

# TERMS AND CONDITIONS OF SALE

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## 1 – GENERAL PRINCIPLES:

The present 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 provided to customers of DUNASYS INGENIERIE. They take precedence over any general conditions of purchase or any other documents issued by the Customer, whatever their terms, unless expressly agreed otherwise by DUNASYS INGENIERIE.

The present general terms and conditions, together with any special terms and conditions included in the offer made by DUNASYS INGENIERIE to the Customer, constitute the only clauses of the sales contract.

Consequently, the fact that the Customer places an order with DUNASYS INGENIERIE implies the Customer's full and unreserved acceptance of DUNASYS INGENIERIE's price lists and of the present General Terms and Conditions, the Customer's acknowledgement of having full knowledge of the said General Terms and Conditions and the waiver of the right to invoke his own general terms and conditions of purchase. Conversely, the fact that DUNASYS INGENIERIE does not avail itself at a given time of any of the provisions of the present General Conditions may not be interpreted as a waiver of the right to avail itself of the provisions in question at a later date.

## 2 – ORDERS:

Our offers, quotations and proposals are valid for one (1) month from the date of issue, unless otherwise stated in the offer, unless there has been a significant change in economic or social conditions, or in the event of force majeure. Our work and services are committed upon receipt in our offices of a duly signed quotation or order form, mentioning our quotation number and the corresponding amount, as well as payment of the deposit where applicable.

The issue of a purchase order by the customer implies acceptance of these terms and conditions in their entirety.

## 3 – ORDER MODIFICATION OR CANCELLATION:

Any modification or cancellation of an order by the customer can only be taken into consideration after sending a registered letter with acknowledgement of receipt to DUNASYS INGENIERIE's head office, and as long as the services or supplies have not been launched. If, for any reason whatsoever, the order is interrupted, cancelled or postponed for more than two (2) months, any phase begun will be payable in full, in cash. If the customer unilaterally withdraws from the contract, DUNASYS INGENIERIE is also entitled to be compensated for the loss suffered as a result of this withdrawal, or for part of its loss of profit.

Any modification of the order at the request of the Client during the execution of the Service by DUNASYS INGENIERIE will result in the issuance of an amendment to the initial offer and will consequently modify the delivery deadlines initially agreed upon.

DUNASYS INGENIERIE will have the right to express reservations or to refuse the order if its execution requires an adaptation of DUNASYS INGENIERIE's production capacities or risks affecting the execution of other Clients' orders. In the event that the order relates to Products which may be considered as specific (particularly high value Products and high technology Products), the Customer undertakes to inform DUNASYS INGENIERIE sufficiently in advance so that DUNASYS INGENIERIE can make all the necessary arrangements (e.g.: insurance).

## 4 – PRICE:

The prices of goods or services sold are those in force on the day the order is taken.

Prices do not include taxes in € (Euros).

Any tax, duty or other service that may be payable in connection with the production and delivery of the Products and services will be charged to the Customer, at the rate in force on the date of invoicing, unless otherwise stated in the quotation/offer.

DUNASYS INGENIERIE reserves the right to modify its prices at any time. However, it undertakes to invoice the goods or services ordered at the prices indicated when the order is registered.

## 5 – DELIVERY TIMES:

Delivery times are agreed with the customer and appear in the quotation/offer. They run from receipt of the quotation signed by the customer, of the order and, where applicable, on receipt of payment of the deposit shown on the quotation/offer,

Unless otherwise specified in the quotation/offer, deliveries will be made by DUNASYS INGENIERIE to a single location, which will be designated by the customer at the time the order is placed, and which may be its factories, warehouses or head office. DUNASYS INGENIERIE is free to choose the carrier and the means of transport used for the delivery of the Products sold.

DUNASYS INGENIERIE undertakes to diligently execute the mandates assumed contractually. The lead times indicated by DUNASYS INGENIERIE are purely indicative. In the event of delay, the customer has no right to claim damages or compensation for any reason whatsoever.

