date for the Goods ordered and if these are accepted by the Supplier.

4.4 Cancellation of the Order by the Customer

If a partial payment was made by the Customer and in the case of the order being cancelled by the Customer after it has been accepted by the Supplier, for whatever reason, the partial payment made for the order, as defined in clause 8.2 of the Conditions, will be considered definitively paid to the Supplier and will not be reimbursed.

If no partial payment was made and if the order is cancelled by the Customer, for whatever reason, the amount corresponding to twenty percent (20 %) of the total price excluding taxes of the Goods will be payable by the Customer to the Supplier as penalty for the cancellation.

5. DELIVERY OF THE GOODS ORDERED

5.1 Delivery Receipt

The Supplier must ensure that on each Goods delivery they provide a delivery receipt that indicates the Order date, all relevant information of the Customer and the Supplier, the type and the quantity of the Goods.

5.2 Delivery Time Frame

The Goods ordered by the Customer will be acknowledged by the Supplier in writing within five (5) Business Days from the Supplier's receipt of the corresponding purchase order, duly signed, with the acknowledgement stating an estimated delivery date, subject to timely reception by the Supplier of all information required to that effect from the Customer.

These delivery time frames mentioned in the order acknowledgment are only provided as an estimate and are not contractually binding. The Supplier therefore cannot be held responsible or be required to pay any type of compensation to the Customer, and the Customer cannot withhold any payment or cancel its order should there be a supplemental delay in delivery that does not exceed thirty (30) Business Days starting at the end of the relevant delivery time frame cited in the order acknowledgement.

Additionally, the Customer can only request the cancellation of the sale if there is a delay of more than thirty (30) Business Days starting at the end of the relevant delivery time frame cited in the order acknowledgement. Partial payments that have already been paid will be refunded by the Supplier.

The Supplier cannot in any case be held responsible for delay, suspension or lack of delivery or cancellation of the order linked to the Customer, or furthermore in case of *force majeure*.

If the Supplier fails to deliver the Goods for a reason other than *force majeure* or linked to the Customer, their responsibility is limited to the fees and expenses incurred by the Customer to obtain the replacement Goods that have similar descriptions and quality that are the least expensive options available on the market, minus the price of the Goods.

5.3 Location of Delivery of the Goods Ordered

Unless conditions have been indicated other than those indicated in the specific conditions of sale or formally accepted by the Supplier, sales are carried out with Incoterm (in its 2010 version) "EX WORKS" (EXW) developed by the International Chamber of Commerce, it being specified that the delivery location agreed to is 16, allée des Acacias, in Mérignac (33700), France, or any other location designated as such by the Supplier.

The delivery is considered completed when the Supplier actually hands over the Goods ordered to the Customer, or to the transportation company designated by the Customer.

All specific requests from the Customer regarding packaging conditions for Goods ordered must be duly agreed to in writing by the Supplier and will be carried out by the Supplier and charged to the Customer. The related costs will be on a supplemental invoice.

If the Goods ordered were not collected by the Customer as specified in the Conditions and following the end of a delay of three (3) Business Days starting on the date on which the Supplier informed the Customer that the Goods were ready to be delivered, the Supplier reserves the right to invoice the Customer for storage fees for the Goods as well as all related fees and expenses (including insurance).

If the Goods ordered were not collected by the Customer as specified in the Conditions and following the end of a delay of ten (10) Business Days starting on the date on which the Supplier informed the Customer that the Goods were ready to be delivered, the Supplier reserves the right to resell or abandon all or part of these Goods.

The provisions of the two previous sections are without prejudice to the Supplier being paid compensation by the Customer for all of the expenses incurred and the other damages that the Supplier may have experienced, directly or indirectly due to the Customer collecting late or not collecting the Goods.

The Customer agrees to not refuse the Goods if the delivery contains a quantity that is ten percent (10%) more or less than the quantity of Goods ordered. However,

- (a) when the quantity of Goods delivered is superior to the original quantity ordered, and the supplemental quantity was not invoiced by the Supplier, the Customer must return the supplemental Goods, within ten (10) days following their receipt, unless otherwise agreed between the Customer and the Supplier. When the quantity of Goods delivered is superior to the quantity ordered, and the supplemental quantity was invoiced by the Supplier, the Supplier can choose to issue a credit note corresponding to the additional Goods sent, after those products have been returned to the Supplier.
- (b) when the Goods have been delivered in a quantity that is less than the quantity ordered, the Supplier is not required to make up the difference between the quantity ordered by the Customer and the quantity received, on condition that the Customer is invoiced only for the quantity of Goods actually delivered or that they receive a credit note for the difference between the invoiced Goods and those delivered. However, the Supplier may choose to carry out the delivery of the supplemental quantity of Goods or issue a credit note that corresponds to the value of the lesser quantity of delivered Goods after receiving a written notice from the Customer that an incorrect quantity of Goods was delivered.

