

GENERAL 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 the duly signed quotation or order form, mentioning the number of our offer and the corresponding amount, as well as payment of the deposit where applicable.

The issue of a purchase order or quotation 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 following the sending of 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 commenced shall be due in full by cash payment. 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 be entitled 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. If 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. PRICES

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

The price is understood to be excluding taxes in € (Euros).

Any tax, duty, or other fee that may be due for the fulfillment and delivery of the products and services will be borne by the Client at the rate in effect on the day of invoicing unless otherwise stated in the quote/offer.

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

5. DELIVERY TIME

Delivery times are agreed with the customer and specified in the quote/offer. They begin upon receipt of the signed quote from the client, the order, and, if applicable, upon receipt of the deposit payment stated in the quote/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 metropolitan France to metropolitan France: **INCOTERM DAP** (Delivered at Place) - the choice of the carrier and the mode of transport used for the delivery of the products will be freely made by DUNASYS INGENIERIE.
2. Delivery from metropolitan France to a country or region outside metropolitan 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, fortuitous events, or the actions of a third party.

7. CONFORMITY UPON RECEIPT

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 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 will only be liable within the limits of the article "GUARANTEE" of the present General Terms and Conditions.

In the case of delivery of Products, 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 act or by registered letter with acknowledgement of receipt to the carrier within 24 hours of receipt of the goods.

Furthermore, these observations, reservations, or disputes must be brought to the attention of DUNASYS INGENIERIE by email within a maximum period of 48 hours from the receipt.

Failure to comply with these conditions will result in the Products, software, or services being deemed compliant, and DUNASYS INGENIERIE's liability cannot be questioned, with the Customer being held responsible for any damage suffered by DUNASYS INGENIERIE due to non-compliance with this procedure.

DUNASYS INGENIERIE reserves the right to conduct any necessary on-site verification.

8. PRODUCT INSTALLATION

In the case of Products being installed directly by DUNASYS INGENIERIE or by any provider of its choice, the delivery of the Product(s) is deemed to be completed by the issuance of a Delivery Note for the Product(s), as well as an Intervention Note to the Customer after the intervention on their vehicles. The Intervention Note includes the installation and, if applicable, the activation of the device on each vehicle indicated at the end of the installation. It is on this Note that the Customer must indicate any reservation at the time of signing, without delay once the installation is completed.

The timeframes within which DUNASYS INGENIERIE undertakes to intervene for the delivery and installation of the devices are described within the Commercial Offer, the terms of which are accepted by the Customer (via the issuance of a Purchase Order or by signing the Offer).

The Customer undertakes to provide DUNASYS INGENIERIE with their vehicle(s) in a covered location, sheltered from inclement weather, and exclusively reserved for this purpose for the duration of the intervention. This allows the technicians to carry out the intervention while minimizing the risks of bodily and material accidents.

In the event of the Customer's failure to comply with this clause resulting in an accident of any kind, regardless of the reason cited, DUNASYS INGENIERIE reserves the right to hold the Customer liable to obtain compensation.

9. RESPONSIBILITIES

DUNASYS INGENIERIE is responsible for the diligent execution of the work contractually undertaken. The client has the right to raise defects against DUNASYS INGENIERIE in writing as soon as the error is discovered. However, this right expires if it is not exercised within maximum six (6) months after the delivery of the work results or within a maximum period of one (1) year after the receipt of the material, especially for recording and telematic units.

The results of the services provided by DUNASYS INGENIERIE are communicated to the client for informational purposes only. The client 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 the work performed by DUNASYS INGENIERIE.

Unless explicitly stated, the products delivered by DUNASYS INGENIERIE should only be used by trained personnel and under strictly controlled conditions.

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

DUNASYS INGENIERIE will not assume any liability for any direct or indirect damages, regardless of their origin, such as material damages, bodily injuries, third-party claims, loss of profit, loss of use, production losses, penalties, etc. DUNASYS INGENIERIE also disclaims any liability for any incidents or damages caused by the products/software it sells after modification or manipulation by third parties. In the event of a judgment against DUNASYS INGENIERIE for any reason, the amounts imposed on DUNASYS INGENIERIE shall 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 agreed-upon Service with the Customer for any reason, it is expressly provided that DUNASYS INGENIERIE's liability shall not exceed the price that this Service would have been invoiced if it could have been carried out or completed, as a lump-sum compensation for all damages, including commercial damages.

10. GUARANTEE

In accordance with the law, DUNASYS INGENIERIE assumes guarantees of conformity and hidden defects. Unless otherwise specified in the commercial quote/offer, DUNASYS INGENIERIE's commercial warranty applies, subject to full payment, to all supplies from DUNASYS INGENIERIE, for a period of six (6) months from their delivery date for software, and one (1) year for hardware, notably electronic devices marketed by DUNASYS INGENIERIE.

