

# GENERAL TERMS AND CONDITIONS OF SALE

## LANGUAGE

*These General Terms and Conditions are originally drafted in French.*

*This English version is provided for convenience purposes only.*

*In the event of any discrepancy, inconsistency or difference of interpretation between the French version and the English version, the French version shall prevail and be binding upon the Parties.*

## 1. GENERAL PRINCIPLES

These General Terms and Conditions (hereinafter the "General Conditions") are drafted in French in their original version, which alone shall be authentic and shall prevail over any other version.

They apply in their entirety to all services and sales of products ("Products") supplied to DUNASYS INGENIERIE customers ("Customers"). For the purposes of these General Conditions, the term "DUNASYS" shall mean DUNASYS INGENIERIE.

They shall prevail over any purchasing terms and conditions or any other documents issued by the Customer, regardless of their terms, unless expressly agreed otherwise by DUNASYS. These General Conditions may, where applicable, be supplemented by specific conditions. Consequently, the placing of an order with DUNASYS implies the Customer's full and unconditional acceptance of DUNASYS' prices and these General Conditions, acknowledgement by the Customer that it has full knowledge thereof, and waiver of its own purchasing terms and conditions.

Conversely, the fact that DUNASYS does not rely at a given time on any provision of these General Conditions shall not be interpreted as a waiver of its right to rely on such provision at a later date.

These General Conditions, together with any specific conditions and the applicable purchase order, constitute the agreement with the Customer (the "Agreement").

## 2. ORDERS

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### DUNASYS INGENIERIE

Head quarter : 10 rue de Penthièvre 75008 PARIS – Technical office : 9 RUE HENRI STE CLAIRE DEVILLE 92500 RUEIL  
MALMAISON

Tel : +33 (0)972 383 798 – [contact@dunasys.com](mailto:contact@dunasys.com)  
RCS Paris : 800 754 830 – TVA IC : FR41800754830

Our offers, quotations and proposals remain valid for one (1) month from their date of issue, unless otherwise stated in the offer, it being understood that in the event of a significant change in economic conditions (including increases in the cost of raw materials, energy, transportation, or regulatory developments), the Company reserves the right to revise prices or conditions prior to acceptance of the quotation.

Our work and services shall commence upon receipt at our offices of the quotation duly signed or of a purchase order indicating the reference number of our offer and the corresponding amount, together with payment of any required deposit.

The issuance of a purchase order by the Customer or the signature of the quotation by the Customer implies acceptance of these General Conditions in their entirety.

### 3. ORDER MODIFICATION OR CANCELLATION

Any modification or cancellation of an order by the Customer shall only be taken into consideration following the sending of a registered letter with acknowledgement of receipt to the registered office of DUNASYS and provided that the services or procurement activities have not yet commenced.

In the event of unilateral withdrawal by the Customer for a reason not attributable to DUNASYS, the Customer shall remain liable, in addition to payment in full of all sums corresponding to services already performed or committed, for a lump-sum indemnity equal to thirty percent (30%) of the order amount excluding VAT as compensation for the loss suffered and the loss of profit.

Any modification of the order requested by the Customer during performance of the Services by DUNASYS shall result in the issuance of an amendment to the original offer and may modify the delivery deadlines initially agreed.

DUNASYS shall be entitled to make reservations or refuse the order if its execution requires adaptation of DUNASYS' production capacities or may affect the execution of orders from other Customers.

Where the order concerns Products that may be considered specific Products (including high-value Products and high-technology Products), the Customer undertakes to inform DUNASYS sufficiently in advance so that DUNASYS may take all necessary measures accordingly (for example: insurance coverage).

### 4. PRICES

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

Prices are exclusive of taxes and expressed in Euros (€).

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Any tax, duty, charge or other levy that may become payable in connection with the performance and delivery of the Products and services shall be borne by the Customer at the rate applicable on the date of invoicing, unless otherwise stated in the quotation or offer. DUNASYS reserves the right to modify its prices at any time. However, it undertakes to invoice the Products or services ordered at the prices indicated when the order was recorded.

## 5. DELIVERY TIMES

Delivery times are agreed with the Customer and are specified in the quotation/offer. They shall commence upon receipt of the quotation signed by the Customer, the order and, where applicable, upon receipt of the deposit payment specified in the quotation/offer.

Performance deadlines are provided for information purposes only. Any delay shall under no circumstances give rise to penalties or compensation, nor justify cancellation of the order, except in the event of serious default attributable to DUNASYS.

In any event, any liability of DUNASYS relating to delivery times shall be limited to direct damages only and shall be strictly subject to the provisions set out in the article entitled "Liability".

## 6. TRANSPORTATION

Unless otherwise stated in the quotation/offer, the transfer of risks and the allocation of all costs relating to the delivery of the Products shall be carried out in accordance with ICC INCOTERMS® 2020 under the following conditions:

### 1. Deliveries from Metropolitan France to Metropolitan France

ICC INCOTERMS® 2020 DAP (Delivered At Place).

The choice of carrier and means of transportation used for delivery of the Products shall be freely determined by DUNASYS.

Unless otherwise stated in the quotation/offer, deliveries shall be arranged and paid for by DUNASYS and made to a single location designated by the Customer at the time the order is placed, which may be its factories, warehouses or registered office.

The choice of carrier and means of transportation used for the delivery of the Products sold shall remain at the sole discretion of DUNASYS.

### 2. Deliveries from Metropolitan France to a country or region outside Metropolitan France

ICC INCOTERMS® 2020 FCA (Free Carrier).