5.4 The Supplier can make a partial delivery of the Goods. Each partial delivery will constitute a specific Contract and the Goods will therefore be invoiced and paid for separately. Any delays in delivery or non-delivery of a portion of an Order does not authorise the Customer to cancel the Order in its entirety.

5.5 It is the Customer's responsibility to comply with import regulations and monitor the changes in those regulations that may in the future interrupt or impede the execution of the Contract. Such an obstacle or restriction should not compromise the execution of this Contract.

6. COMPLIANCE

6.1 The Customer is responsible for verifying that the Goods ordered have arrived in proper condition. Excluding reservations expressly communicated in writing at that time, the Goods delivered will be considered compliant with the Order in terms of quantity and quality.

6.2 No claims can be validly made and accepted if the Customer has not complied with the formalities described in clause 6.1 of the Conditions.

6.3 The Supplier will replace, as soon as possible and at their expense, the Goods that are duly proven by the Customer to be non-compliant.

7. TRANSFER OF RISKS AND TRANSFER OF OWNERSHIP

7.1 Transfer of Risks

The transfer to the Customer of risks of loss and deterioration of the Goods delivered will take place as soon as the Goods are delivered, independent of the transfer of their ownership as provided for in clause 7.2 of the Conditions.

The Customer is responsible for taking out insurance, at their expense and with an insurance company that is recognised worldwide, to insure the Goods delivered for the benefit of the Supplier up to the complete transfer of ownership, in such a manner that the Supplier receives compensation directly.

In a situation where the Customer does not personally take possession of the Goods delivered at the location of delivery, the Customer accepts that it is the transporter's responsibility to bring the delivered Goods to the location indicated by the Customer, it being considered that the Supplier has completed

Standard Terms and Conditions of Sale

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their obligation of delivery the moment that they transfer the Goods to be delivered to this transporter and that the transporter has accepted them with no reservations.

All manipulation of delivered Goods that is carried out after delivery as defined by these Conditions is solely the responsibility of the Customer and is carried out at their expense, and they assume the related risk.

Consequently, the Customer cannot make any claims against the Supplier in the case of non-transfer of delivered Goods by the transporter that the Customer has designated, nor claims related to damages that have occurred during their loading, transport or unloading, and more generally any aspects of their manipulation.

7.2 Transfer of Ownership

The transfer of the ownership of the delivered Goods to the Customer will not be carried out until after complete payment of the price by the Customer, regardless of the delivery date of the Goods.

Therefore, the Supplier retains ownership rights, until complete payment of the purchase price is made by the Customer, for the delivered Goods, and as such can take possession of the Goods under the terms provided for in the Conditions. Any partial payments made by the Customer will be held by the Supplier as compensation, without prejudice to any other actions that the Supplier may have the right to take in this regard against the Customer.

The Customer agrees not to pledge or transfer ownership of the Goods delivered in any way as collateral until the actual transfer of ownership has been completed. The Customer must continuously monitor that, within the Goods delivered, those Goods for which the invoice has not been paid be identifiable as being owned by the Supplier, in order that they are specifically apparent, to not be confused with the others, or be claimed by a third party.

Furthermore, and until the transfer of ownership of the Goods to the Customer, the Customer agrees to:

- (a) avoid removing, defacing or concealing any identifying mark or packaging of or related to the Goods;
- (b) maintain the Goods in satisfactory condition and insure them for all risks in the amount of the total price, starting on the delivery date;
- (c) operate an inventory management system based on first in, first out (FIFO) for Goods that are purchased from the Supplier; and
- (d) provide the Supplier with information on the Goods as the Supplier may require it from time to time.

The Goods in the Customer's inventory are assumed to not yet have been paid for. These Goods can, at any time and without formal notice or prior summons, be taken back by the Supplier, and at the expense of the Customer, should the Customer not perform their obligations. The Supplier is authorised therefore to enter onto the Customer's premises to retrieve these Goods.