Procedure for after-sales service (SAV) returns under warranty:

1. Retrieve the after-sales service (SAV) form located on the website www.dunasys.com or request it at contact@dunasys.com
2. Fill out this form and send it to contact@dunasys.com
3. DUNASYS INGENIERIE acknowledges receipt of the completed form within 5 business days,
4. DUNASYS INGENIERIE then communicates, within an additional 5 business days, the return procedures applicable to the specific case encountered by the Customer.

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

At the end of the warranty period, maintenance and repair costs will be borne by the Customer based on the rates in effect on the day of the intervention and will be subject to a Commercial Offer for acceptance.

Warranty for electronic devices:

Regarding the electronic devices marketed by DUNASYS INGENIERIE, the warranty will start from the date depending on the option chosen by the Customer in the order, from the date of installation of the said device(s) if this installation is carried out by DUNASYS INGENIERIE or its service provider, or from the date of receipt of the device(s) by the Customer if their installation is carried out by the latter or its service provider.

This warranty covers any defects in the sold equipment that occur during its use by the Customer, provided that such defects arise from normal use of the sold equipment. If any of the equipment purchased by the Customer from DUNASYS INGENIERIE proves to be defective during use, DUNASYS INGENIERIE will replace it, subject to compliance with the following conditions and terms:

- The Customer must have notified DUNASYS INGENIERIE of this defect and returned the product sold to DUNASYS INGENIERIE before the expiry of the commercial warranty.
- The returned product must be complete and accompanied by its invoice and, if applicable, its serial number.
- The Customer will be required to provide full proof of any defects or anomalies observed.
- The defect in the product sold must not be attributable to the Customer or any intermediary.

In this regard, 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.
- The installation was not performed by professionals approved 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 may:

- Repair the defective Product.
- Replace it with an identical new or used product.
- Replace it with an equivalent new or used product with the same functionality, particularly if the original product is no longer in production.

Software Warranty:

DUNASYS INGENIERIE guarantees the software against any non-conformity defects compared to the corresponding initial requirements, as well as against any hidden defects, notably computer bugs.

The Customer cannot claim any compensation for the defective products sold, except in cases of proven gross negligence or fraud by DUNASYS INGENIERIE.

11. OWNERSHIP AND USE OF DATA

Definitions and Generalities

The Customer, holder of an electronic device marketed or distributed by DUNASYS INGENIERIE, automatically and irrevocably grants to DUNASYS INGENIERIE, which accepts, a right and license over all the Collected Data, hereinafter referred to as "Data", which may be sublicensed, worldwide and without geographical limitation, without exclusivity, and without limitation of duration.

By Data, raw data and specific information agreed upon in the Contract are meant.

All other data referred to as "refined" are, by default, the exclusive property of DUNASYS INGENIERIE.

This right and license are royalty-free.

As a result, DUNASYS INGENIERIE may retain these Data, copy them, publish them, use them, modify them, and exploit them for technical and commercial improvements, including the development of new products and services, optimization of existing solutions, as well as for statistical analysis and market studies.

DUNASYS INGENIERIE is authorized to analyze, use, and publish anonymously the data collected from the use of the device by the Customer for statistical analysis, technical developments, and service improvement for all DUNASYS INGENIERIE's clientele.

As a result, the Customer irrevocably and without any royalties assigns to DUNASYS INGENIERIE all rights, titles, and interests in these Data.

DUNASYS INGENIERIE undertakes to treat the collected Data with the utmost confidentiality and not to share them with third parties without the explicit prior consent of the Customer, except as provided by law.

These Data may be published provided that they remain anonymous, and the Customer is not mentioned (unless prior written agreement), nor identifiable.

In summary, DUNASYS INGENIERIE will hold all rights, titles, and interests in the Data, and, as necessary, the Customer automatically and irrevocably assigns all rights, titles, and interests in these Data to DUNASYS INGENIERIE, with each purchase, loan, or rental of the telematics device marketed or distributed by DUNASYS INGENIERIE.

Geolocation

The Data also includes the location of the device.

Therefore, the Customer's location information will be treated confidentially by DUNASYS INGENIERIE.

By using location services, the Customer consents to DUNASYS INGENIERIE transmitting, collecting, maintaining, processing, and using the Customer's location data and queries to provide and improve location-based products and services.

The Customer represents and warrants to DUNASYS INGENIERIE that they have a legal basis for using the location service and have complied with all applicable transparency obligations to inform the individuals concerned or have obtained informed consents for the transfer and processing of their personal data.

It is the Customer's responsibility to ensure that they do not violate any legal or contractual provisions regarding the location requirement of their data.