The Products shall travel at the Customer's sole risk.

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Accordingly, from the moment the Products are handed over to the carrier until the delivery location designated by the Customer, the Products shall remain under the Customer's responsibility and the Customer shall bear all risks that the Products may suffer or cause, for any reason whatsoever, including force majeure, unforeseen events or the acts of third parties.

## 7. ACCEPTANCE UPON DELIVERY

The quantity and condition of the Products must be checked by the Customer at the time of delivery.

Confirmation that the delivery conforms to the order shall be evidenced by the Customer signing without reservation the delivery note presented by the carrier (hereinafter the "Delivery Note") or the receipt/delivery note enclosed with or sent by DUNASYS together with the delivery.

In the case of services or software deliveries, conformity shall be evidenced by the absence of any complaint email sent by the Customer to DUNASYS within two (2) weeks following delivery.

The work performed shall then be deemed accepted and DUNASYS shall incur no further liability other than within the limits set forth in the article entitled "WARRANTY" of these General Conditions.

In the event of delivery of Products, it shall be the Customer's responsibility, in the event of damage or shortages, to make any necessary findings, reservations or claims on the Delivery Note and to confirm such findings, reservations or claims by bailiff's act or by registered letter with acknowledgement of receipt addressed to the carrier within twenty-four (24) hours following receipt of the goods.

In addition, such findings, reservations or claims must be brought to the attention of DUNASYS by email within a maximum period of forty-eight (48) hours following receipt.

Failing compliance with the above procedure, the Products, software or services shall be deemed compliant.

Consequently, no claim relating to apparent non-conformities may be accepted, without prejudice to any applicable statutory or contractual warranties.

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

## 8. PRODUCT INSTALLATION

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Where Products are installed directly by DUNASYS or by any service provider of its choice, delivery of the Product(s) shall be deemed completed upon delivery to the Customer of a Delivery Note for the Product(s), together with a Service Report following the intervention on its vehicles.

The Service Report includes installation and, where applicable, activation of the device on each vehicle identified at the end of the installation.

It is on this Delivery Note that the Customer must indicate any reservations at the time of signature, immediately upon completion of the installation.

The deadlines within which DUNASYS undertakes to carry out delivery and installation of the devices are described in the Commercial Offer, the terms of which are accepted by the Customer (either through the issuance of a Purchase Order or through signature of the Offer).

The Customer undertakes to make available to DUNASYS its vehicle(s) in a covered area, protected from weather conditions, reserved exclusively for this purpose during the intervention period, thereby enabling DUNASYS technicians to perform their work while limiting the risks of personal injury and property damage.

In the event of non-compliance with this obligation by the Customer resulting in an accident of any kind, regardless of the reason invoked, DUNASYS reserves the right to seek compensation from the Customer.

## 9. LIABILITY

DUNASYS undertakes to perform the services provided under the Agreement with due care. The Customer may report any defect attributable to DUNASYS, provided that it notifies DUNASYS in writing as soon as the error is discovered.

However, this right to claim shall expire:

- no later than six (6) months after completion of the services; or
- no later than one (1) year after receipt of the Products, including telematics and recording devices.

From the date of receipt, the Customer shall be solely responsible for the use of the Products and software.

DUNASYS shall only be liable for direct, material and foreseeable damages resulting from a proven breach of its contractual obligations.

All indirect damages are expressly excluded, including loss of business, loss of turnover, loss of data, loss of production, loss of profit, commercial loss, damage to reputation, loss of enjoyment, penalties or claims from third parties.

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DUNASYS shall further disclaim all liability for damages resulting from any modification, adaptation, integration or manipulation of the Products or software by the Customer or any unauthorized third party.

In any event, should DUNASYS be held liable for any reason whatsoever, the total amount recoverable from DUNASYS, on all grounds combined, shall not exceed the amount excluding VAT actually paid by the Customer in respect of the Product or service concerned. Unless expressly agreed otherwise, Products supplied by DUNASYS must be used exclusively by trained personnel and under strictly controlled conditions.

## 10. WARRANTY

In accordance with applicable law, DUNASYS assumes the statutory warranties relating to conformity and hidden defects.

Unless otherwise provided in the quotation/commercial offer, DUNASYS' commercial warranty shall apply, subject to full payment, to all supplies provided by DUNASYS for a period of six (6) months from the delivery date for software and one (1) year for products, including electronic devices marketed by DUNASYS.

### Warranty Return Procedure (After-Sales Service)

1. Obtain the warranty return form available on [www.dunasys.com](http://www.dunasys.com) or request it by email at [contact@dunasys.com](mailto:contact@dunasys.com);
2. Complete the form and return it to [contact@dunasys.com](mailto:contact@dunasys.com);
3. DUNASYS shall acknowledge receipt of the completed form within five (5) business days;
4. DUNASYS shall then communicate, within a further five (5) business days, the return procedure applicable to the Customer's specific case.

The warranty period shall automatically be extended by the duration of any event covered by the DUNASYS warranty.

At the end of the warranty period, maintenance and repair costs shall be borne by the Customer according to the rates in force on the date of intervention and shall be subject to a commercial offer to be accepted.

## Warranty for Electronic Devices

With regard to electronic devices marketed by DUNASYS, the warranty period shall commence, depending on the option selected by the Customer in the order, either from the date of installation of such devices where installation is carried out by DUNASYS or its service provider, or from the date of receipt of the devices by the Customer where installation is carried out by the Customer or its service provider.