The retrieval of Goods provided for in the previous section is not exclusive of other actions or legal proceedings that the Supplier can decide to undertake against the Customer, nor does it exclude damages and interest that the Supplier may claim compensation for from the Customer.

8. PRICE AND PAYMENT

8.1 Price

The Goods are provided at the Supplier's current prices as of the date the Order is placed or, if applicable, in the sales proposal made by the Supplier to the Customer. These prices are definitive, and cannot be changed during their period of validity, as indicated by the Supplier. The Supplier is not liable for any accounting or calculation errors that occur in a response to a call for tenders, an invoice or a statement submitted to the Customer.

The Supplier may, after providing written notice to the Customer at any time up to five (5) Business Days prior to delivery, increase the price of the Goods to account for any increase in their costs due to:

- (a) any request on the part of the Customer to modify the delivery date, the quantities ordered or the types of Goods ordered or their Specification; or
- (b) any delay that is related to the Customer's instructions or their inability to provide adequate or exact information or instructions to the Supplier.

The prices of the Goods are indicated in Euros, net, excluding taxes, and ex-factory. They do not include the cost of transportation, export or import costs, customs duties or other taxes, or cost of insurance, all of which remain payable by the Customer.

These prices do not include the amount of value added tax (VAT) due. It is the Customer's responsibility, once they receive the invoice that includes value added tax (VAT) that is issued by the Supplier, to pay the additional amounts due.

Specific pricing may apply depending on the Specifications requested by the Customer and accepted by the Supplier in terms of the methods and time frames for delivery and/or the conditions or time frames for payment. These specific conditions will be in a written document signed by the Parties.

8.2 Methods of Payment

Unless the Parties have agreed otherwise, a full payment of the total purchase price for the ordered Goods must be paid up front ahead of the delivery of the concerned Goods on pro-forma invoice sent by the Supplier. The Supplier only delivers the ordered Goods after the full payment of their purchase price.

If the Customer agrees to submit to a credit check upon the Supplier's proposal and if such check results in a credit limit superior to the total purchase price of the ordered Goods, this purchase price shall be paid within twenty-five (25) Business Days starting from the date on which the ordered Goods are delivered, according to clause 5 of the Conditions.

The Supplier will not be required to deliver the Goods ordered by the Customer if the Customer has not paid the Supplier according to the terms and under the conditions indicated in this clause.

Unless the Supplier provides express prior written agreement, and on the condition that the reciprocal receivables and payables are known, liquid and due, no compensation may be validly carried out concerning amounts due that arise on the part of the Supplier on the one hand, and amounts due that arise on the part of the Customer, on the other.

8.3 Late Payment

Any delay in payment according to the payment time frame provided for in the second section of clause 8.2 of the Conditions will, without prior notification, render immediately payable the following:

- (a) a late payment interest charge applied to the amounts that remain unpaid, all taxes included, and equal to the interest rate used by the European Central Bank for its most recent refinancing operation, plus ten (10) percentage points; and
- (b) a late payment penalty equal to ten percent (10%) of the amounts that remain unpaid, all taxes included.

The provisions of the previous section are without prejudice to all other actions that the Supplier may have the right to take against the Customer due to late payment.

Should the Customer not comply with the payment conditions set out in this clause 8.2, the Supplier also reserves the right to suspend or cancel delivery of all or part of the Orders in progress for the Customer, and/or diminish or cancel any discounts that may have been offered to the Customer.

Lastly, a set fee for collection, in the amount of forty Euros (40 EUR) will be due, as of right and without prior or formal notification, and will be charged to the Customer by the Supplier should a late payment occur. The Supplier reserves the right to request additional compensation from the Customer if the actual collection fees exceed this amount, providing the related supporting documents.

8.4 Discounts for Early Payment

No discounts are provided by the Supplier for payment prior to the due date on the invoice, or in a time frame less than the time frame mentioned in these Conditions.

9. DISCOUNTS AND REBATES ON PRICES

The Customer may benefit from discounts and rebates on the Supplier's prices, depending on:

- (a) the quantities received, or delivered by the Supplier, at one time and in a single delivery location; or
- (b) the regular frequency of the Customer's orders.

10. **GUARANTEES AND LIABILITY OF THE SUPPLIER**

10.1 The Goods delivered by the Supplier are covered by legal guarantees for non-conformity and all hidden defects, coming from a material defect, design defect, or manufacturing defect that makes them unusable.

