TERMS AND CONDITIONS OF SALE

1- Preamble

EMG2 is a single-shareholder simplified joint-stock company incorporated under French Law, whose registered office is located at 15 avenue de Norvège – 91140 Villebon-sur-Yvette, registered in the Trade and Companies Register of EVRY under the number 414 070 011.

For the purposes of this document, the term 'Buyer(s)' or 'Customer(s)' means any entity or individual who intends to purchase or has purchased a product or service from EMG2 under these terms and conditions. The term 'Product(s)' refers to any product or service sold or provided by EMG2. The term 'Offer' refers to any commercial proposal issued by EMG2 on one or more Products.

The information contained in the catalogues, on the website or on any other advertising medium is given for information purposes only and does not bind EMG2 contractually.

The Customer declares that they have requested and obtained all the pre-contractual information and advice allowing them to fully take stock of the proposal made to them and ensure that the service meets their expectations.

2- Purpose and scope

These terms and conditions are applicable to Customers from their date of entry into force and replace the previous terms and conditions of sale established by EMG2.

These terms and conditions apply to all sales (Product or service) made by EMG2. These terms and conditions of sale may not be modified by contrary provisions in one of the Buyer's documents (for example, an order form or terms and conditions of purchase) without the express written agreement between the two parties.

3- Orders

Sales are only final after express written acceptance of the Customer's order by EMG2, which will ensure, in particular, the availability of the Products requested. For all orders, it falls to the Customer to indicate the Offer reference or the contract from which it has been issued or, failing that, to recall the terms. Orders must be confirmed in writing, by means of an order form duly signed by the Customer, which can be sent to EMG2 electronically. The order is considered definitive when the Customer receives an acknowledgment of receipt from EMG2, which is the only document evidencing the agreement between EMG2 and the Customer.

4- Cancellation

Orders are non-cancellable, non-refundable and cannot be postponed unless otherwise specified in the Offer.

EMG2 reserves the right to cancel any order without penalty or other obligations in the event of force majeure, or if the Product becomes impossible to produce or a deliver. In the event of non-payment of the balances contractually due, EMG2 reserves the right to terminate the Order and retain the penalties due on the payments already made.

5- Prices

Prices are net and in EURO (unless otherwise stated in the Offer), for unpackaged Products, made available on the premises of EMG2 excluding taxes, customs duties or taxes of any kind. Any duties or taxes that EMG2 will have to pay on behalf of the Buyer will be re-invoiced to the Buyer. The Buyer's obligation to pay the price includes the obligation to take all measures and complete all formalities necessary for payment of the price. The costs of delivery, logistics and packaging are the responsibility of the Buyer unless expressly agreed between the parties.

The delivery conditions and other shipping costs are specified in the Offer and the Buyer is free to accept such conditions or to propose another delivery method at their own expense. If the Buyer accepts the delivery conditions proposed by EMG2, the latter reserves the right to define the delivery method it deems most appropriate in order to guarantee delivery under the best conditions.

EMG2 reserves the right to modify its prices, in particular to compensate for any inflation or economic factors that may have changed. The price information is given for the quantities indicated in the Offer. In the event of an order relating to quantities different from that of the Offer, EMG2 reserves the right to modify the unit prices accordingly.

The fixed development costs for a specific Product will be indicated on the order and will be invoiced in the same way.

6- Delivery times

The time indicated takes into account the current load (for EMG2 and its suppliers) as well as the estimated load during the validity of the Offer. However, this time remains approximate and will only be confirmed when the order acknowledgment is issued by EMG2.

Any delivery delays will not give rise to any compensation, nor can they be considered as a reason for cancelling an order. If a delivery delay is attributable to the Buyer, the Product will be stored at the expense, risk and peril of the Buyer, the latter remaining bound by the payment terms initially agreed between the Parties.

7- Force majeure

EMG2 will be released from its obligations in the event of force majeure. Cases of force majeure are in particular those recognised as such by the courts of French case law, including total or partial labour strikes, floods, fires, mobilisation, war, epidemics, pandemics, interruption of transport, shortages of raw materials, personal injury or similar situations.

8- Inspection, acceptance and conformity of equipment

EMG2 cannot be held liable for damage caused during transport. If the packaging shows visible damage, the Customer must immediately notify the carrier of its reservations.

Apparent defects: The Customer has 30 (thirty) days from the date of delivery to accept the delivered equipment and to notify EMG2 in writing of any apparent defect or apparent non-conformity. After this period, EMG2 cannot be held liable for apparent defects.

Hidden defects and non-conformities: Hidden defects and non-conformities that could not have been detected by a reasonable inspection at delivery remain covered by the statutory warranty of conformity and the contractual warranty provided for in Article 17. They are not subject to the 30-day time limit above.