This warranty covers any defect in the Product sold occurring during its use by the Customer, provided that such use corresponds to normal use of the Product sold.

Should any Product purchased by the Customer from DUNASYS prove defective during use, DUNASYS shall replace it, subject to compliance with the following conditions:

- The Customer must have notified the defect and returned the Product sold to DUNASYS before expiration of the commercial warranty period;
- The returned Product must be complete and accompanied by its invoice and, where applicable, its serial number;
- The Customer shall provide any evidence relating to the existence of the defects or anomalies reported;
- The defect in the Product sold must not be attributable to the Customer or to any intermediary.

In this respect, DUNASYS expressly states that requests for replacement of Products submitted during the commercial warranty period shall not be accepted where:

- The part to be replaced has already been substituted by a non-original part by the Customer or any intermediary;
- Installation of the part was not carried out in accordance with procedures established by DUNASYS;
- Installation was not performed by professionals approved or recommended by DUNASYS;
- 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.
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Where the conditions of the commercial warranty are met, DUNASYS may:

- Repair the defective Product;
- Replace it with an identical new or used Product;
- Replace it with an equivalent Product providing the same functionalities, whether new or used, particularly where the original Product is no longer manufactured.

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## Software Warranty

DUNASYS warrants the software against any non-conformity with the contractual documentation as well as against any hidden defects.

## 11. OWNERSHIP AND USE OF DATA

### 1. Ownership of Products, Software and Infrastructure

Products designed and configured by DUNASYS, together with all associated software, firmware, databases, algorithms, architectures, interfaces, technical documentation and server infrastructures, shall remain the exclusive property of DUNASYS or its partners.

No contractual provision shall be interpreted as transferring to the Customer any intellectual property rights in such elements.

The databases operated by DUNASYS are protected under copyright law and under the sui generis rights of database producers.

### 2. Ownership of Data

Raw data collected by devices installed at the Customer's premises (hereinafter referred to as the "Source Data") shall remain the property of the Customer, provided that such data originates directly from its equipment or activities.

Structured databases, processing operations, enrichments, aggregations, formatting, indicators, dashboards, analytical algorithms and, more generally, any added value resulting from the processing of Source Data by DUNASYS (hereinafter referred to as the "Processed Data") shall remain the exclusive property of DUNASYS.

The Customer grants DUNASYS, for the duration of the Agreement and for the purposes of its performance, as well as for the maintenance, improvement, development and optimization of its products and services, a non-exclusive, worldwide, royalty-free licence, sublicensable to companies within its group and to subcontractors involved in the performance of the services, over the Source Data.

DUNASYS is authorized to analyse, aggregate and use Source Data for statistical, technical, commercial, research and development purposes, provided that any information published

or communicated to third parties is first anonymized in such a manner that neither the Customer nor any identifiable natural person can be identified.

DUNASYS undertakes to process collected Data confidentially and in compliance with applicable personal data protection regulations.

### **Geolocation**

The Data also includes the location of the device.

The Customer's location information shall be treated in strict confidence by DUNASYS.

By using location-based services, the Customer consents to DUNASYS transmitting, collecting, maintaining, processing and using the Customer's Data and location requests in order to provide and improve location-based products and services.

The Customer represents and warrants to DUNASYS that it has a lawful basis for using the location service and that it has complied with all applicable transparency obligations to inform data subjects or has obtained informed consent for the transfer and processing of their personal data.

It is the Customer's responsibility to ensure that it does not breach any legal or contractual provision relating to data localization requirements applicable to it.

### **Data Hosting**

Data hosting arrangements are determined in the Agreement signed with the Customer.

Failing such provision, Data shall be hosted on servers owned by or leased by DUNASYS.

## **12. PAYMENT**

Invoices shall be issued either on the date of delivery or subsequently. By agreement with the Customer, invoicing arrangements may differ.

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

Deposit invoices are payable immediately.

No discount shall be granted for early payment.

Invoices shall be paid by any means commonly accepted in commercial practice, primarily by bank transfer.

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

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If an invoice is not paid in full by the payment due date referred to above, DUNASYS reserves the right to claim late-payment penalties on the outstanding amounts from the first day following the due date, without any prior formal notice being required and without prejudice to any claim for damages.

DUNASYS reserves the right to make execution of any order conditional upon prior payment of all due and payable sums owed by the Customer, including sums relating to other orders. The amount of late-payment penalties shall be calculated by applying an interest rate equal to three (3) times the statutory interest rate to the outstanding amounts due.

The fixed compensation for recovery costs payable by the debtor in the event of late payment shall amount to forty Euros (€40), pursuant to Articles L.441-6 and D.441-5 of the French Commercial Code.

Furthermore, in the event of late payment and, more generally, in the event of any breach by the Customer of any provision of these General Conditions, DUNASYS reserves the right to cancel the Customer's order and refuse any new order issued by the Customer.

Unless different conditions are stated in the quotation/commercial offer accepted by the parties, these invoicing and payment conditions shall apply.

### 13. CONFIDENTIALITY

In the performance of the Agreement, each party may disclose to the other confidential information, including technical, commercial, financial, strategic information or information relating to its products, services, know-how, methods, software, data or customers (hereinafter the "Confidential Information").

All information communicated in writing, orally or in any other form, identified as confidential or whose confidential nature is apparent from its nature or the circumstances of its disclosure, shall be considered Confidential Information.