## 6 – TRANSPORT:

Unless otherwise specified in the quotation/offer, the transfer of risks and the assumption of all costs related to the delivery of the products sold, from DUNASYS INGENIERIE to the Customer is carried out according to the following INCOTERM ICC 2020 France, depending on the case:

1. Delivery from mainland France to mainland France: INCOTERM DAP (Delivered at Place) - DUNASYS INGENIERIE is free to choose the carrier and mode of transport used to deliver the products.
2. Delivery from mainland France to a country or region outside mainland France: INCOTERM FCA (Free Carrier). Products travel at the Customer's risk. Thus, from the moment the Products are taken in charge 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 suffer or cause, for any reason whatsoever, including in the event of force majeure, an act of God or the act of a third party.

## 7 – CONFORMITY AT RECEPTION:

The number and condition of the Products must be checked by the Customer at the time of delivery. Confirmation of the conformity of the delivery to the order will be materialized by the Customer's signature without reservation on the delivery note presented by the carrier (hereinafter the "Delivery Note") or on the receipt/delivery note attached to or sent by DUNASYS INGENIERIE to the Customer at the same time as the delivery.

In the case of software services or delivery, conformity will be materialized by the absence of a complaint e-mail from the client addressed to DUNASYS INGENIERIE within (2) two weeks following delivery. The work supplied is then considered to have been accepted, and DUNASYS INGENIERIE is only liable within the limits of article 8 of the present general terms and conditions.

In the case of product delivery, it is the Customer's responsibility, in the event of damage or shortage, to make any necessary observations, reservations or disputes on the Delivery Note and to confirm these observations, reservations or disputes by extrajudicial document or by registered letter with acknowledgement of receipt to the carrier within 24 hours of receipt of the goods.

In addition, DUNASYS INGENIERIE must be informed of these observations, reservations or disputes by e-mail sent within a maximum of 48 hours of receipt.

If these conditions are not respected, the Products, software or services will be deemed to be in conformity and DUNASYS INGENIERIE's responsibility cannot be called into question, the Customer being held responsible for any prejudice suffered by DUNASYS INGENIERIE as a result of non-compliance with this procedure.

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

## 8 – RESPONSABILITIES:

DUNASYS INGENIERIE is responsible for the diligent execution of the work contractually assumed. The customer has the right to claim defects against DUNASYS INGENIERIE in writing as soon as the error is discovered. This right lapses, however, insofar as it is not exercised within a maximum period of six (6) months after delivery of the results of the work, or within a maximum period of one (1) year after receipt of the equipment, in particular for recording and telematic units.

The results of the services provided by DUNASYS INGENIERIE are 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 marketing and/or use of products based on the results of work carried out by DUNASYS INGENIERIE.

Unless explicitly stated otherwise, products delivered by DUNASYS INGENIERIE may only be used by trained personnel under strictly controlled conditions.

Consequently, the customer assumes sole responsibility for their use from the date of receipt.

DUNASYS INGENIERIE accepts no responsibility for any direct or indirect damage, whatever its origin, such as material damage, bodily injury, third-party claims, loss of profit, loss of use, loss of production, penalties, etc.; DUNASYS INGENIERIE also accepts no responsibility for any incident or damage caused by the products/software it markets, after modification or manipulation by third parties. In the event of a conviction on any grounds whatsoever, the sums payable by DUNASYS INGENIERIE may not exceed the value of the goods or services delivered by DUNASYS INGENIERIE.

In the event that DUNASYS INGENIERIE is unable to carry out or complete the Service agreed with the Customer for any reason whatsoever, it is expressly agreed that DUNASYS INGENIERIE's liability shall not exceed the price that would have been invoiced for the Service had it been carried out or completed, by way of lump-sum compensation for all damages, including commercial damages.

### 9 – GUARANTEE:

In accordance with the law, DUNASYS INGENIERIE assumes the warranties of conformity and hidden defects. Unless otherwise stipulated in the quotation/offer, DUNASYS INGENIERIE's commercial warranty applies to all DUNASYS INGENIERIE supplies, for a period of six (6) months from the date of delivery for software and one (1) year for hardware, in particular recording devices marketed by DUNASYS INGENIERIE.

In the case of recording units marketed by DUNASYS INGENIERIE, the warranty will begin to run, depending on the option chosen by the Customer in the order, from the date of installation of the said units if this installation is carried out by DUNASYS INGENIERIE or its service provider, or from the date of receipt of the units by the Customer if their installation is carried out by the latter or its service provider.