In any event, neither EMG2 nor its suppliers can be held liable in any way for loss or damage caused by misuse of the delivered equipment.

9- Transfer of risks

The risks of the Product are transferred to the Buyer as soon as the Product is made available to the Buyer, ex-factory (or according to the incoterm negotiated during the order). The Buyer must take out an appropriate insurance policy, at their own expense, covering all the Product's risks for the value of the invoice until final payment for the Product.

10- Ownership

The transfer of ownership of the Products only occurs after full payment of the associated invoices. It is expressly agreed that EMG2 retains ownership of the Products until full payment and reserves the right to use any means to recover, have recovered or claim any unpaid Product. As long as the property has not been duly transferred, the Buyer is strictly prohibited from offering the Product as a guarantee, or from using it, in particular from reselling or processing it. In the event of seizure of the Product by a third party, the Purchaser undertakes to immediately inform EMG2.

Upon transfer of ownership, EMG2 also transfers its responsibility to the Buyer for the management of electrical and electronic equipment waste, in particular with regard to packaging, transport and processing.

11- Payment terms

Any payment or transfer of money, whatever it may be, to EMG2 will justify the establishment of an invoice. Unless otherwise stipulated and mutually agreed when the order is accepted, invoices are payable in EUROS to EMG2. Payment will be made net 30 days from the date of invoicing by EMG2. In the event of non-payment within 30 days net, monthly interest will be applied to all of the sums remaining due according to the legal rate in force (related to European regulations). Payment will preferably be made by transfer from account to account, according to the terms of payment indicated by EMG2 on these invoices. In the event of late payment, late payment interest will be charged (lump sum of €40 as compensation for recovery costs and payment of compensation for recovery costs of 4% on the amount of sums due).

12- Buyer's obligations to comply with import/export regulations

The Buyer agrees to act in accordance with European Union export control regulations and all other applicable export control laws and regulations. They will only export the Products, hardware or software (including any information related thereto) provided under the Order, directly or indirectly, on the sole condition that such export fully complies with all such regulations.

The Buyer undertakes to inform EMG2, when placing the order, of any intention to export the Products to a third country, so that EMG2 can check that the transaction complies with the applicable regulations.

The Buyer further acknowledges that EMG2's security control policy is to restrict sales for use in connection with the development, manufacture and/or use of any weapon of mass destruction, including biological weapons. EMG2 reserves the right to require the Buyer to provide evidence of the end use, the end user and any other information needed for export controls and security control policies. In addition to any other rights EMG2 may have, EMG2 reserves the right to suspend its obligations and/or terminate the Offer or the Order, without liability or obligation to the Buyer, if the Buyer breaches its obligations under this section.

13- Confidentiality

As part of the commercial relationship between the various parties aimed at establishing an Offer or executing an Order, the exchange of certain confidential information may be required. Such an exchange may require the prior establishment of a confidentiality agreement (NDA) which must be put in place and signed by the parties before any communication of confidential information. The Customer confirms that they are aware of these provisions and that they will put everything in place on their side to meet their obligations. No order can be cancelled under this pretext.

In general, the Customer undertakes to maintain total confidentiality with regard to the documents, data or the nature of the Products or services provided by EMG2 within the framework of the commercial relationship established between the parties.

The confidentiality obligations set out in this article shall not conflict with any disclosure obligations that may be imposed by law or by a competent regulatory authority in the context of combating corruption or money laundering.

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14- Intellectual property and counterfeiting

Some Products marketed by EMG2 are subject to intellectual property or industrial property. EMG2 and/or its suppliers retain all industrial and intellectual property rights relating to the Products, services, photos and documentation, which may not be used, communicated or transferred under any circumstances, without the express agreement of EMG2 or its suppliers. The Customer is prohibited from any reverse engineering of the Products offered for sale by EMG2. EMG2 declares that it has implemented an internal policy and with its suppliers in order to fight against any counterfeiting of the Products marketed and to protect itself from any infringement of industrial and intellectual property rights. The Products marketed generally have a serial number allowing them to be traced. A certificate of conformity may also be provided at the Customer's request.

15- Corruption

EMG2 confirms that it has implemented an internal policy respecting the laws in force in France concerning corruption and transparency, including the Sapin law II. Such a policy is applied firstly with all its suppliers and its Customers, which implies that no implicit or explicit agreement, or material or financial compensation, will be able to promote the obtaining of commercial agreements of any kind. Secondly, EMG2 declares that no payment or transfer of money can be made outside of the official invoices issued by EMG2. Such payments will preferably be made by bank transfer or cheque to or from the official bank details of EMG2 associated to its registered office, indicated on its invoices.

16- Personal data

Customer Data is and will at all times remain the property of the Customer. EMG2 does not engage in any commercial exploitation or data sharing. EMG2 does not disclose Customer data to third parties. EMG2 undertakes to keep this data confidential, not to make- excluding for technical or backup requirements- any copy of the data for any commercial use with third parties or any other use than that provided for to carry out the contract.