Each party undertakes to:

- Keep all Confidential Information received strictly confidential;
- Use such information solely for the purposes of performing the Agreement;
- Not disclose such information to third parties without the prior written consent of the other party;
- Take all reasonable measures necessary to protect such information.

This obligation shall not apply to information:

- Already known to the receiving party before disclosure;
- Which enters the public domain without fault of the receiving party;
- Lawfully obtained from a third party not subject to a confidentiality obligation;

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- Whose disclosure is required by law or by a competent authority.

The confidentiality obligation shall remain in force throughout the contractual relationship and for a period of five (5) years following its termination, regardless of the reason for termination.

#### **14. COMMERCIAL REFERENCES**

Unless the Customer objects in writing, DUNASYS shall be entitled to mention the Customer's name among the commercial references that DUNASYS may cite or publish.

#### **15. FORCE MAJEURE**

DUNASYS shall not be held liable for any failure to perform its contractual obligations resulting from a force majeure event as defined by Article 1218 of the French Civil Code and French case law.

A force majeure event shall mean any event beyond the reasonable control of DUNASYS, unforeseeable at the time the Agreement was concluded and whose effects cannot be avoided through appropriate measures, preventing or delaying the performance of its obligations.

The following events shall notably be considered force majeure events, without limitation: embargoes, shortages of raw materials or components, internal strikes or strikes affecting a supplier or carrier, lock-outs, total or partial destruction of premises or facilities, exceptional weather conditions, natural disasters, acts of public authorities of a fiscal, customs, regulatory or health-related nature, epidemics or pandemics declared by the competent authorities, confinement measures or travel restrictions, maritime, air or land blockades, large-scale cyberattacks, nationwide social unrest, civil disturbances, states of emergency or martial law.

In the event of such an occurrence, DUNASYS may suspend all or part of the performance of its obligations for the duration of the event without incurring any liability.

DUNASYS shall inform the Customer of the occurrence of the event by any written means within a reasonable period after becoming aware of it.

If the impediment continues for more than [60] days, either party may terminate the Agreement automatically with respect to the unperformed portion, without compensation being payable by either party.

The Customer may recover the Products ordered, subject to payment for services already performed as of the date of occurrence of the event.

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## 16. RETENTION OF TITLE

The Products shall remain the property of DUNASYS until full payment of the purchase price has been received.

Where DUNASYS supplies elements or parts intended to be incorporated into Products otherwise entrusted by the Customer, DUNASYS shall remain the sole owner of such Products and parts until full payment has been made by the Customer.

## 17. ACCESS RIGHTS TO TELEMATICS DATA

DUNASYS grants the Customer, for the duration of the Agreement and subject to full payment of all amounts due, a personal and non-exclusive right:

- To access the Processed Data through the interfaces made available, on a continuous basis, the Customer being solely responsible for the retention and preservation of such data;
- To consult, download and use such data solely for the purposes of its business activities.

This right of access does not confer any right of direct access to the server infrastructure or underlying databases.

Upon expiry or termination of the Agreement, for any reason whatsoever:

- The Customer's access rights shall terminate immediately;
- DUNASYS may delete or anonymize the Processed Data.

## 18. DUTY TO COOPERATE

The Customer shall make available to DUNASYS all information that may contribute to the proper performance of the services.

## 19. NON-SOLICITATION OF PERSONNEL

Unless a clause more favourable to DUNASYS has been specifically agreed and signed with the Customer, the Customer undertakes not to solicit, directly or indirectly, any employee of DUNASYS.

This undertaking shall remain in force throughout the duration of the Agreement between the Customer and DUNASYS and for twelve (12) months following termination of the

Agreement, regardless of the reason for termination and even if the solicitation originates from the employee concerned.

In the event of breach of this non-solicitation undertaking, the Customer shall pay DUNASYS a lump-sum indemnity equal to twelve (12) months of the gross salary received by each employee concerned prior to his or her departure.

## **20. NON-CIRCUMVENTION UNDERTAKING**

In the event that DUNASYS enters into a service agreement with a Customer and subcontracts part of the services to a third party (whether pursuant to a distribution agreement or otherwise), the Customer shall not directly solicit the subcontractor during the term of the service agreement and for a period of one (1) year following its termination for any reason whatsoever.

In the event of breach of this clause, DUNASYS shall be entitled to claim penalties of one hundred Euros (€100) per day from the Customer until the breach ceases, without prejudice to any claim for damages.

## **21. GOVERNING LAW AND DISPUTE RESOLUTION**

These General Conditions and the Services governed thereby shall be established, interpreted and governed in accordance with French law.

In the event of any dispute relating to the formation or performance of an order, exclusive jurisdiction shall be vested in the Commercial Court of Paris, including in summary proceedings, incidental claims, third-party proceedings and warranty claims, notwithstanding multiple proceedings or defendants, regardless of the method of payment and notwithstanding any jurisdiction clause contained in the Customer's purchasing terms and conditions.

## **22. SEVERABILITY AND AMENDMENT OF THE AGREEMENT**

Should any provision of this Agreement be declared invalid, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect between the parties.

Any contractual amendment shall only be valid if made in writing and signed by both parties.

### 23. PERSONAL DATA PROTECTION

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, DUNASYS, acting as Data Controller, implements personal data processing for the purpose of selling and delivering the products and services defined in this Agreement.