10.2 The guarantee forms an indivisible whole with the Good sold by the Supplier. This Good cannot be resold if it is altered, transformed, or modified.

10.3 This guarantee is limited to replacement or reimbursement for Goods that are not compliant or that have a hidden defect.

10.4 All guarantees are excluded in the following cases: using the Good in a way for which it was not intended, using the Good in conditions that are different than those for which it was produced, negligence or lack of maintenance by the Customer, normal wear and tear on the Good, *force majeure*, deterioration or accidents arising from impact, dropping, negligence, lack of surveillance or maintenance, or when the Good has been transformed.

10.5 To exercise their rights, the Customer must inform the Supplier, in writing and by filling out the dedicated form that they are provided with when they request it, for declaring defects, sending it to the following email address: kdazelle@panorama-antennas.com.

10.6 The Supplier will replace the Goods that are under guarantee that are proven to be non-compliant or that have a hidden defect. This guarantee also covers any labour charges that arise due to this replacement.

10.7 The replacement of goods will not prolong the term of the guarantee that is set out above.

11. **INTELLECTUAL PROPERTY**

The Supplier retains all intellectual property rights related to the Goods and to their representation on any media whatsoever.

12. **USE AND PROTECTION OF PERSONAL DATA**

12.1 **Use**

Personal data collected by the Supplier related to the Customer, as part of an Order, are used to allow the Supplier to meet the Customer's needs and to process their Order.

The Supplier only collects the personal data that are strictly necessary for processing the Customer's order.

12.2 **Duration of Retention**

The personal data processed by the Supplier will be deleted at the latest three (3) years after the processing of the Order by the Supplier.

The Supplier is legally obligated to retain the following personal data for one (1) year, which come from creating or deleting Customer file information:

- (a) connection identification;
- (b) identification provided by the terminal;
- (c) types of protocols used;
- (d) type of transaction;
- (e) the date and time of the transaction; and
- (f) the identification used by the person carrying out the transaction.

12.3 **Transfer of Personal Data**

The Supplier agrees to not share Customer personal data with or transfer them to third parties. The Supplier can however furnish Customer personal data if requested by a legal or administrative authority, or in application of the law.

12.4 **Exercise of Rights of the Customer on Their Personal Data**

The Customer has the individual right to access, oppose, correct and delete personal data that are related to them. They can exercise this right by sending the Supplier a written notice by email to the following electronic address vwilson@panorama-antennas.com or by post to the following postal address 16, allée des Acacias 33700 Mérignac France. This claim must contain a presentation of the data concerned, as well as a listing of the request(s) (access to the data concerned, opposition to the data concerned being processed, or even correction or deletion of the data concerned) and be accompanied with a copy of the photo identification document of the Buyer.

The Supplier agrees to comply with Articles 13 and 15 of Regulation (EU) No. 2016/679 of the European Parliament and of European Council of 27 April 2016 on the protection of natural persons with regards to processing of personal

data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (aka "GDPR").

These Articles 13 and 15 provide that the person responsible for the processing of personal data (the controller) that is collected must furnish the following information when the data are obtained:

- (a) identification and contact information of the controller;
- (b) purposes of processing the personal data and the legal basis for the request;
- (c) persons or categories of persons receiving the personal data, if such is the case;
- (d) the duration of retention of the personal data or the criteria for determining this duration;
- (e) the existence of the right to request the following of the controller: access to, correction or deletion of personal data; and
- (f) the right to oppose processing of personal data, as well as the right to portability of personal data.

The Supplier keeps an internal register, on which all processing of personal data is collected by them, to respond as quickly as possible to any requests for access to personal data on the part of a Customer.

13. **UNFORESEEN CIRCUMSTANCES**

13.1 Should an unforeseen change in circumstances occur when an Order is placed, and as provided for in Article 1195 of the French Civil Code (*Code civil*), the Party that has not accepted to bear an excessively costly exposure related to performance may request to renegotiate the conditions of sale of their Contract with the other Party.

13.2 The provisions of the previous section entail an obligation for the Parties to renegotiate the Contract conditions of sale in good faith, but under no circumstances do they oblige them to come to an agreement.

14. **FORCE MAJEURE**

The Parties cannot be held liable for breach of their contractual obligations, or performing said obligations later than agreed to, as established in the Conditions, if the event was caused by *force majeure* as defined in Article 1218 of the French Civil Code.

