

GENERAL CONDITIONS OF SALES AND SERVICES

DUNASYS INGENIERIE

1 - GENERAL PRINCIPLES: These general conditions (hereinafter the "General Conditions") are written in French in their original version which alone is authentic and prevails over any other version. They apply in their entirety to all services granted to Customers of DUNASYS INGENIERIE. They prevail over any general purchasing conditions or any other documents emanating from the Customer, whatever the terms, unless otherwise expressly agreed by DUNASYS INGENIERIE.

These general conditions constitute, together with any special conditions where applicable in the offer made by DUNASYS INGENIERIE to the customer, the only clauses of the sales contract.

Consequently, the fact that the Customer places an order with DUNASYS INGENIERIE implies full and unreserved acceptance by the Customer of the DUNASYS INGENIERIE prices and these General Conditions, the acknowledgment by the Customer of having full knowledge of said General Conditions, and the waiver of its own general conditions of purchase. Conversely, the fact that DUNASYS INGENIERIE does not avail itself at a given time of any of the provisions of these General Terms and Conditions cannot be interpreted as a waiver of subsequently invoking the provisions in question.

2 - ORDERS: Our offers, quotes and proposals are valid for one month from their date of issue, unless there is a significant change in economic and social conditions. Our work and services are initiated upon receipt in our offices of a duly signed order form, mentioning the number of our offer and the corresponding amount. Payment of a deposit on order can also be requested. The establishment of an order form implies acceptance of all of these general conditions.

3- ORDER MODIFICATION OR CANCELLATION: any modification or cancellation of an order by the customer can only be taken into consideration following the sending of a registered letter with acknowledgment of receipt to the head office of DUNASYS INGENIERIE and as long as the services or supplies will not have been launched. If, for any reason whatsoever, the order should be interrupted, canceled or postponed for more than two months, any phase started would be due to us in full, by cash payment. If the customer unilaterally withdraws from the contract, DUNASYS INGENIERIE is also entitled to be compensated for the damage suffered as a result of this departure or for part of its loss of earnings.

Any modification of the order occurring at the Customer's request during the performance of the Service by DUNASYS INGENIERIE will result in the issuance of an amendment to the offer and will consequently modify the delivery times initially set.

DUNASYS INGENIERIE will be entitled to make reservations or refuse the order if its realization requires an adaptation of the production capacities of DUNASYS INGENIERIE or risks affecting the completion of orders from other Customers.

In the event that the order relates to Products that may be considered specific (High-value Products and High-tech Products in particular), the Customer undertakes to inform DUNASYS INGENIERIE sufficiently in advance so that DUNASYS INGENIERIE can make all arrangements, accordingly (insurance ...).

4 - PRICE: Invoices are established at the price in force on the day of the order. The price is exclusive of VAT in € (Euros) and DAP Incoterms CCI 2020 France. Any tax or duty, duty or other service that may be due in view of the production and delivery of the Products will be payable by the Customer, at the rate in force on the day of invoicing.

The Company reserves the right to modify its prices at any time for the future.

5 - TIMES - DELIVERY: The delivery deadlines are fixed in agreement with the Customer, and except later modification as above. The Products will be supported

by DUNASYS INGENIERIE and delivered by the carrier in the same place, which will be designated by the Customer at the time of placing the order and may be its factories, warehouses or head office. The choice of the carrier and the mode of transport used for the delivery of the Products will be freely made by DUNASYS INGENIERIE.

DUNASYS INGENIERIE is committed to diligently carrying out the mandates assumed by contract. The execution times indicated by DUNASYS INGENIERIE are given only as an indication. In the event of any delay, the customer does not have the right to claim damages or compensation for any reason whatsoever.

6 - TRANSFER OF RISKS: The Products travel at the risk and peril of the Customer. Thus, from the date of taking charge of the Products by the carrier to the place of delivery designated by the Customer, the Products are in the custody of the Customer who must bear the risks they may undergo or cause, for whatever reason. This is, including in the event of force majeure, fortuitous event or the act of a third party.