The Customer data collected when the contract is concluded are subject to the provisions of Law No. 78-17 of 6 January 1978 relating to data processing and freedoms and to the GDPR regulations in force. The Customer therefore has a right of opposition or modification provided for in Article 38 of the Law as well as a right of withdrawal provided for in Article 40 of the Law.

17- Warranty and responsibilities

The Products sold by EMG2 are under warranty for one (1) year from the date EMG2 makes the Product available to the Buyer, unless the Offer contains specific terms. The warranty applies only to normal use of the Product.

No warranty applies in cases of misuse, negligence or lack of maintenance by the Customer, nor in cases of normal wear and tear of the Product or force majeure. The warranty does not apply if the Products have been used abnormally or in conditions other than those for which they were manufactured, in particular if the conditions set out in the user instructions have not been followed. Finally, this warranty also does not apply to damage or accidents resulting from impact, a fall, negligence, lack of supervision or maintenance, or modification of the Products. Unless EMG2 expressly agrees otherwise, replacing the Products or defective parts of the Products under warranty does not extend the warranty period set out above.

18- Repair service - RMA procedure

In the event of an anomaly or defect found in the Products, whether under warranty or out of warranty, repair or replacement services may be offered by EMG2 and its suppliers. A return merchandise authorisation (RMA) will then need to be established. This is available on the website www.emg2.com or on request. The Buyer is invited to consult and respect this RMA procedure before returning any Product to EMG2.

19- Safety

The Products offered for sale by EMG2 are intended exclusively for professional use. Every Order assumes that the Products will be used and handled by qualified operators who are of legal age, properly trained and familiar with such Products. Any breach of this provision releases EMG2 from all liability for the consequences of such misuse or mishandling of the Products.

20- Unforeseeability

These General Terms and Conditions of Sale expressly exclude the unforeseeability regime provided for in Article 1195 of the French Civil Code for all sales or repairs of the Products. EMG2 and the Customer therefore waive the right to rely on Article 1195 of the French Civil Code and the unforeseeability regime it provides for. They undertake to perform their obligations even if the contractual balance is upset by circumstances that could not be foreseen when the sale was concluded, or if performance becomes excessively onerous. They also undertake to bear all the resulting economic and financial consequences, up to the value of the Products as defined in the Order.

21- Due diligence and end use

The Buyer undertakes to comply with all applicable national and international laws and regulations relating to export control, including, but not limited to European Union regulations and US regulations (EAR).

For any order of Products that may be subject to export control regulations (dual-use goods, sensitive technologies), the Buyer must provide, before shipment, a written statement certifying the civil and lawful end use of the Products, the identity of the end user, and any other information needed to meet export control obligations. EMG2 may also request this statement for any other order.

EMG2 reserves the right to refuse or cancel any order, without compensation, if the Buyer fails to provide this information or if EMG2 reasonably believes that the transaction presents a risk of violating these regulations or EMG2's ethical principles.

22- Ethical and social commitment

EMG2 is committed to complying with international principles on human rights and labour rights, as set out in the OECD Guidelines for Multinational Enterprises. EMG2 expects its partners and suppliers to share this commitment and, in particular, to respect the prohibition of forced labour, child labour and all forms of discrimination, and to ensure safe and dignified working conditions.

For each order, the Buyer declares that the Products purchased are not intended for use in connection with human rights violations. The Buyer is deemed to have accepted this declaration when it validates the purchase order.

Any breach by the Buyer of the undertakings set out in Articles 21 and 22 is a serious breach of these terms and conditions. In that case, EMG2 may suspend any pending order and terminate the orders concerned automatically, without compensation or notice.

23- Legal liability

These terms and conditions and any special conditions constitute the rules governing the reciprocal obligations between the parties. The conditions must be interpreted in accordance with the law applicable in France, excluding any rules of conflict with international laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and related transactions.

Whatever the subject of the dispute that may arise between EMG2 and its Customers, linked to the conclusion of a possible agreement, the liability of EMG2 cannot exceed the sums paid within the framework of this agreement.

If mediation is not possible, disputes will be brought before the courts of Paris, deemed to have sole jurisdiction.

24- Applicable law - Contract language

These terms and conditions and the transactions arising therefrom are governed by and subject to French law. They are written in French. If they are translated into one or more languages, only the French text will prevail in the event of a dispute.

25- Customer acceptance

These terms and conditions are expressly approved and accepted by the Customer, who declares and acknowledges having perfect knowledge of them, and therefore waives the right to rely on any contradictory document and, in particular, their own terms and conditions of purchase, unless specifically agreed in writing by the parties at the time of the Order or if a specific contract has been established beforehand between the parties.