15. **SPECIFIC PERFORMANCE IN KIND**

15.1 Should either of the Parties breach their contractual obligations, the Party suffering from the breach of the contractual obligations has the right to request specific performance in kind of the resulting obligations of the present provisions.

15.2 In compliance with the provisions of Article 1221 of the French Civil Code, the creditor of the obligation can pursue this specific performance after a formal notice is addressed to the debtor of the obligation by registered letter with acknowledgment of receipt, but that does not elicit a response (reception of the proof of receipt), unless this is not possible or if there exists a considerable disproportion between the cost for the debtor and the interest for the creditor.

16. **DEFENCE OF NON-PERFORMANCE**

16.1 **Ex post Defence of Non-performance**

In application of Article 1219 of the French Civil Code, each Party may refuse to perform their obligation, even though it is due, if the other Party does not perform their obligation and if this breach is sufficiently severe, meaning, if it is likely to call into question the continuation of the contract or to fundamentally undermine its economic balance.

The suspension of the performance of the obligation concerned will take effect immediately, on receipt by the breaching Party of the notification of non-performance that will have been sent to them by the Party that is the victim of the breach, *via* registered letter with acknowledgment of receipt, indicating the implementation of the defence of non-performance, as long as the breaching Party has not remedied the stated breach.

16.2 **Ex ante Defence of Non-performance**

The defence of non-performance can also be used in a preventive capacity, in compliance with the provisions of Article 1220 of the French Civil Code, if it is evident that one of the Parties will not perform their obligations, and that the

Standard Terms and Conditions of Sale

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consequences of this non-performance are sufficiently serious for the Party that is the victim of the breach.

The Party that uses this facility does so at their own risk.

The suspension of the performance of the obligation concerned will take effect immediately, upon receipt of the notification by the Party presumed to be in breach, *via* a registered letter with acknowledgment of receipt, that indicates the implementation of the preventive defence of non-performance until the Party presumed to be in breach performs the obligation for which a possible breach is evident.

17. TERMINATION AND SUSPENSION

17.1 Immediate Termination

The Supplier can terminate the Contract with immediate effect in any of the following cases:

- (a) The Customer suspends or threatens to suspend payment for their Orders, or is otherwise incapable or admits to being financially incapable of completing payment;
- (b) the Customer is in a situation of suspension of payments as defined in Article L. 631-1 of the French Commercial Code (*Code de commerce*);
- (c) the Customer is negotiating with all or part of their creditors for the rescheduling of payment for one of any of their debts, makes a proposition or concludes a compromise or an arrangement with their creditors in this manner;
- (d) the Customer is the subject of legal proceedings that involve the collection of one of any of their debts or the seizure of their assets;
- (e) the completion of any event or legal action that has an effect that is equivalent or similar to the events mentioned in clauses 17.1(a) to 17.1(d) of the Conditions (inclusive);
- (f) the Customer suspends, or threatens to suspend, or ceases or threatens to cease all or a substantial portion of their business activity;
- (g) the Customer dies, or, due to illness or disability (whether mental or physical), they are found to be unable to manage their own business affairs or is incapacitated according to the meaning of Article 425 of the French Civil Code.

The Supplier can carry out this resolution at any time, without having to comply with any delay of notification, but subject to letting the Customer know in writing, *via* a registered letter with return receipt requested.

17.2 Termination in the Case of Unforeseen Events

If the performance of an obligation is found to be impossible due to it becoming excessively costly, as provided for in Article 1195 of the French Civil Code, and notwithstanding clauses 17.1, 17.3 and 17.4 of the Conditions, each of the Parties have the right to unilaterally terminate the sale connecting them, subject to the respect of the following formalities:

- (a) the Party that takes the initiative must notify the other Party of the implementation of this clause *via* a registered letter with acknowledgment of receipt, or an extrajudicial document; and
- (b) the termination will take place at the end of a notice period of twenty-five (25) Business Days starting on the date of receipt of the notification mentioned in (a) by the receiving Party.

If the unforeseen event ceases prior to the end of the notice period in (b) above, the termination will be null and void and the sale will resume without any prior formality.