7 - COMPLIANCE - RECEPTION: The number and condition of the Products must be verified by the Customer at the time of delivery. The confirmation of the conformity of the delivery with the order will be materialized by the affixing of the unreserved signature of the Customer on the delivery slip presented by the carrier (hereinafter the "Delivery slip") or on the receipt slip. / delivery attached or sent by DUNASYS INGENIERIE to the customer at the same time as delivery.

In the case of software services or delivery, compliance will be materialized by the absence of a complaint email from the customer to DUNASYS INGENIERIE within (2) two weeks of delivery. The work provided is considered to have been received and DUNASYS INGENIERIE no longer incurs any liability except within the limits of Article 8 of these general conditions.

The Products traveling at the risk and peril of the Customer, it is up to the latter in the event of damage or failure to make any necessary finding, reservation or dispute on the Delivery Note and to confirm these findings, reservations or disputes by extrajudicial act or by registered letter with acknowledgment of receipt from the carrier within 24 hours of receipt of the goods.

In addition, these findings, reservations or disputes must be brought to the attention of DUNASYS INGENIERIE by email sent within a maximum period of 48 hours from the date of delivery.

Failing compliance with these conditions, the Products, software or services will be deemed to comply and DUNASYS INGENIERIE cannot be held liable, the Customer being held responsible for any damage suffered by DUNASYS INGENIERIE due to non-compliance with this procedure.

DUNASYS INGENIERIE reserve the right to carry out any on-site verification.

8 - RESPONSIBILITIES: DUNASYS INGENIERIE is responsible for the diligent execution of the work contractually assumed. The customer has the right to invoke faults at the place of DUNASYS INGENIERIE by doing so in writing as soon as the error is discovered. This right is extinguished, however, to the extent that it is not exercised within a maximum period of six months after delivery of the results of the work. The result of the services provided by DUNASYS INGENIERIE is communicated to the customer for information purposes only, the customer remains solely responsible for their implementation and the direct or indirect consequences thereof as well as for the placing on the market and / or the 'use of products based on the results of work carried out by DUNASYS INGENIERIE.

Unless there is an explicit clause, the products delivered by DUNASYS INGENIERIE must only be used by trained personnel and under strictly controlled conditions. Consequently, the customer assumes sole responsibility for their use from the date of delivery.

DUNASYS INGENIERIE will not assume any responsibility for any direct or indirect damage whatever the origin, such as material damage, bodily injury, third party claim, loss of profit, loss of use, loss of production, penalties etc .; We also ~~decline all responsibility for any incident or damage caused by the products /~~

software that we sell after modification or manipulation by third parties. In the event of a conviction for any reason whatsoever, the sums charged to DUNASYS INGENIERIE may not be greater than the value of the goods or services delivered by DUNASYS INGENIERIE.

In the event that DUNASYS INGENIERIE is not able to perform or complete the Service agreed with the Customer for whatever reason, it is expressly provided that DUNASYS INGENIERIE's liability may not exceed the price that this Service would have been invoiced if it could have been carried out or completed and this, as a lump sum compensation for any damage, including commercial.

9-GUARANTEE: In accordance with the law, DUNASYS INGENIERIE assumes the guarantees of conformity and relating to hidden defects.

Unless otherwise provided in the offer, DUNASYS INGENIERIE's commercial warranty applies to all supplies from DUNASYS INGENIERIE, for a period of 6 months from their delivery date for the software and 1 year for the hardware in particular the recording boxes marketed by DUNASYS INGENIERIE.

Regarding the recorder boxes marketed by DUNASYS INGENIERIE, the warranty will start to run from, depending on the option chosen by the Customer, the date of installation of said boxes if this installation is operated by DUNASYS INGENIERIE or its service provider, or the date of receipt of the boxes by the Customer if their installation is operated by the latter or his service provider.

This warranty covers any damage to the box that may have occurred during its use by the Customer, provided that the damage occurred during normal use of the box.

In the event that one of the boxes purchased by the Customer proves to be defective during use, DUNASYS INGENIERIE will pay for its replacement, subject to compliance with the following terms and conditions:

(i) the Customer must have notified this defect and returned the box to DUNASYS INGENIERIE before the expiration of the commercial warranty;

(ii) the returned box must be complete and accompanied by its invoice and serial number.