The Customer is informed of the following:

- Identity and contact details of the Data Controller and, where applicable, its representative: [rgpd@dunasys.com](mailto:rgpd@dunasys.com)
- Contact details of the Data Protection Officer: [rgpd@dunasys.com](mailto:rgpd@dunasys.com)
- Legal basis of the processing: performance of the Agreement;
- Recipients or categories of recipients of personal data, where applicable: the Data Controller, its marketing department, IT security department, sales, ordering and delivery departments, subcontractors involved in sales and delivery operations, and any authority legally entitled to access such personal data – no transfer outside the European Union is planned;
- Personal data is retained for the period necessary for performance of the contractual relationship and is then archived for a period of five (5) years for evidentiary purposes. Billing data is retained for ten (10) years in accordance with legal requirements. Data used for commercial prospecting purposes is retained for three (3) years from the Customer's last contact;
- The data subject has the right to request access to, rectification or erasure of personal data, restriction of processing, to object to processing and to exercise the right to data portability;
- The data subject has the right to lodge a complaint with a supervisory authority;
- Information requested when placing an order is necessary for invoice issuance (legal obligation) and delivery of the goods ordered, failing which the order cannot be processed;
- No automated decision-making or profiling is carried out through the ordering process.

### 24. UPDATES TO THE GENERAL TERMS AND CONDITIONS OF SALE

DUNASYS reserves the right to modify these General Terms and Conditions of Sale at any time, in particular to take account of legal, regulatory, technical or commercial developments.

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The General Terms and Conditions of Sale applicable to an order are those in force on the date of its acceptance by the Customer. They are available on the DUNASYS website ([www.dunasys.com](http://www.dunasys.com)) and may be provided upon request.

The version of the General Terms and Conditions of Sale expressly accepted by the Customer when placing the order shall prevail throughout the performance of the relevant agreement.

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Where the order concerns Products that may be considered specific Products (including high-value Products and high-technology Products), the Customer undertakes to inform DUNASYS sufficiently in advance so that DUNASYS may take all necessary measures accordingly (for example: insurance coverage).

### 4. PRICES

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

Prices are exclusive of taxes and expressed in Euros (€).

Any tax, duty, charge or other levy that may become payable in connection with the performance and delivery of the Products and services shall be borne by the Customer at the rate applicable on the date of invoicing, unless otherwise stated in the quotation or offer.

DUNASYS reserves the right to modify its prices at any time. However, it undertakes to invoice the Products or services ordered at the prices indicated when the order was recorded.

### 5. DELIVERY TIMES

Delivery times are agreed with the Customer and are specified in the quotation/offer. They shall commence upon receipt of the quotation signed by the Customer, the order and, where applicable, upon receipt of the deposit payment specified in the quotation/offer.

Performance deadlines are provided for information purposes only. Any delay shall under no circumstances give rise to penalties or compensation, nor justify cancellation of the order, except in the event of serious default attributable to DUNASYS. In any event, any liability of DUNASYS relating to delivery times shall be limited to direct damages only and shall be strictly subject to the provisions set out in the article entitled "Liability".

## 6. TRANSPORTATION

Unless otherwise stated in the quotation/offer, the transfer of risks and the allocation of all costs relating to the delivery of the Products shall be carried out in accordance with ICC INCOTERMS® 2020 under the following conditions:

### 1. Deliveries from Metropolitan France to Metropolitan France

**ICC INCOTERMS® 2020 DAP (Delivered At Place).** The choice of carrier and means of transportation used for delivery of the Products shall be freely determined by DUNASYS. Unless otherwise stated in the quotation/offer, deliveries shall be arranged and paid for by DUNASYS and made to a single location designated by the Customer at the time the order is placed, which may be its factories, warehouses or registered office. The choice of carrier and means of transportation used for the delivery of the Products sold shall remain at the sole discretion of DUNASYS.

### 2. Deliveries from Metropolitan France to a country or region outside Metropolitan France

**ICC INCOTERMS® 2020 FCA (Free Carrier).** The Products shall travel at the Customer's sole risk. Accordingly, from the moment the Products are handed over to the carrier until the delivery location designated by the Customer, the Products shall remain under the Customer's responsibility and the Customer shall bear all risks that the Products may suffer or cause, for any reason whatsoever, including force majeure, unforeseen events or the acts of third parties.

## 7. ACCEPTANCE UPON DELIVERY

The quantity and condition of the Products must be checked by the Customer at the time of delivery. Confirmation that the delivery conforms to the order shall be evidenced by the Customer signing without reservation the delivery note presented by the carrier (hereinafter the "**Delivery Note**") or the receipt/delivery note enclosed with or sent by DUNASYS together with the delivery.

In the case of services or software deliveries, conformity shall be evidenced by the absence of any complaint email sent by the Customer to DUNASYS within two (2) weeks following delivery. The work performed shall then be deemed accepted and DUNASYS shall incur no further liability other than within the limits set forth in the article entitled "WARRANTY" of these General Conditions.

In the event of delivery of Products, it shall be the Customer's responsibility, in the event of damage or shortages, to make any necessary findings, reservations or claims on the Delivery Note and to confirm such findings, reservations or claims by bailiff's act or by

registered letter with acknowledgement of receipt addressed to the carrier within twenty-four (24) hours following receipt of the goods.

In addition, such findings, reservations or claims must be brought to the attention of DUNASYS by email within a maximum period of forty-eight (48) hours following receipt.

Failing compliance with the above procedure, the Products, software or services shall be deemed compliant. Consequently, no claim relating to apparent non-conformities may be accepted, without prejudice to any applicable statutory or contractual warranties. DUNASYS reserves the right to carry out any verification on site.

