

These General Terms and Conditions define the conditions under which Gaz Technologies (hereinafter referred to as "Gaz Technologies") sells Products and/or Deliverables and/or invoices Services to its Customers. These terms and conditions apply notwithstanding any provisions to the contrary contained in the Customer's general conditions of purchase or in any other document issued by the Customer, unless otherwise agreed in writing between the parties.

ARTICLE 1: DEFINITIONS

For the purposes of these General Terms and Conditions and the agreements to which they apply:

- The term "Contractual Requirements" refers to the requirements or any other document, drawing, specification of the Customer supplied either by Gaz Technologies or by the Customer, enabling Gaz Technologies to perform the Service and/or to deliver the Product;
- The term "Customer" refers to any person or entity ordering Products and/or Services from Gaz Technologies;
- The term "Deliverable" refers to the product resulting of the Service provided to the Customer by Gaz Technologies;
- The term «Documentation» refers to all documents, including manuals and information provided by Gaz Technologies to the Customer concerning the Products and/or Deliverables.
- The term "Order" refers to the Purchase Order modified or not, and accepted, by Gaz Technologies in writing;
- The term "Gaz Technologies" refers to the company Gaz Technologies that invoices the Services or sale of Products and/or Deliverables to the Customer;
- The term "Product" refers to any product supplied to the Customer by Gaz Technologies.
- The term "Purchase Order" refers to any document used by the Customer to order Products and/or Deliverables and/or Services from Gaz Technologies. Purchase Order submission implies the acceptance of these General Terms and Conditions;
- The term "Service" refers to any service provided to the Customer by Gaz Technologies, including custom manufacturing and installation of Deliverables.

These terms have the same meaning in both the singular and plural forms.

ARTICLE 2: ORDERS

Purchase Orders must be sent to Gaz Technologies by fax, email, post or electronic data exchange.

Purchase Orders submitted by the Customer are only binding once they have been confirmed by Gaz Technologies in writing.

Once confirmed by Gaz Technologies, each Order is considered firm and definitive and may not be cancelled, modified or postponed without Gaz Technologies' written consent. Any Service not specified in the Order shall be subject to an additional quotation. Any cancellation of an Order shall result in the invoicing of the deposit amount as specified in article 4.1 hereof, as well as any costs incurred by Gaz Technologies on the date of cancellation for the performance of the Services or the sale of the Products and/or Deliverables.

Gaz Technologies may not be held liable for any shortcomings, mistakes or other errors in the Customer's statements.

No modification of the Product and/or Deliverable Contractual Requirements by the Customer may be considered accepted without Gaz Technologies' express prior written consent.

The Customer may only transfer the rights and obligations arising from an Order to a third party if said third party has accepted the provisions of these General Terms and Conditions and if the Customer has obtained Gaz Technologies' express consent.

The Customer acknowledges to have checked the suitability of the Products and/or Deliverables to its needs. In case of doubt or need of information, the Customer undertakes to inform Gaz Technologies in order to obtain all necessary information on the Products and/or Deliverables so the Customer can order them well informed.

ARTICLE 3: INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary, all processes and techniques, as well as all knowledge and intellectual property rights implemented, developed or improved by Gaz Technologies in the context of Service performance and/or Product and/or Deliverables distribution and manufacture, remain its property or that of its suppliers.

The Customer shall refrain from reverse engineering, analysing the Product or Deliverables, or directly or indirectly allowing or causing the analysis of all or part of the Products or Deliverables.

The Customer grants Gaz Technologies and, where applicable, its subcontractors, a free, non-exclusive and non-transferable licence to use the intellectual property rights held by the Customer for the performance of the Services on behalf of the Customer, and where applicable in relation to the Specifications.

ARTICLE 4: PRICES – PROPERTY

Subject to article 4.1, all Orders for Service(s) and/or Product(s) will be payable net and without discount within thirty (30) days of the invoice date, unless otherwise agreed upon in writing by the parties.

Gaz Technologies reserves the right (i) to suspend or cease its Service and/or Product delivery, and/or (ii) to require payment in advance of any Order, including any other order, in the event of non-payment of any instalment or deterioration in the Customer's credit insurance cover.