17.3 Termination in the Case of Force Majeure

In case of *force majeure*, as provided for in Article 1218 of the French Civil Code, and notwithstanding clauses 17.1, 17.2 and 17.4 of the Conditions, each of the Parties have the right to unilaterally terminate the sale connecting them, without summons, and no other prior formality but the following:

- (a) the Party that takes the initiative must notify the other Party of the implementation of this clause *via* a registered letter with acknowledgment of receipt, or an extrajudicial document; and
- (b) the termination will take place at the end of a notice period of twenty-five (25) Business Days starting on the date of receipt of the notification mentioned in (a) by the receiving Party.

If the case of *force majeure* ceases prior to the end of the notice period in (b) above, the termination will be null and void and the sale will resume without any prior formality.

17.4 Termination Due to a Party's Breach of Contract

If one or the other of the Parties does not perform their obligations, and notwithstanding clauses 17.1 to 17.3 of the Conditions, the prejudiced Party has the right to unilaterally terminate the sale linking them to the Party at fault, subject to complying with the following formalities:

- (a) the prejudiced Party must notify the Party at fault of the implementation of this clause, *via* a registered letter with acknowledgment of receipt, or an extrajudicial document; and
- (b) the termination will take place at the end of a notice period of ten (10) Business Days starting on the date of receipt of the notification mentioned in (a) by the receiving Party.

17.5 Common Provisions of the Different Termination Scenarios

The debtor of an obligation to pay according to the terms of the Conditions will be validly formally notified solely by the obligation becoming due, as provided for in Article 1344 of the French Civil Code.

The clauses that expressly or implicitly survive termination of the Contract will remain in full force and effect.

18. GENERAL INFORMATION

18.1 Contract Execution

The Supplier reserves, at all times, the right to assign, transfer or subcontract in any way, all or part of their rights or obligations related to the Contract.

The Customer agrees not to assign, transfer or subcontract in any way, all or part of their rights or obligations related to the Contract without the prior written consent of the Supplier.

18.2 Correspondence

All written communication between the Parties in the context of or in relation to the Contract must be addressed to their registered office (if they are a company), to their main premises (in all other cases) or to any other address of the receiving Party.

The provisions of this clause do not apply to the meaning of procedures or other documents in a legal proceeding.

18.3 Invalidity and Severability of Clauses

If one or several clauses of the Contract are declared invalid, terminated, null or deemed unwritten by a court decision, by an arbitral award or a mutual agreement between the Parties, the Contract's other stipulations will continue to be in full effect to the extent that the general economy of the Contract can be maintained.

In a case where the execution of one or several of the clauses of the Contract was/were made impossible due to the annulment, termination, or invalidity of one or several of its other clauses or because these were deemed unwritten, the Parties will meet to try to establish one or several new clauses with the spirit and the letter that are as close as possible to the former clauses, with the other provisions of the Contract remaining in force.

In absence of this, or if the general economy of the Contract is fundamentally undermined, the Parties can, *via* a mutual agreement formalised in writing, nullify the Contract in its entirety.

18.4 Waiver

Waiving a right or an appeal under the Contract or according to the law is only in effect if the other Party has been notified in writing.

A waiver is not considered to be a waiver to any violation or to any subsequent non-compliance. Any lack, delay or partial exercise of a right or an appeal provided for in the Contract or by law on the part of a Party does not constitute the Party's renouncing of this right or any other right or appeal and thus does not impede subsequent exercise of this right or of any other appeal.

18.5 Rights of Third Parties

Third parties to the Contract do not have any faculty to require the Supplier or the Customer to comply with the Conditions that are applicable to them.

18.6 Modification of the Contract

Unless otherwise expressly indicated in the Conditions or in a specific agreement written and signed by the Parties, no modification of the Contract can be carried out, including introducing additional terms and conditions.

18.7 Applicable Law and Language

By explicit agreement between the Parties, the Conditions and the Contracts are governed by French law.

The Conditions and the Contracts are drafted in French. If they are translated into one or several languages, only the French text will prevail.

18.8 Competent Court

All legal proceedings that may come about related to the Conditions and the Contracts concerning their validity, interpretation, execution, termination, invalidity, their consequences and repercussions, are subject to the exclusive jurisdiction of the French Commercial Court (*Tribunal de commerce*) of Bordeaux.

18.9 Customer Acceptance

The Conditions as well as the prices and schedule of fees of the Supplier that are related to discounts and rebates that are attached, are expressly agreed to and accepted by the Customer, who declares and confirms that they have fully read them, and as such they renounce overriding them with other contradictory documents, including their own general terms and conditions of purchase.

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