## 8. PRODUCT INSTALLATION

Where Products are installed directly by DUNASYS or by any service provider of its choice, delivery of the Product(s) shall be deemed completed upon delivery to the Customer of a Delivery Note for the Product(s), together with a **Service Report** following the intervention on its vehicles. The Service Report includes installation and, where applicable, activation of the device on each vehicle identified at the end of the installation. It is on this Delivery Note that the Customer must indicate any reservations at the time of signature, immediately upon completion of the installation.

The deadlines within which DUNASYS undertakes to carry out delivery and installation of the devices are described in the Commercial Offer, the terms of which are accepted by the Customer (either through the issuance of a Purchase Order or through signature of the Offer).

The Customer undertakes to make available to DUNASYS its vehicle(s) in a covered area, protected from weather conditions, reserved exclusively for this purpose during the intervention period, thereby enabling DUNASYS technicians to perform their work while limiting the risks of personal injury and property damage.

In the event of non-compliance with this obligation by the Customer resulting in an accident of any kind, regardless of the reason invoked, DUNASYS reserves the right to seek compensation from the Customer.

## 9. LIABILITY

DUNASYS undertakes to perform the services provided under the Agreement with due care. The Customer may report any defect attributable to DUNASYS, provided that it notifies DUNASYS in writing as soon as the error is discovered.

However, this right to claim shall expire:

- no later than six (6) months after completion of the services; or
- no later than one (1) year after receipt of the Products, including telematics and recording devices.

From the date of receipt, the Customer shall be solely responsible for the use of the Products and software.

DUNASYS shall only be liable for direct, material and foreseeable damages resulting from a proven breach of its contractual obligations.

All indirect damages are expressly excluded, including loss of business, loss of turnover, loss of data, loss of production, loss of profit, commercial loss, damage to reputation, loss of enjoyment, penalties or claims from third parties.

DUNASYS shall further disclaim all liability for damages resulting from any modification, adaptation, integration or manipulation of the Products or software by the Customer or any unauthorized third party.

In any event, should DUNASYS be held liable for any reason whatsoever, the total amount recoverable from DUNASYS, on all grounds combined, shall not exceed the amount excluding VAT actually paid by the Customer in respect of the Product or service concerned.

Unless expressly agreed otherwise, Products supplied by DUNASYS must be used exclusively by trained personnel and under strictly controlled conditions.

## 10. WARRANTY

In accordance with applicable law, DUNASYS assumes the statutory warranties relating to conformity and hidden defects.

Unless otherwise provided in the quotation/commercial offer, DUNASYS' commercial warranty shall apply, subject to full payment, to all supplies provided by DUNASYS for a period of six (6) months from the delivery date for software and one (1) year for products, including electronic devices marketed by DUNASYS.

### Warranty Return Procedure (After-Sales Service)

- Obtain the warranty return form available on [www.dunasys.com](http://www.dunasys.com) or request it by email at [contact@dunasys.com](mailto:contact@dunasys.com);
- Complete the form and return it to [contact@dunasys.com](mailto:contact@dunasys.com);
- DUNASYS shall acknowledge receipt of the completed form within five (5) business days;
- DUNASYS shall then communicate, within a further five (5) business days, the return procedure applicable to the Customer's specific case.

The warranty period shall automatically be extended by the duration of any event covered by the DUNASYS warranty.

At the end of the warranty period, maintenance and repair costs shall be borne by the Customer according to the rates in force on the date of intervention and shall be subject to a commercial offer to be accepted.

### Warranty for Electronic Devices

With regard to electronic devices marketed by DUNASYS, the warranty period shall commence, depending on the option selected by the Customer in the order, either from the date of installation of such devices where installation is carried out by DUNASYS or its service provider, or from the date of receipt of the devices by the Customer where installation is carried out by the Customer or its service provider.

This warranty covers any defect in the Product sold occurring during its use by the Customer, provided that such use corresponds to normal use of the Product sold. Should

any Product purchased by the Customer from DUNASYS prove defective during use, DUNASYS shall replace it, subject to compliance with the following conditions:

- The Customer must have notified the defect and returned the Product sold to DUNASYS before expiration of the commercial warranty period;
- The returned Product must be complete and accompanied by its invoice and, where applicable, its serial number;
- The Customer shall provide any evidence relating to the existence of the defects or anomalies reported;
- The defect in the Product sold must not be attributable to the Customer or to any intermediary.

In this respect, DUNASYS expressly states that requests for replacement of Products submitted during the commercial warranty period shall not be accepted where:

- The part to be replaced has already been substituted by a non-original part by the Customer or any intermediary;
- Installation of the part was not carried out in accordance with procedures established by DUNASYS;
- Installation was not performed by professionals approved or recommended by DUNASYS;
- 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.

Where the conditions of the commercial warranty are met, DUNASYS may:

- Repair the defective Product;
- Replace it with an identical new or used Product;
- Replace it with an equivalent Product providing the same functionalities, whether new or used, particularly where the original Product is no longer manufactured.

## Software Warranty

DUNASYS warrants the software against any non-conformity with the contractual documentation as well as against any hidden defects.

## 11. OWNERSHIP AND USE OF DATA

### 1. Ownership of Products, Software and Infrastructure

Products designed and configured by DUNASYS, together with all associated software, firmware, databases, algorithms, architectures, interfaces, technical documentation and server infrastructures, shall remain the exclusive property of DUNASYS or its partners.