This warranty covers any defect in the equipment sold, which may have occurred during its use by the Customer, provided that such defect occurred during normal use of the equipment sold. Should any of the equipment purchased by the Customer from DUNASYS INGENIERIE prove to be defective during use, DUNASYS INGENIERIE will pay for its replacement, subject to compliance with the following terms and conditions:

1. The Customer must have notified DUNASYS INGENIERIE of the defect and returned the sold product to DUNASYS INGENIERIE before the expiration of the commercial warranty;
2. The returned product must be complete and accompanied by its invoice and, if applicable, its serial number;
3. The Customer must provide full proof of the defects or anomalies observed;
4. The defect in the product sold must not be attributable to the Customer or any intermediary.

In this respect, it is expressly specified that DUNASYS INGENIERIE will not consider requests for replacement of sold products made by the Customer during the commercial warranty period, in cases where:

- The part to be replaced has already been replaced by a non-original part, by the Customer or any intermediary;
- The part has not been installed in accordance with the procedures determined by DUNASYS INGENIERIE;
- Installation has not been carried out by professionals authorized or recommended by DUNASYS INGENIERIE;
- The original technology has been modified by the customer or another service provider;
- Abnormal physical or electronic stress has been recorded on the technology;
- The installed solution has been deliberately vandalized.

If the conditions of the commercial warranty are met, DUNASYS INGENIERIE will replace the sold product free of charge, as soon as possible, and within fifteen (15) days at the latest.

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

The Customer shall not be entitled to claim any compensation due to the defectiveness of the products sold, except in the case of proven gross negligence or wilful misconduct on the part of DUNASYS INGENIERIE.

DUNASYS INGENIERIE guarantees the integrated software against all defects in conformity with the corresponding initial requirements, as well as against all hidden defects, in particular computer bugs.

With regard to software, DUNASYS INGENIERIE undertakes to respect a maximum lead time of thirteen (13) working days. This corresponds to 5 days for diagnosis following receipt of an incident form at DUNASYS INGENIERIE plus eight (8) days for the implementation of a corrective proposal.

The warranty period is automatically extended by the period during which an event covered by the DUNASYS INGENIERIE warranty is handled.

## **10 – PAYMENT:**

Invoices are issued either on the day of delivery or within a few days thereafter. By agreement with the Customer, invoicing terms may differ.

Invoices are payable within 30 (thirty) days from the end of the month in which they are received, unless otherwise agreed with the Customer in the quotation/offer.

Advance invoices are payable in cash.

No discount will be granted for early payment.

Invoices are paid by any means of payment commonly accepted by commercial practice, mainly by bank transfer.

Invoices are payable at the registered office of DUNASYS INGENIERIE to any person previously designated by DUNASYS INGENIERIE.

If an invoice is not paid in full by the expiry date of the aforementioned payment deadline, DUNASYS INGENIERIE reserves the right to claim late payment penalties for the remaining sums due, payable from the 1st day following this due date, without any prior formal notice being required and without prejudice to any damages.

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

In accordance with articles L.441-6 and D.441-5 of the French Commercial Code, the creditor will be charged a flat-rate indemnity of €40 for collection costs in the event of late payment.

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 Terms and Conditions by the Customer, DUNASYS INGENIERIE reserves the right to cancel the Customer's order and to refuse any new order issued by this Customer.

The present terms of invoicing and payment may be negotiated with the Customer; they will then be mentioned on the quotation/commercial offer and included in the Customer's order; failing this, the present terms of invoicing and payment will apply.

## **11 – PRIVACY POLICY:**

In the event that the Customer transmits to DUNASYS INGENIERIE its own procedures for the performance of the Service, DUNASYS INGENIERIE undertakes not to communicate to third parties any information or documents brought to its attention by the Customer on this occasion.

The signature of a confidentiality agreement may reinforce this clause if necessary.

## **12 – REFERENCING:**

Unless the Client expresses his opposition in writing, DUNASYS INGENIERIE will be entitled to mention his name among the commercial references that DUNASYS INGENIERIE may quote or publish.