Data Hosting

The hosting of the Data is determined in the contract signed with the Customer. In the absence of such agreement, the hosting of the Data is carried out on servers owned by or leased by DUNASYS INGENIERIE.

12. PAYMENT

Invoices are issued either on the day of delivery or in the following days. In agreement with the Customer, invoicing terms may vary.

They are payable within thirty (30) days at the end of the month, from the date of receipt, unless otherwise agreed with the Customer and specified in the quotation/offer.

Advance invoices are payable immediately.

No discount will be granted for early payment.

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

Invoices are payable at the headquarters of DUNASYS INGENIERIE, to be handed to any person designated beforehand by DUNASYS INGENIERIE.

If an invoice is not fully settled by the expiration date of the aforementioned payment period, DUNASYS INGENIERIE reserves the right to claim late payment penalties for the remaining amounts due, starting from the 1st day following this due date, without the need for any prior formal notice and without prejudice to any damages.

The amount of these late payment penalties will be calculated by applying an interest rate equal to 3 times the legal interest rate to the remaining amounts due.

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

Furthermore, in case of late payment and more generally in case of non-compliance with any of the provisions of these General Terms and Conditions by the Customer, DUNASYS INGENIERIE reserves the right to terminate the Customer's order and to refuse any new order placed by this Customer.

These invoicing and payment terms may be negotiated with the Customer; they will then be mentioned in the commercial quotation/offer and included in the Customer's order; otherwise, these invoicing and payment conditions will apply.

13. CONFIDENTIALITY

If 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.

14. 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.

15. FORCE MAJEURE

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.

16. RETENTION OF TITLE

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

If 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.

17. INTELLECTUAL PROPERTY

The source codes delivered to the Customer are the exclusive property of DUNASYS INGENIERIE unless otherwise expressly stated in the contract. 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 and software) developed by DUNASYS INGENIERIE, nor to communicate it to third parties for any reason whatsoever, unless otherwise expressly stipulated in the contract.

Trademarks, domain names, products, software, images, videos, texts, documentation or more generally any information subject to intellectual property rights are and remain the exclusive property of DUNASYS INGENIERIE. They are protected by intellectual property law, in particular copyright, patent law, sui generis database law, trademark law and the protection of know-how.

No transfer of intellectual property rights is made through the present General Conditions. Any total or partial reproduction, modification, or use of these goods, for any reason whatsoever, is prohibited.

18. OBLIGATION TO COOPERATE

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

19. NON-SOLICITATION OF PERSONNEL OBLIGATION

Unless a clause more favorable 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.

20. NON-COMPETITION UNDERTAKING

In the event that DUNASYS INGENIERIE concludes a service contract with a client, subcontracting part of the service to a third party (whether or not by virtue of a distribution contract), the client may not directly solicit the third-party subcontractor for the duration of the service contract plus a period of one year following its termination for any reason whatsoever.

In the event of breach of the present clause, DUNASYS INGENIERIE shall be entitled to demand penalties of €100 per day from the customer and the third-party subcontractor at fault, until such time as the breach of the present clause ceases, notwithstanding any damages.

21. 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.

22. INVALIDITY AND AMENDMENT OF THE CONTRACT

If any provision of this contract were to be invalidated, such invalidity would not affect the validity of the other provisions which shall remain in force between the parties. Any contractual modification shall be valid only after a written and signed agreement by the parties.

23. PROTECTION OF PERSONAL DATA

According to Regulation 2016/679 of April 27, 2016, regarding the protection of individuals regarding the processing of personal data and the free movement of such data, DUNASYS INGENIERIE implements a personal data processing aimed at the sale and delivery of products and services defined in this contract.

The Client is informed of the following:

- The identity and contact details of the data controller and, where applicable, the representative of the data controller: **Sylvie RUCHAUD** – sylvie.ruchaud@dunasys.com
- 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 personal data, if any: the data controller, its marketing services, IT security services, sales, delivery, and order services, subcontractors involved in delivery and sales operations, as well as any legally authorized authority to access the personal data in question – no transfer outside the EU is foreseen.
- The retention period of the data: **for the duration of the commercial prescription**.
- The data subject has the right to request from the data controller access to personal data, rectification or erasure of such data, or restriction of processing concerning the data subject, or the right to object to processing and the right to data portability.
- The data subject has the right to lodge a complaint with a supervisory authority.
- The information requested during the order process is necessary for invoicing (legal obligation) and delivery of the ordered goods, without which the order cannot be placed.
- No automated decision-making or profiling is implemented through the ordering process.

24. UPDATE OF 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). The website's general terms and conditions of sale will take precedence over any other document (paper catalog, letterhead, invoices, etc.).