No contractual provision shall be interpreted as transferring to the Customer any intellectual property rights in such elements.

The databases operated by DUNASYS are protected under copyright law and under the sui generis rights of database producers.

## 2. Ownership of Data

Raw data collected by devices installed at the Customer's premises (hereinafter referred to as the "**Source Data**") shall remain the property of the Customer, provided that such data originates directly from its equipment or activities.

Structured databases, processing operations, enrichments, aggregations, formatting, indicators, dashboards, analytical algorithms and, more generally, any added value resulting from the processing of Source Data by DUNASYS (hereinafter referred to as the "**Processed Data**") shall remain the exclusive property of DUNASYS.

The Customer grants DUNASYS, for the duration of the Agreement and for the purposes of its performance, as well as for the maintenance, improvement, development and optimization of its products and services, a non-exclusive, worldwide, royalty-free licence, sublicensable to companies within its group and to subcontractors involved in the performance of the services, over the Source Data.

DUNASYS is authorized to analyse, aggregate and use Source Data for statistical, technical, commercial, research and development purposes, provided that any information published or communicated to third parties is first anonymized in such a manner that neither the Customer nor any identifiable natural person can be identified.

DUNASYS undertakes to process collected Data confidentially and in compliance with applicable personal data protection regulations.

### Geolocation

The Data also includes the location of the device.

The Customer's location information shall be treated in strict confidence by DUNASYS.

By using location-based services, the Customer consents to DUNASYS transmitting, collecting, maintaining, processing and using the Customer's Data and location requests in order to provide and improve location-based products and services.

The Customer represents and warrants to DUNASYS that it has a lawful basis for using the location service and that it has complied with all applicable transparency obligations to inform data subjects or has obtained informed consent for the transfer and processing of their personal data.

It is the Customer's responsibility to ensure that it does not breach any legal or contractual provision relating to data localization requirements applicable to it.

### Data Hosting

Data hosting arrangements are determined in the Agreement signed with the Customer.

Failing such provision, Data shall be hosted on servers owned by or leased by DUNASYS or its supplier.

## 12. PAYMENT

Invoices shall be issued either on the date of delivery or subsequently. By agreement with the Customer, invoicing arrangements may differ.

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

Deposit invoices are payable immediately.

No discount shall be granted for early payment.

Invoices shall be paid by any means commonly accepted in commercial practice, primarily by bank transfer.

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

If an invoice is not paid in full by the payment due date referred to above, DUNASYS reserves the right to claim late-payment penalties on the outstanding amounts from the first day following the due date, without any prior formal notice being required and without prejudice to any claim for damages.

DUNASYS reserves the right to make execution of any order conditional upon prior payment of all due and payable sums owed by the Customer, including sums relating to other orders.

The amount of late-payment penalties shall be calculated by applying an interest rate equal to three (3) times the statutory interest rate to the outstanding amounts due.

The fixed compensation for recovery costs payable by the debtor in the event of late payment shall amount to forty Euros (€40), pursuant to Articles L.441-6 and D.441-5 of the French Commercial Code.

Furthermore, in the event of late payment and, more generally, in the event of any breach by the Customer of any provision of these General Conditions, DUNASYS reserves the right to cancel the Customer's order and refuse any new order issued by the Customer.

Unless different conditions are stated in the quotation/commercial offer accepted by the parties, these invoicing and payment conditions shall apply.

## 13. CONFIDENTIALITY

In the performance of the Agreement, each party may disclose to the other confidential information, including technical, commercial, financial, strategic information or information relating to its products, services, know-how, methods, software, data or customers (hereinafter the "**Confidential Information**").

All information communicated in writing, orally or in any other form, identified as confidential or whose confidential nature is apparent from its nature or the circumstances of its disclosure, shall be considered Confidential Information.

Each party undertakes to:

- Keep all Confidential Information received strictly confidential;
- Use such information solely for the purposes of performing the Agreement;

- Not disclose such information to third parties without the prior written consent of the other party;
- Take all reasonable measures necessary to protect such information.

This obligation shall not apply to information:

- Already known to the receiving party before disclosure;
- Which enters the public domain without fault of the receiving party;
- Lawfully obtained from a third party not subject to a confidentiality obligation;
- Whose disclosure is required by law or by a competent authority.

The confidentiality obligation shall remain in force throughout the contractual relationship and for a period of five (5) years following its termination, regardless of the reason for termination.

## 14. COMMERCIAL REFERENCES

Unless the Customer objects in writing, DUNASYS shall be entitled to mention the Customer's name among the commercial references that DUNASYS may be required to cite or publish.

## 15. FORCE MAJEURE

DUNASYS shall not be held liable for any failure to perform its contractual obligations resulting from a force majeure event as defined by Article 1218 of the French Civil Code and French case law.

A force majeure event shall mean any event beyond the reasonable control of DUNASYS, unforeseeable at the time the Agreement was concluded and whose effects cannot be avoided through appropriate measures, preventing or delaying the performance of its obligations.

The following events shall notably be considered force majeure events, without limitation: embargoes, shortages of raw materials or components, internal strikes or strikes affecting a supplier or carrier, lock-outs, total or partial destruction of premises or facilities, exceptional weather conditions, natural disasters, acts of public authorities of a fiscal, customs, regulatory or health-related nature, epidemics or pandemics declared by the competent authorities, confinement measures or travel restrictions, maritime, air or land blockades, large-scale cyberattacks, nationwide social unrest, civil disturbances, states of emergency or martial law.