The Customer may not grant any security interest on unpaid Products or Deliverables or transfer ownership thereof as collateral. Notwithstanding any resale, transformation, incorporation or use of the Products and/or Deliverables by the Customer, Gaz Technologies shall remain the owner of the Products and/or Deliverables until full payment of the agreed price.

Risks related to the Products and/or Deliverables are transferred to the Customer upon delivery according to the agreed Incoterm. If delivery is postponed at the request of the Customer, or for any other reason beyond Gaz Technologies' control, risks related to the Products and/or Deliverables will be transferred to the Customer on the initially scheduled delivery date.

4.1 PRICES

The price indicated on the Order is considered to be the price that Gaz Technologies and the Customer have agreed upon. Notwithstanding the foregoing, and subject to any other conditions agreed upon separately by the parties, Gaz Technologies reserves the right to monthly revise the price in the event on an increase of the prices based on the formula specified in the offer exceeds by more than three percent (3%) of the initial contract value. If not otherwise specified in the offer, the following formula shall apply:

$$PR=PO*(0,15+0,85*(0,5*(L1/L0)+0,5*(C1/CO)))$$

Where:

L0 is the last known LCI INSEE index at the time of the offer,

L1 is the last known LCI INSEE index at the time of the revision.

CO is the last known CPF 24.10 INSEE index (Identifiant 0105536479) at the time of the offer, where CPF means "Indice de prix de production de l'industrie française pour le marché français – CPF 24.10 – Produits en aciers inoxydables avec NI >= 2,5%"

C1 is the last known CPF 24.10 INSEE index at the time of the revision.

Any schedule changes not attributable to Gaz Technologies may be subject to a price revision.

A non-refundable deposit may be requested from the Customer to guarantee the execution of the Order. The amount of the deposit shall be determined in the relevant Order or, failing that, shall amount to fifty per cent (50%) of the price of the Product, as agreed between the parties. The deposit shall be payable immediately upon receipt of the corresponding invoice and the final payment for the relevant Order shall be due upon delivery of the Products.

The manufacture of the Deliverables ordered shall only start upon receipt of the deposit payment by Gaz Technologies, at which point the delivery period for the aforementioned Deliverables shall subsequently start.

Unless otherwise stated on the invoices issued by Gaz Technologies, no Customer discount will be granted for early payment of all or part of the sums due.

Prices are net and exclusive of tax.

Unless the parties agree to an Incoterm within the framework of a special contract that derogates from these General Terms and Conditions, any tax, bank charges, customs duties or other charges payable pursuant to regulatory provisions will be borne by the Customer.

If the company is placed under safeguard or receivership proceedings, deliveries will be paid, at Gaz Technologies' discretion, in cash or in advance, in accordance with applicable legal provisions.

4.2 LATE OR NON-PAYMENT

Any sum not paid as of the due date:

- renders all amounts owned to Gaz Technologies immediately payable, including those that are not yet due;
- authorises Gaz Technologies to suspend Service performance and/or Product delivery;
- authorises Gaz Technologies to recover Products and/or Deliverables that have not been paid for;
- results in the application of an interest rate equal to the main refinancing rate in force of the European Central Bank in force at the due date mentioned on the invoice, plus ten (10) percentage points.

Gaz Technologies will invoice the Customer for recovery costs pertaining to all or part of the sums due, it being understood that the minimum recovery fee is forty (40) euros for each invoice.

ARTICLE 5: COMPLETION OF PREPARATORY WORK

The Customer shall carry out, at its own expense, all work, modifications, adaptations, etc. (the «Preparatory Work») necessary to enable the delivery and installation of the Deliverables and the performance of the Services within the time limits agreed with Gaz Technologies.

Gaz Technologies shall in no event be liable for any non-compliance of the Deliverables or Services resulting from defects in the Preparatory Work and may refuse to perform the Services.

Gaz Technologies shall not be held liable for any subsequent delay in the performance of the Services and/or delivery of the Deliverables.

