

8. WARRANTY – LIABILITY – WITHDRAWAL & RECALL – SPARE PARTS:**8.1. Warranty**

8.1.1. TECOFI guarantees the Products for a period of twelve (12) months as from their availability, for any defect that is not visible upon the availability or the delivery of the Products (any visible defect should give rise to reservations as stipulated in article 6).

This warranty may only be implemented in the case of proof of the defect by the Customer and in the case of written recognition of the defects attributed to the Product by TECOFI, in accordance with the provisions of this article.

8.1.2. In the case of a hidden defect, the Customer is required to inform TECOFI in writing, immediately and within seventy-two (72) working hours at the latest, of the discovery of the defect, indicating compulsorily the references of the Products and the number and date of the Order in question.

The Customer is thus responsible for providing all proof regarding the reality of the hidden defects observed and the fact that they are attributable to the Product; the costs of all checks or analyses performed directly by the Customer are borne by the latter. The Customer should grant TECOFI with the possibility of identifying the batch of Products in question and of checking the alleged facts in order to rectify them. TECOFI reserves the right to make any observation, check and analysis directly or by any intermediary of its choice, in the place in which the Products in question are stored and, where appropriate, in the Customer's premises or in any other agreed place.

In the event of a hidden defect attributable to the Product and acknowledged by both parties, TECOFI undertakes to repair the faulty Product or to replace it, with the exclusion of any other solution. In the event that the Product to be replaced is no longer available for sale by TECOFI, TECOFI reserves the possibility to replace the Product under warranty with a Product of similar quality.

Subject to the application of public policy rules, TECOFI may not at all be required to pay any amount of damages whatsoever in the case of occurrence of a hidden defect making the Product unfit for its purpose.

In any event, TECOFI may not, under any circumstances, be required to dismantle the faulty Product, at its cost, or to assemble the replacement Product in the Customer's equipment.

8.1.3. The warranty does not apply, automatically:

- to elements which, due to their materials or their purpose, undergo natural wear and tear;
- to situations of deterioration or accident due to an amendment or intervention by the Customer or a third party on the Product, lack of respect by the Customer of the installation, use or maintenance instructions, faulty surveillance, storage or servicing, Customer's negligence, an installation or use that does not comply with professional methods or that does not respect the technical characteristics of the Product and in particular the maximum working temperature and/or maximum working pressure, or if it is diverted from its usual purpose or in the case of occurrence of a pressure surge or cavitation damage or excessive speed of the fluids or lack of respect of the usual security distances;
- in the case of total or partial lack of payment by the Customer.

8.2. Liability

8.2.1. TECOFI's liability may only be incurred by the Customer subject to the latter proving a fault attributable to TECOFI, a prejudice and a causal link between the fault and the prejudice.

In any event, TECOFI may only accept to bear compensation for a foreseeable, certain, direct, material and physical prejudice – with the exclusion of any unforeseeable, indirect, immaterial, intangible or hypothetical prejudice – with a sufficient causal link with TECOFI's breach of its obligations.

TECOFI may not, under any circumstances, accept the application of predefined penalties that are unconnected to the reality of the prejudice caused. Moreover, the Customer undertakes, in any event, to enable TECOFI to check the reality of the claims made.

8.2.2. TECOFI's liability may not be incurred, in any event, without this list being complete:

- in the case of lack of compliance of the Products with standards and regulations that enter into force after acceptance of the Order,
- in the case of poor storage and/or warehousing of the Products,
- in the case of poor installation, putting into service and/or handling of the Products by the Customer,
- in the case of use of the products in abnormal conditions.

The opinions and advice, technical indications, proposals, instructions, etc., that TECOFI gives may not incur TECOFI's liability in relation to the Customer.

8.2.3. Subject to the application of public policy provisions, any claim that the Customer may raise against TECOFI, regardless of the cause and nature of this, is statute-barred after a period of one (1) year as from the damaging event of the claim.

After this period and as a special exception to the provisions of article L.110-4 of the French Commercial Code, any legal action that may be taken by the Customer against TECOFI will be automatically statute-barred.

TECOFI's liability is, in any event, capped at an amount equal to the amount of the Orders sent by the Customer in the twelve (12) months prior to the date of availability of the litigious Products.

8.3. Withdrawal & Recall

Any withdrawal-recall procedure of Products will take place with close liaison between the Customer and TECOFI, with a view to ensuring efficiency, reactivity and proportionality. In this respect, the Customer undertakes to inform TECOFI of any fault or defect affecting its Products and which may justify a withdrawal or recall procedure, immediately and within twenty-four (24) hours at the latest as from the discovery of such fault or defect.

In the event of a withdrawal or recall procedure, TECOFI may only be required to bear the direct expenses and costs of the procedure, with the exclusion of any indirect, immaterial and/or unforeseeable damage and subject strictly to the fault resulting from a breach or infringement that is attributable to TECOFI. All expenses and costs related to a withdrawal or recall procedure implemented by the Customer, in accordance with the precautionary principle, shall remain exclusively borne by it when no fault or defect attributable to TECOFI affects the Product. All communication from the Customer on the quality of the Products may only take place with TECOFI's specific, written consent.

8.4. Spare parts

TECOFI indicates to the Customer the date until which the spare parts, essential for using the Products, are available on the market. TECOFI undertakes to provide available spare parts to the Customers requesting them, which are essential for using the Products, within a period of two (2) months, or to offer to replace the whole Product.

