

I - General points and definitions

1.1 These general terms and conditions of sale ("General Terms and Conditions") form an integral part of and apply to:

- i) Any offer including its particular terms and conditions (hereinafter "Offer") issued by BEHAR SECURITE (hereinafter the "Seller"), which shall prevail over these General Terms and Conditions in the event of any contradiction,

- ii) Any resulting contract of sale entered into by the Seller with a customer (hereinafter the "Buyer"), or

- iii) Any order issued by the Buyer, whether or not in response to an Offer and accepted by the Seller, relating to the supply of Product(s) and/or

- iv) Any Project(s) in France

Together referred to hereinafter as the "Contract".

It is understood that the General Terms and Conditions may be subject to negotiation. Any acceptance of the Offer, in whatever form, implies acceptance of the General Conditions and formation of the Contract.

1.2 The validity period of the Offer is defined in the particular terms and conditions of the Offer. Failing this, the Offer will be valid for thirty (30) days from the date of its issue, where the term "days" refers to calendar days, unless expressly stated otherwise in these General Terms and Conditions.

The Seller reserves the right to make any changes to its Offer at any time, notably, to the layout, shape, colour, size or material of the Products and/or Projects shown, described and specified in its catalogues and leaflets.

1.3 Definitions

"DROM-COM": refers to the overseas departments and regions (Guadeloupe, French Guiana, Martinique, Mayotte, Reunion) and overseas collectivities (Saint-Barthélemy, Saint-Martin, Saint-Pierre-et-Miquelon, French Polynesia and Wallis-et-Futuna; New Caledonia and the French Southern and Antarctic Territories).

"Basic Nuclear Facility" means any nuclear power plant and reactor, facility for the treatment or storage of radioactive waste; nuclear research laboratories; reactors for the production of medical radioisotopes; nuclear defence activities; and any other nuclear infrastructure or activity for safety or activity related to the nuclear fuel cycle.

- Subsidiaries": means any company that BEHAR SECURITE directly or indirectly controls or over which it exercises control within the meaning of Article L.233-3 of the French Commercial Code.

- Software": means the programs, processes, rules and, where applicable, the corresponding documentation, relating to the operation of a data processing package that can be downloaded onto the Buyer's information system i) included in the Product(s) supplied by the Seller, ii) accompanying them or iii) made available by the Seller separately/independently of any Product, in the form of object code, as defined in the Offer and/or the Contract.

- Products": means any equipment, material or spare part which is the subject of a Supply Offer or the Contract.

- "Project": means any Product or set of Products, with or without Software(s) or SaaS Solution(s) which must be specifically adapted, as the case may be, as part of specific studies, in order to meet the technical requirements defined in the Seller's offer and/or which is installed and/or commissioned by the Seller and/or for which support services are sold with the Product, or any set of Products, with or without Software/SaaS Solution(s).

- SaaS Solutions": means any software solution accessible over the Internet as a service available on a cloud platform hosted by the Seller or by a third party.

- "Services": refers to all the services provided by the Seller to the Buyer, whether for consideration or not, other than the sale of Products, which may include, in particular, the provision of technical services, maintenance, assistance, support, training, digital services, remote services, software services, including SaaS-type services, as well as any other services agreed between the Parties in the Offer or applicable contractual documents.

II- Obligations of the Buyer**2.1 General obligations of the Buyer**

The Buyer shall provide in a timely manner any documentation/input/cooperation, approval or instruction as well as the operational conditions necessary for the performance of the Contract.

The Buyer must inform the Seller of all the specific requirements for the performance of the Contract on its site, if applicable (safety standards of the site of intervention, possible dangers related to neighboring installations/equipment) and keep it informed of any changes to these conditions. The Seller may at any time refuse to perform the Contract, at the Buyer's expense and risk, if it considers that certain conditions of performance are not met.

The Buyer has a period of fifteen (15) days from the date of dispatch of the documents/plans/studies sent by the Seller to communicate its agreement or to make its comments to the Seller.

In the absence of a response, the plans and/or documents will be considered approved. Any reservation afterwards by the Buyer will be treated as a request for modification and shall, subject to the provisions governing requests for modification, be executed at the expense of the Buyer after written agreement of the Parties.

2.2 Buyer's cybersecurity obligations

2.2.1 The Buyer is solely responsible for the implementation and maintenance of its own computer network, systems, machines and data (individually and collectively, referred to as the "Information System(s)" in this article) to protect it, against any event that may compromise, damage, the security, integrity, availability or confidentiality of the Buyer's Information System (hereinafter "Cyber Threat" or "Cyberattack"); In addition to the aforementioned obligations, the Buyer must at least:

(a) promptly update or correct its Information System or implement other appropriate measures in accordance with any reported Cyber Threat or Cyberattack and in accordance with any security notification or bulletin;

(b) comply with Seller's recommended cybersecurity best practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, and then-current industry standards;

(c) promptly install updates and patches as soon as they become available in accordance with Seller's installation instructions and using the latest version of the Products/Software or Projects, if applicable. An "Update" means any software that contains error correction and/or minor improvements or enhancements but does not contain significant new features. A "Patch" is an update that fixes a vulnerability.