ARTICLE 6: DELIVERY

6.1 TERMS AND CONDITIONS – TRANSPORT

The Products and/or Deliverables will be delivered to the place indicated in the Order. In the absence of such indications, the Products and/or Deliverables will be delivered FCA (Incoterms ICC 2020).

6.2 DELIVERY TIMES

Delivery of the Products and/or Deliverables will, in principle, be made within the time period indicated in the Purchase Order confirmation.

Gaz Technologies shall do its utmost to respect delivery times. Nonetheless, delivery times are solely given as an indication. Therefore, late deliveries do not justify Order cancellation nor may they give rise to damages. Delivery dates may be postponed due to execution difficulties, an Order change accepted by Gaz Technologies, a shortage of raw materials, transport constraints or other reasons. The Customer will be informed of any delays as soon as possible. Compliance with the indicated delivery time is, in any event, subject to faultless cooperation between the parties. In this respect, the Customer agrees to provide Gaz Technologies with all necessary Order-related information.

In the event that Services are to be performed on Customer's premises, the Customer shall ensure that the representative of Gaz Technologies has access to said premises on the date and at the time specified by Gaz Technologies.

In the event of a Product and/or Deliverable delivery delay due to the Customer, including but not limited to in case of a delay by the Customer to enable access to the premises, Gaz Technologies is authorised to invoice the Customer for costs related to the storage of said Products and/or Deliverables for an amount of twenty (20) euros per square metre per day, any additional transport costs that may arise, as well as travel expenses for any Services not performed due to lack of access to the premises attributable to the Customer.

6.3 CONFORMITY

The Customer must verify, upon receipt, the qualitative and quantitative conformity of the Products and/or Deliverables. Acceptance of the Deliverables shall take place at the end of the Services performance by signing an acceptance report (procès-verbal de réception) drawn up jointly by the parties. Signing the acceptance report constitutes final and unconditional acceptance of the Deliverables, with the exception of any reservations expressly mentioned in the report. Interim reports may be drawn up under the conditions laid down by the parties, in particular in the Documentation.

It is expressly agreed that (i) minor reservations, understood as defects that do not hinder the normal use of the Deliverables and do not compromise their safety or their substantial compliance with the Documentation or Contractual Requirements, shall not justify a refusal to sign the acceptance report, and (ii) in the event of minor reservations, these shall be resolved by Gaz Technologies within a reasonable period agreed between the parties, without suspending the effects of acceptance.

In the event of refusal of acceptance due to major reservations, Gaz Technologies shall take action as soon as possible to remedy said reservations. Use of the Deliverables upon delivery implies automatic and unconditional acceptance thereof.

Should any Products be damaged and/or missing, the Customer must list its reservations and identify the damaged and/or missing Products, as well as their quantities, on the carrier's waybill and in the presence of the carrier. The Customer must also send, by registered letter with acknowledgement of receipt, confirmation of its reservations to the carrier as well as to Gaz Technologies within three (3) working days of receipt of said Products.

Claims for nonconformities that were not discovered within the time limit stipulated above, despite careful examination, must be made in writing and must reach Gaz Technologies within five (5) working days of the discovery of said non-conformities and, in any event, no later than thirty (30) days after the Customer has received the Products concerned.

It being understood that any claims made after the acceptance of the Products and/or Deliverables or once the Customer has resold the Products and/or Deliverables, or has transformed or treated them in any way, are null and void.

If no complaint has been made by the Customer within the deadlines indicated above, this will be considered as an absolute and unconditional waiver of its right.

If the Customer can prove that the Products and/or Deliverables do not comply with the specifications, Gaz Technologies may, at its discretion, replace the non-compliant Products and/or Deliverables at its own expense or refund the price paid by the Customer for said Products/Deliverables.