9. RESERVE OF TITLE:

TECOFI MAINTAINS THE OWNERSHIP OF THE PRODUCTS SOLD UNTIL FULL PAYMENT OF THE PRICE. Bills of exchange or other titles creating an obligation to pay do not constitute a payment as specified in this article. Throughout the reserve of title period, as the risks are transferred in accordance with the terms and conditions stipulated in article 5 of the GTS, the Customer, as custodian, should insure the Products against all risks of damage or responsibility, and in particular take out a civil liability insurance policy covering, at least, the price of the Products under reserve of title, from a reputedly solvent insurance company. The Customer undertakes to allow the identification and claim of the Products delivered, at any time. The parties specifically agree that the Products stored with the Customer are deemed as corresponding to the outstanding invoices.

The Products held under reserve of title must be returned immediately to TECOFI, upon the latter's first written claim or that of its representative.

The Customer is authorised to resell or transform the Products delivered in the normal course of its business. Where appropriate, the Customer undertakes to transfer its receivables to TECOFI on sub-purchasers up to the amounts owed. The Customer undertakes to inform any third party, in particular in the case of a seizure, of the fact that the Products under the reserve of title clause belong to TECOFI and to inform TECOFI immediately of any seizure or similar operation. Moreover, the Customer is forbidden from giving the ownership of the Products as a security or transferring it as a guarantee.

In the event of lack of payment by the Customer, the latter is forbidden from using, directly or indirectly, the studies performed by TECOFI. Moreover, the Customer must return the studies upon TECOFI's first request.

10. CONFIDENTIALITY – INTELLECTUAL PROPERTY:

10.1. The Customer is banned from disclosing, using, transferring, communicating, operating, directly or indirectly, without this list being complete, the samples, technical forms, studies, instructions, Price Offers or any other document or information provided during the partnership between the Customer and TECOFI. This obligation shall continue to apply for five (5) years after termination of the commercial relations for any reason whatsoever. The confidential information provided by TECOFI must be returned to it upon first request.

10.2. The Customer acknowledges that TECOFI holds all of the intellectual property rights on the Products and studies provided to the Customer and that no right to use or reproduce the said rights is granted to the Customer, unless otherwise agreed in writing beforehand. Any transfer of these rights, even free of charge, must be stipulated in a written

agreement specifying in particular the term of the transfer, its scope, its purpose, etc. Generally speaking, the Customer undertakes:

- not to alter any of TECOFI's intellectual property rights and not to use them improperly in a way that would discredit or reduce the value of TECOFI's Products and studies;
- to use the up-to-date graphic charters, systematically, related to the TECOFI Products and studies, available upon simple request;
- not to generate any risk of confusion, for third parties, in any way whatsoever, between the Customer's products and TECOFI's Products and studies;
- not to reproduce all or part of the intellectual property rights owned by TECOFI, or to have them reproduced, under penalty of legal proceedings and/or to transfer any information of any kind whatsoever to third parties enabling the total or partial reproduction of these rights.

In the event that the Customer becomes aware of a risk of infringement of the intellectual property rights held by TECOFI, the Customer should inform TECOFI of the same immediately by fax or by email, confirmed by registered letter with confirmation of receipt.

In the event of the infringement by the Customer of the obligations stipulated in this article, TECOFI reserves the right to suspend any Order in progress, immediately, without prejudice to any court action and claim for damages.

11. FORCE MAJEURE EVENT:

The performance by the parties of their obligations will be suspended in the case of occurrence of a force majeure event as stipulated in article 1148 of the French Civil Code which may hinder or delay the performance. The party undergoing the force majeure event will inform the other party, in writing, as soon as possible and within forty-eight (48) hours at the latest.

The following are considered automatically as constituting force majeure events (this list is not complete): fire, total or partial strike, terrorism, war, political events, blockade, legal or regulatory amendment, natural disasters, irregularities in deliveries of raw materials and any impossibility of taking supplies.

In the event that this suspension may continue beyond a period of thirty (30) days, the other party may terminate the Order, automatically, by sending a registered letter with confirmation of receipt.

12. CANCELLATION CLAUSE:

In the event of lack of performance by the Customer of any of its obligations, the Order may be cancelled by TECOFI eight (8) days after sending formal notice to respect the obligations, remaining unanswered. The Products should then be returned upon first request, at the Customer's cost and risk, without prejudice to any damages that may be claimed from the Customer by TECOFI.

13. MISCELLANEOUS TERMS:

The fact that TECOFI does not take advantage, at a given time, of one of the provisions of the GTS may not be interpreted as a waiver by TECOFI of the possibility to take advantage of such provision at a later date.

14. JURISDICTION:

The relations between TECOFI and the Customer are governed by French law, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980).

ALL DISPUTES ARISING BETWEEN THE PARTIES REGARDING THEIR COMMERCIAL RELATIONS AND RELATED IN PARTICULAR TO THE GTS AND/OR ORDERS, REGARDLESS OF THE PLACE OF DELIVERY, THE MEANS OF PAYMENT ACCEPTED, AND EVEN IN THE EVENT OF AN INTRODUCTION OF THIRD PARTIES AND/OR SEVERAL DEFENDANTS, WILL BE REFERRED TO THE COURTS WITH JURISDICTION IN THE PLACE OF TECOFI'S REGISTERED OFFICE.

15. DATE OF APPLICATION

The GTS apply as from 1st January 2022. The GTS cancel and replace all other previous general terms that may be indicated in our documents and agreed by any other means. They will continue to apply until the date of application of any new general terms of sale.

Customer's signature and initials