(iii) the Customer will be required to provide any justification as to the reality of the defects or anomalies observed;

(iv) the defect of the box must not be attributable to the Customer or any intermediary.

In this regard, it is expressly specified that DUNASYS INGENIERIE will not take into account the requests for replacement of the boxes made by the Customer during the term of the commercial warranty, in cases where:

- The part to be replaced has already been replaced by a part which is not original;
- The installation of the part was not carried out in accordance with the procedures determined by DUNASYS INGENIERIE;
- The installation was not carried out by professionals approved or recommended by DUNASYS INGENIERIE;
- The original technology has been modified by another provider;
- Abnormal physical or electronic stress has been recorded on the technology;
- The installed solution has been intentionally vandalized.

If the conditions of the commercial warranty are met, DUNASYS INGENIERIE will replace the defective unit free of charge as soon as possible, and at the latest within 15 days.

At the end of the one (1) year warranty period, the maintenance and repair costs of the boxes will be the responsibility of the Customer on the basis of the rates in effect on the day of the intervention.

It is expressly agreed between the Parties that the Customer may not claim the payment of any compensation due to the defect of the boxes except in the event of ~~gross negligence or proven fraud by the company DUNASYS INGENIERIE.~~

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DUNASYS INGENIERIE guarantees the integrated software against any lack of conformity with the corresponding initial requirements, as well as against all latent defects, in particular bugs.

Regarding software, DUNASYS INGENIERIE undertakes to respect a study period of 13 working days at most. This corresponds to 5 days for diagnosis following receipt of an incident sheet at DUNASYS INGENIERIE plus 8 days for the implementation of a corrective proposal.

The warranty period is automatically extended from the period of coverage of an event covered by the DUNASYS INGENIERIE warranty.

10 - PAYMENT: Invoices are issued either on the day of delivery, or in the following days. In agreement with the Customer, the billing methods may be different.

They are payable at 30 (thirty) day end of month on the 10th of the following month, from their date of receipt. Unless specifically agreed with the Client contracted in the offer.

No discount will be granted for early payment.

Invoices are paid by any means of payment commonly accepted by commercial usage. Invoices are payable at the head office of DUNASYS INGENIERIE in the hands of any person designated in advance by DUNASYS INGENIERIE.

If an invoice is not fully paid by the expiration date of the aforementioned payment period, DUNASYS INGENIERIE reserves the right to claim late payment penalties for the remaining amounts due from the 1st day following this due date, this without any prior notice being necessary and without prejudice to any damages. In addition, DUNASYS INGENIERIE may decide to terminate the customer's order.

The amount of said late payment penalties will be calculated by applying to the sums still due an interest rate equal to 3 times the legal interest rate.

The amount of the lump sum compensation for recovery costs due to the creditor in the event of late payment will be € 40, in accordance with Articles L.441-6 and D.441-5 of the Commercial Code.

In addition, in the event of late payment and more generally in the event of non-compliance with any of the provisions of these General Conditions by the Customer, DUNASYS INGENIERIE reserves the right to refuse any new order issued by this Customer.

11 - CONFIDENTIALITY: In the event that it is the Customer who transmits to DUNASYS INGENIERIE its own procedures for carrying out the Service, DUNASYS INGENIERIE undertakes not to communicate to third parties the information or documents that will have been brought to its knowledge by the Customer on this occasion.

12 - REFERENCING: Unless the Customer expresses his opposition in writing, DUNASYS INGENIERIE will be entitled to mention his name among the commercial references that DUNASYS INGENIERIE may be required to quote or edit.

13 - FORCE MAJEURE : DUNASYS INGENIERIE reserves the right to suspend all or part of the Service in the event of an event of force majeure or fortuitous event such as (and without this list being exhaustive) in particular embargo, shortage of raw materials, strike within it or at a supplier or means of transport, total or partial destruction of premises or installations, lock-out, exceptional weather, acts of government of a fiscal or customs nature. The presence of a virus described as a pandemic by the authorities (such as covid19), or even of confinement ordered by the authorities and lasting beyond 1 month will constitute a case of force majeure, or a maritime blockade, air and / or land set up by the government, national social movements and / or the declaration of martial law. And in general any fortuitous event of human or natural origin likely to stop or reduce the performance of its Services.