2.2.2 Identification of the vulnerability or cyber threat

If Buyer identifies or becomes aware of any vulnerabilities or cyber threats related to the SaaS

Product(s)/Software/Solution(s) or Project(s) for which Seller has not released a Patch, Buyer shall promptly notify Seller of such vulnerability or other Cyber Threats via Seller's "Report a Vulnerability" page <https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp> and further provide Seller with all reasonable information requested regarding this vulnerability or any other Cyber threat (collectively "Feedback").

Seller shall have a non-exclusive, perpetual, irrevocable right to use, display, reproduce, modify, and distribute the Feedback for the sole purpose of analyzing and repairing such vulnerabilities, improving the security, functionality, or performance of the Products, Software, SaaS Solutions, or Projects, without compensation to Buyer. Feedback shall not be deemed to include any confidential information of the Buyer. Exceptionally, if such information or the intellectual property rights of third parties are contained therein, the Seller will treat it as confidential and will not disclose it to third parties, unless required by law or regulation. Seller shall not publicly disclose Buyer's name in connection with the Feedback or Seller's use thereof unless Buyer's prior written consent is obtained. By submitting Feedback, Buyer represents and warrants to Seller that Buyer has all necessary rights to such Feedback and all information contained therein, including to grant Seller the foregoing rights.

2.2.3. The Buyer shall not conduct, directly or indirectly, any security test, including but not limited to penetration tests, vulnerability scans, active technical audits or any attempt to gain unauthorized access to the Seller's Products/Services/Software/Projects and/or systems, networks, applications or infrastructure, without the prior written consent of the Seller, failing which such violation of the Seller's rights shall be considered a breach of contract by the Buyer and the Contract may be terminated by operation of law by the Seller without prejudice to any additional remedies/damages. In addition, the Buyer shall hold harmless and indemnify the Seller against all consequences/damages caused by such violation of this prohibition.

2.3 Buyer's Obligations related to Products use in a Basic Nuclear Facility

Buyer agrees not to use, qualify, install or sell any equipment, products or services provided by Seller in connection with a basic nuclear facility for functions contributing to nuclear safety without Seller's prior written approval.

The Buyer undertakes to remain fully compliant with any existing or future applicable nuclear regulations, in accordance with those issued by, the French Authority for Nuclear Safety and Radiation Protection (ASNR) International Atomic Energy Agency (IAEA) or any other domestic competent regulatory authority (here after "Regulations")

Any use in violation of this clause may result in a serious violation of the Applicable Regulations as well as potential serious risks to people, property or the environment.

Therefore, the Seller shall not be liable for any damage of any kind, from any other cause, including, without limitation, direct or indirect, consequential or non-consequential tangible/non-tangible damages, such as, any loss of business, loss of data, financial loss, loss of production/operation/income or damage to reputation resulting from use not in accordance with this article or any consequences resulting from penalties or Potential sanctions imposed by the competent authorities.

The Seller reserves the right to refuse any warranty, assistance or repair in this context and to inform the competent authorities if necessary.

III - Modification, performance, suspension and termination of the Contract

3.1 Any modification to the Contract, and in particular, its price, scope and/or conditions of performance, resulting from i) its normal performance, or ii) a change in the law (including tax law) or a change in the interpretation or application of the law by the competent authorities, or from trade restrictions, promulgated or entering into force after the Contract signature, or (iii) a dispute relating to its performance or non-performance, shall be the subject of a prior written agreement of the Seller and the Buyer, by way of an amendment to the Contract, before any commencement of such modification.

3.2 Each of the Parties may only invoke the exception of non-performance and may only suspend performance of its obligations if the other Party has not effectively performed its own obligations and these are due, such as, in particular, without this list being exhaustive, in the event of failure by the Buyer to comply with its obligation to ensure the safety of the site on which the Seller is going to provide services or carry out work, in the event of non-transmission of input data required by the Buyer or non-payment of invoices sent by the Seller and this, from the first day of late payment of the invoice concerned. In the event of non-performance, the Parties may not, under any circumstances, have the defaulting party's obligations under the Contract performed by a third party.

3.3 In case of Contract suspension not exclusively attributable to the Seller, all costs and expenses incurred by the Seller as a result shall be reimbursed in full by the Buyer on presentation of the corresponding invoices. If performance of the Contract is suspended for any reason whatsoever for more than ninety (90) days, the Seller will then be entitled to terminate the Contract and be compensated for the costs referred to above, without prejudice to any claim for damages.