ARTICLE 7: WARRANTY

Subject to the limitations set out below, Gaz Technologies warrants that the Products comply with their specifications and/or that the Deliverables comply with the Documentation and Contractual Requirements for a period of one (1) month from the delivery of the Products and/or from the acceptance of the Deliverables, subject to any other period specified in the offer, contractual document or any document issued by Gaz Technologies. Gaz Technologies makes no express or implied warranty as to their potential market value, performance or fitness for a particular purpose. The Customer acknowledges that Gaz Technologies cannot foresee all the conditions under which Products and/or Deliverables may be used. Consequently, it is the Customer's responsibility, prior to any use, to carry out its own sampling tests to determine the safety and suitability of the Products and/or Deliverables in relation to its needs. Likewise, it is the Customer's responsibility to ensure that use of the Products and/or Deliverables for a given purpose, whether alone or in combination with other products complies with the expected needs of the Customer. Gaz Technologies shall not be liable for any claim of the Customer on the Products and/or Deliverables, in case the Customer did not carry out the aforementioned tests. Likewise, it is the Customer's responsibility to ensure that use of the Products and/or Deliverables for a given purpose, whether alone or in combination with other products, is not likely to infringe any pre-existing intellectual property rights. All information communicated by Gaz Technologies is given without any explicit or implicit guarantees.

The Customer undertakes to guarantee and hold harmless Gaz Technologies against any third parties' or its own insurers' direct and indirect claims related to the fulfilment of our obligations arising from this Purchase Order or any Order resulting therefrom, and which contravenes the conditions and limitation of responsibility of this clause. The Customer guarantees Gaz Technologies against all the consequences arising from infringement proceedings concerning the use of data or drawings that it transmitted.

The parties expressly agree to exclude any legal warranty, such as the guarantee of latent defects and the guarantee of defective products if the applicable law permit it.

The warranty automatically ceases to be valid for the non-conformities or defects:

- Resulting from improper storage conditions, poor maintenance or lack of maintenance or lack of inspection or incorrect installation made by the Customer or a third party, and in general resulting from any handling that does not conform to the contractual specifications or to the standard practice of the profession;
- Resulting, either in whole or in part, from normal wear and tear of the Products or Deliverables, from the deteriorations or accidents attributable to the Customer or a third party, and which have no connection with the Service provided or the delivery of the Products;
- Which have not been subject to an express reclamation by the Customer upon the delivery of the Product according to the dispositions of article 6.3;
- Resulting from any acts or changes on the Products and/or Deliverables by the Customer or any third party;
- Resulting from reassignment or rearrangement of the destination of the Products and/or Deliverables;
- For the non-conformities resulting, either in whole or in part, from a force majeure event;
- In the event of any non-payment, even partial.

ARTICLE 8: LIABILITY

Gaz Technologies' liability shall be limited for whatever cause, except for the personal injury and gross negligence, to material and direct damages. In any way, Gaz Technologies' liability is limited (i) for the supply of Products and/or Deliverables to the amount of the Order or when the liability is not linked to an Order, to the amount of the amount one order based on the average amount of the orders on the twelve (12) months preceding the claim or (ii) for the Services, to twice the amount of the Services defined and paid under the Order. Gaz Technologies' liability shall in no way cover consequential, incidental, special, punitive and indirect damages, including without being limited to, loss of business, loss of profits, loss of opportunity, commercial loss, revenue shortfall, claims from third parties, etc.

The Customer acknowledges that it is solely responsible for the proper functioning of the networks supplying the Deliverables and for the provision of consumables as recommended in the Documentation. Gaz Technologies shall not be liable in any way when Customer fails to do so.

Gaz Technologies is not responsible for any information provided by the Customer which is incorrect or protected by a third party's intellectual property right. The Customer remains responsible regarding the industrial result it seeks and for any omission in the information provided.

The Customer shall be liable for insuring any goods whatsoever being Gaz Technologies' property and left under the custody of the Customer for the performance of the Service and for its duration.

In the event that Gaz Technologies or one of its officers, employees or agents is subject to a summons, a court order, or any other request from a state authority or a court of law in the context of legal proceedings against the Customer, the latter shall indemnify and reimburse Gaz Technologies for all costs and expenses, including but not limited to reasonable legal fees and court costs, incurred by Gaz Technologies and/or one of its officers, employees or agents in connection therewith.