In the event of such an occurrence, DUNASYS may suspend all or part of the performance of its obligations for the duration of the event without incurring any liability.

DUNASYS shall inform the Customer of the occurrence of the event by any written means within a reasonable period after becoming aware of it.

If the impediment continues for more than [60] days, either party may terminate the Agreement automatically with respect to the unperformed portion, without compensation being payable by either party.

The Customer may recover the Products ordered, subject to payment for services already performed as of the date of occurrence of the event.

## 16. RETENTION OF TITLE

The Products shall remain the property of DUNASYS until full payment of the purchase price has been received.

Where DUNASYS supplies elements or parts intended to be incorporated into Products otherwise entrusted by the Customer, DUNASYS shall remain the sole owner of such Products and parts until full payment has been made by the Customer.

## 17. ACCESS RIGHTS TO TELEMATICS DATA

DUNASYS grants the Customer, for the duration of the Agreement and subject to full payment of all amounts due, a personal and non-exclusive right:

- To access the Processed Data through the interfaces made available, on a continuous basis, the Customer being solely responsible for the retention and preservation of such data;
- To consult, download and use such data solely for the purposes of its business activities.

This right of access does not confer any right of direct access to the server infrastructure or underlying databases.

Upon expiry or termination of the Agreement, for any reason whatsoever:

- The Customer's access rights shall terminate immediately;
- DUNASYS TELEMATICS may delete or anonymize the Processed Data.

## 18. DUTY TO COOPERATE

The Customer shall make available to DUNASYS all information that may contribute to the proper performance of the services.

## 19. NON-SOLICITATION OF PERSONNEL

Unless a clause more favourable to DUNASYS has been specifically agreed with the Customer, the Customer undertakes not to solicit, directly or indirectly, any employee of DUNASYS.

This undertaking shall remain in force throughout the duration of the Agreement between the Customer and DUNASYS and for twelve (12) months following termination of the Agreement, regardless of the reason for termination and even if the solicitation originates from the employee concerned.

In the event of breach of this non-solicitation undertaking, the Customer shall pay DUNASYS a lump-sum indemnity equal to twelve (12) months of the gross salary received by each employee concerned prior to his or her departure.

## 20. NON-CIRCUMVENTION UNDERTAKING

In the event that DUNASYS enters into a service agreement with a Customer and

subcontracts part of the services to a third party (whether pursuant to a distribution agreement or otherwise), the Customer shall not directly solicit the subcontractor during the term of the service agreement and for a period of one (1) year following its termination for any reason whatsoever.

In the event of breach of this clause, DUNASYS shall be entitled to claim penalties of one hundred Euros (€100) per day from the Customer until the breach ceases, without prejudice to any claim for damages.

## 21. GOVERNING LAW AND DISPUTE RESOLUTION

These General Conditions and the Services governed thereby shall be established, interpreted and governed in accordance with French law.

In the event of any dispute relating to the formation or performance of an order, exclusive jurisdiction shall be vested in the Commercial Court of Paris, including in summary proceedings, incidental claims, third-party proceedings and warranty claims, notwithstanding multiple proceedings or defendants, regardless of the method of payment and notwithstanding any jurisdiction clause contained in the Customer's purchasing terms and conditions.

## 22. SEVERABILITY AND AMENDMENT OF THE AGREEMENT

Should any provision of this Agreement be declared invalid, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect between the parties.

Any contractual amendment shall only be valid if made in writing and signed by both parties.

## 23. PERSONAL DATA PROTECTION

In accordance with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, DUNASYS, acting as **Data Controller**, implements personal data processing for the purpose of selling and delivering the products and services defined in this Agreement.

The Customer is informed of the following:

- Identity and contact details of the Data Controller and, where applicable, its representative: [rgpd@dunasys.com](mailto:rgpd@dunasys.com);
- Contact details of the Data Protection Officer: [rgpd@dunasys.com](mailto:rgpd@dunasys.com);
- Legal basis of the processing: performance of the Agreement;
- Recipients or categories of recipients of personal data, where applicable: the Data Controller, its marketing department, IT security department, sales, ordering and delivery departments, subcontractors involved in sales and delivery operations, and any authority legally entitled to access such personal data – no transfer outside the European Union is planned;

- Personal data is retained for the period necessary for performance of the contractual relationship and is then archived for a period of five (5) years for evidentiary purposes. Billing data is retained for ten (10) years in accordance with legal requirements. Data used for commercial prospecting purposes is retained for three (3) years from the Customer's last contact;
- The data subject has the right to request access to, rectification or erasure of personal data, restriction of processing, to object to processing and to exercise the right to data portability;
- The data subject has the right to lodge a complaint with a supervisory authority;
- Information requested when placing an order is necessary for invoice issuance (legal obligation) and delivery of the goods ordered, failing which the order cannot be processed;
- No automated decision-making or profiling is carried out through the ordering process.

## 24. UPDATES TO THE GENERAL TERMS AND CONDITIONS OF SALE

DUNASYS reserves the right to modify these General Terms and Conditions of Sale at any time, in particular to take account of legal, regulatory, technical or commercial developments.

The General Terms and Conditions of Sale applicable to an order are those in force on the date of its acceptance by the Customer. They are available on the DUNASYS website ([www.dunasys.com](http://www.dunasys.com)) and may be provided upon request.

The version of the General Terms and Conditions of Sale expressly accepted by the Customer when placing the order shall prevail throughout the performance of the relevant agreement.