## **13 – MAJOR FORCE:**

DUNASYS INGENIERIE reserves the right to suspend all or part of the service in the event of force majeure or unforeseen circumstances such as, but not limited to: embargo, shortage of raw materials, strike within the company or with a supplier or transport services, total or partial destruction of premises or installations, lock-out, exceptional bad weather, acts of government of a fiscal or customs nature, the presence of a virus or disease classified as a pandemic by the authorities (such as Covid-19), a confinement of the population imposed by the authorities, a maritime and/or air and/or land blockade put in place by the authorities, social unrest on a national scale, declaration of martial law, will also constitute a case of force majeure; and, in general, any fortuitous event of human or natural origin likely to halt or reduce the performance of its services.

In the event of such an event, DUNASYS INGENIERIE will inform the Customer by registered letter with acknowledgement of receipt within eight (8) days of becoming aware of the event.

The Customer will be entitled to recover his ordered products as soon as he has paid for that part of the service which has been carried out on the day of knowledge of the event.

#### **14 – RESERVATION OF OWNERSHIP:**

Products remain the property of DUNASYS INGENIERIE until full payment has been received.

In the event that DUNASYS INGENIERIE is called upon to supply elements or parts, intended to be incorporated into the Products otherwise entrusted by the Customer, DUNASYS INGENIERIE will then remain the 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 customer undertakes not to use them for other projects, nor to divulge their content to third parties.

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

#### **16 – OBLIGATION TO COOPERATE:**

The customer will provide DUNASYS INGENIERIE with all information that may contribute to the successful completion of the service.

#### **17 – OBLIGATION NOT TO SOLICIT PERSONNEL:**

Unless a clause more favourable to DUNASYS INGENIERIE is specifically signed with the client, the client undertakes not to directly or indirectly solicit DUNASYS INGENIERIE employees. This waiver will be in effect for the entire duration of the contract between the client and DUNASYS INGENIERIE and for the 12 months following the end of the contract, whatever the cause and even if the solicitation comes from the employee concerned.

In the event of non-compliance with this non-repatriation undertaking, the client undertakes to pay DUNASYS INGENIERIE a fixed indemnity equal to the gross annual remuneration received by each of the employees concerned prior to their departure.

#### **18 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES:**

These General Terms and Conditions and the Services they govern are drawn up, interpreted and governed by French law.

In the event of a dispute relating to the formation or execution of an order, the Commercial Court of PARIS shall have sole jurisdiction, even in the event of summary proceedings, incidental claims, third-party claims and notwithstanding the plurality of courts or defendants, whatever the method of payment and without prejudice to the jurisdiction clauses in the Customer's general terms and conditions of purchase.

#### **19 – NULLITY AND MODIFICATION OF THE CONTRACT:**

Should any of the stipulations of the present contract be null and void, this shall not invalidate the other stipulations, which shall remain in force between the parties. Any contractual modification is only valid after a written and signed agreement between 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 such data, DUNASYS INGENIERIE implements the processing of personal data, the purpose of which is the sale and delivery of products and services defined in this contract.

The Customer is informed of the following:

- The identity and contact details of the data controller and, where applicable, the data controller's representative: Sylvie RUCHAUD - [sylvie.ruchaud@dunasys.com](mailto:sylvie.ruchaud@dunasys.com);
- The contact details of the Data Protection Officer: Sylvie RUCHAUD - [sylvie.ruchaud@dunasys.com](mailto:sylvie.ruchaud@dunasys.com)
- The legal basis for processing: contractual performance;
- The recipients or categories of recipients of personal data, if any: the data controller, its marketing departments, the departments responsible for IT security, the department responsible for sales, delivery and orders, subcontractors involved in delivery and sales operations, and any authority legally authorized to access the personal data in question - no transfers outside the EU are planned;
- Data retention period: the duration of the commercial prescription;
- The data subject has the right to request from the controller access to personal data, the rectification or erasure thereof, or a restriction on the processing relating to the data subject, or the right to object to the processing and the right to data portability;
- The data subject has the right to lodge a complaint with a supervisory authority;
- The information requested at the time of ordering is necessary for the preparation of the invoice (legal obligation) and the delivery of the goods ordered, without which the order cannot be placed.
- No automated decision or profiling is implemented through the ordering process.

## **21 – UPDATE OF THE GENERAL TERMS AND CONDITIONS OF SALE:**

Due to changes in the general terms and conditions of sale that may occur during the year, the reference document will be the one on the website ([www.dunasys.com](http://www.dunasys.com)). The website's general terms and conditions of sale will take precedence over any other document (paper catalog, letterhead, invoices, etc.).