ARTICLE 9: INFORMATION

The Customer acknowledges that it is aware of the potential risks of Product and/or Deliverable use and that it is responsible for ensuring that its employees—as well as any other persons coming into contact with the Products and/or Deliverables are informed of these risks. The Customer acknowledges having received the Product data safety sheets and agrees to distribute them to its employees as well as any other persons potentially involved in Product use. Additional information is available from Gaz Technologies upon request.

ARTICLE 10: SUBCONTRACTING

Unless otherwise stipulated in the Order, Gaz Technologies may subcontract all or part of Service performance and Product and/or Deliverable manufacture and/or supply to a third party with comparable quality standards and bound by equivalent confidentiality rules.

ARTICLE 11: FORTUITOUS EVENTS AND FORCE MAJEURE

The following are contractually assimilated to force majeure and may constitute grounds for the termination or suspension of one of the parties' obligations: any event that the defaulting party could not reasonably have foreseen or controlled on the date hereof in view of the inevitable, unforeseeable and uncontrollable nature of the event in question, particularly government actions, war, terrorism, raw material shortages, failure on the part of the Parties' suppliers or subcontractors, transport interruptions, shortages or social actions, viral contamination, epidemics, earthquakes, fire, explosions, flooding, strikes, lockouts, embargoes, fortuitous occurrences, and any other cause beyond the reasonable control of the defaulting party, provided that the party invoking the force majeure event has promptly informed the other party and has made reasonable commercial efforts to avoid or remedy said force majeure event and provided that neither party may be obliged to settle a disruption or industrial dispute. If the force majeure event persists ninety (90) days after notification, either party may terminate the Order by registered letter with acknowledgement of receipt or equivalent, and said termination will take effect immediately.

ARTICLE 12: PERSONAL DATA

In the course of the relationship subject to these General Terms and Conditions, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the "Data Subjects") of the other party (hereinafter referred to as "Personal Data"). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time period needed to achieve the abovementioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation ("GDPR"). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to Gaz Technologies at the following address: contactRGPD@gaztechim.fr.

If the Supplier believes that its data protection rights have not been respected after contacting Gaz Technologies, the Supplier may submit a complaint to the relevant control authority.

ARTICLE 13: COMPLIANCE – EXPORT CONTROL

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the Sapin II Law, the duty of due diligence, the US Foreign Corrupt Practices Act of 1977, and the UK Bribery Act of 2010.

The Customer shall ensure that the markets, the end customers and/or the end use of the Products and/or the Services for which the Customer has requested Gaz Technologies Services are not subject to any sanctions, including but not limited to, national, European, international (UN), American (OFAC) or any other applicable sanctions.

When the Customer is not the end-user of the Products, the Customer undertakes to share with Gaz Technologies all information regarding the end-user and to comply with any aforementioned international applicable regulations.

The acceptance of any order by Gaz Technologies is subject to the «Know Your Customer» and export control processes, and the Customer must provide Gaz Technologies with all necessary documentation, including but not limited to, the identification documents of its directors or end-user certificate. Gaz Technologies reserves the right to refuse or cancel any order from the Customer in case of doubt regarding the Customer's identity.

ARTICLE 14: MISCELLANEOUS

Failure on the part of the Customer or Gaz Technologies to exercise a right, on any occasion, does not imply a waiver of the exercise of that right on another occasion.

Except in the case of prior written opposition by the Customer, Gaz Technologies is authorised to use the Customer's name in its commercial references, press releases and advertising leaflets, as well as on its website.

To the extent possible, these General Terms and Conditions will be interpreted in accordance with the law. If any of the clauses of these General Terms and Conditions are declared null and void by a final court decision, the nullity of this clause will not result in the nullity of these General Terms and Conditions: all other provisions will thus remain in force and the nullified clause be replaced by another clause, resulting in the same legal and economic consequences, by mutual agreement.

ARTICLE 15: JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions are to be governed and interpreted in accordance with the French law. The United Nations Convention on the International Sale of Goods shall expressly apply.

In the event of a dispute between Gaz Technologies and the Customer arising from or pertaining to these General Terms and Conditions, the parties shall attempt to resolve their disagreement by negotiation during a thirty (30) day period. In the absence of an amicable agreement, the dispute will be submitted to the exclusive jurisdiction of the registered office of Gaz Technologies.