In the event of such an event occurring, DUNASYS INGENIERIE will inform the Customer by registered letter with request for acknowledgment of receipt within eight days of becoming aware of the event.

The Customer will be entitled to recover his Products as soon as he has paid for the part of the Service which will have been carried out on the day of knowledge of the event.

14 - TITLE RESERVE CLAUSE: The products remain the property of the Company until full payment of the price.

In the event that DUNASYS INGENIERIE would be required to supply elements, parts, intended to be incorporated into the Products otherwise entrusted by the Customer, DUNASYS INGENIERIE will then remain full owner of said products and parts until full payment by the Customer.

15- INTELLECTUAL PROPERTY: the source codes delivered to the customer are the exclusive property of DUNASYS INGENIERIE. The client undertakes not to use them for other projects or to disclose their content to third parties.

In general, this Customer undertakes not to use the know-how (product-software) developed by DUNASYS INGENIERIE nor to communicate it to third parties for any reason whatsoever.

Brands, domain names, products, software, images, videos, texts or more generally all information subject to intellectual property rights are and remain the exclusive property of the seller. No assignment of intellectual property rights is carried out through these GTC. Any total or partial reproduction, modification or use of these goods for any reason whatsoever is prohibited.

16 - COLLABORATION OBLIGATION: The client will keep all information available to DUNASYS INGENIERIE that may contribute to the successful completion of the service.

17 - OBLIGATION OF NON-SOLICITATION OF PERSONNEL: The customer undertakes not to directly or indirectly solicit the employees of DUNASYS INGENIERIE. This waiver will be in effect for the duration of the contract between the client and DUNASYS INGENIERIE and for twelve to 12 months following the end of the contract, whatever the cause and even if the request comes from the employee concerned.

In the event of non-compliance with this non-poaching commitment, the client undertakes to pay DUNASYS INGENIERIE a lump sum compensation equal to the gross annual remuneration that each of the employees concerned received before their departure.

18 - APPLICABLE LAW - SETTLEMENT OF DISPUTES: These General Conditions and the Services they govern are established, interpreted and governed by French law. In the event of a dispute relating to the formation or execution of an order, only the Commercial Court of PARIS will be competent, even in the event of summary proceedings, incidental request, guarantee appeal and notwithstanding the plurality of instances or defendants, regardless of the method of payment and without the attribution of jurisdiction clauses appearing in the Customer's general purchasing conditions being able to stand in the way.

19 - NULLITY AND MODIFICATION OF THE CONTRACT

If one of the stipulations of this contract were canceled, this nullity would not result in the nullity

Other stipulations which will remain in force between the parties. Any modification

Contractual is only valid after a written and signed agreement of the parties.

20 - PROTECTION OF PERSONAL DATA

In accordance with Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of

These data, DUNASYS INGENIERIE sets up a processing of personal data whose purpose is the sale and delivery of products and services defined in this contract. The Buyer is informed of the following:

- the identity and contact details of the controller and, where applicable, of the representative

Of the data controller: DUNASYS INGENIERIE as indicated at the top of these GTC;

- the contact details of the data protection officer: Sylvie RUCHAUD

sylvie.ruchaud@dunasys.com

- the legal basis of the processing: contractual performance - The recipients or categories of recipients of the personal data, if they exist: the controller, his departments in charge of marketing, the departments in charge of IT security , the department in charge of sales, delivery and ordering, subcontractors involved in delivery and sales operations as well as any authority legally authorized to access the personal data in question - no transfer outside the EU is provided - the data retention period: the time of the commercial prescription - the data subject has the right to ask the person responsible for processing access to, rectification or erasure of personal data, or a limitation of the processing relating to the data subject, or of the right to object to the processing and the right to data portability - The data subject has the right to introduce a complaint to a supervisory authority - the information requested during the order are necessary for the establishment of the invoice (legal obligation) and the delivery of goods ordered, otherwise the order cannot be placed. No decision automated or profiling is only implemented through the ordering process.