3.4 The Contract may be terminated unilaterally and by operation of law by either of the Parties if the other Party fails to fulfil one or more of its obligations (including, for the Buyer, failure to comply with its obligation to pay/submit input data/validate deliverables/compliance with export control obligations/take possession of the Product within 5 days of notification of delivery by the Seller) and has not remedied this failure within thirty (30) days of formal notice to this effect sent by the other party by registered letter with acknowledgement of receipt.

If the Contract is terminated for reasons not attributable to the Seller, the Buyer shall pay the Seller the price of the Products delivered, the portion of the Project carried out and all costs incurred up to the date of termination for the Products not yet delivered or the portion of the Project not carried out in accordance with the Contract, without prejudice to any additional damages that the Seller may claim.

The provisions relating to confidentiality, intellectual property and liability shall survive any termination, whatever the cause or basis thereof.

3.5 In any event whatsoever, the Contract shall not be subject to the provisions of the second and third paragraphs of article 1186 of the French Civil Code.

IV - Intellectual property and confidentiality

4.1 The Seller is under no obligation to provide design and/or manufacturing drawings of its Products or Project(s), even if the Products or the Project are delivered with an installation diagram. These plans and diagrams are the exclusive property of the Seller.

4.2 The technology and know-how, whether patented or not, incorporated in the Product(s) or the Project(s), as well as all industrial and intellectual property rights relating to the Product(s) and or the Project(s), are and shall remain the exclusive property of the Seller and all information relating thereto shall be considered by the Buyer to be strictly confidential, including that contained in any plans and documents that may be provided to the Buyer.

Consequently, the Buyer undertakes not to communicate them to any third party.

Only the Buyer is granted, where applicable, a non-exclusive and non-transferable right to use said drawings and/or documents for the purposes of operating and maintaining the Product(s) or the Project(s). Any right to make or have made spare parts is excluded.

V - Software/SaaS solutions

Any Software / SaaS Solution made available by the Seller does not include any updates, support services or associated maintenance.

The Software/SaaS Solution is made available by the Seller in the form of a simple non-exclusive and non-transferable right of use, for the sole purpose of enabling its use in the territory defined in the licence agreement or the general conditions of use accompanying it or in the Offer. In this respect, the Buyer undertakes not to disclose, modify or reproduce the Software/SaaS Solution in any way whatsoever or exploit it for any purpose other than its own needs. No right of commercial exploitation of the Software/SaaS Solution is granted to the Buyer. The Seller reserves all rights to correct the Software/SaaS Solution.

The conditions of use of the Software or SaaS Solutions, whether owned by the Seller or a third party, are set out respectively in the licence agreements or the terms of use which accompany them and any document referring to them.

VI - Prices - Terms of payment - Taxes

6.2 A deposit is due up to thirty (30) % of the total amount of the Contract, excluding tax, and payable on sight by bank transfer upon receipt of the deposit invoice issued by the Seller.

- Payment terms in Metropolitan France: the outstanding sums are payable upon delivery (as defined in Article VII below) of the Products/Software(s)/SaaS Solution(s)/Projects, within thirty (30) days from the date of issue of the invoice.

- Payment deadlines for the French overseas departments and territories:

a) When the Products are made available by the Seller in metropolitan France according to the INCOTERM defined in the Offer, the payment term for the invoices issued by the Seller is sixty (60) days from the date of issue of the invoice, and its sixty (60) days will be deducted i) from the twenty-first day following the date of making the Products available to the Buyer in mainland France according to the INCOTERM defined in the Offer ii) or from the date of customs clearance, whichever is earlier.

b) When the Products are made available by the Seller outside of mainland France in accordance with the INOTERM defined in the Offer, the payment term for invoices issued by the Seller is sixty (60) days from the

date of issue of the invoice, and its sixty (60) days will be deducted from the date of customs clearance at the port of final destination according to the INCOTERM defined in the Offer.

- In all cases, the advance payment will not give the right to any discount.

- In all cases, taking into account the management costs borne by the Seller, any sale of an amount excluding tax of less than one hundred and fifty euros (€150) will be subject to an additional administrative cost.

6.3 In the event of late payment, without prejudice to any damages to which the Seller may be entitled and its right to suspend the performance of the Contract or the Order from the first day of late payment:

-For all Buyers who are legal entities governed by public law and subject to the Public Procurement Code, from the day following the expiry of the payment period or the due date stipulated in the contract, any delay in payment by the Public Buyer shall automatically and without further formality give rise to default interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operations, in force on the first day of the six-month period of the calendar year during which the default interest began to accrue, increased by eight percentage points.

In addition, the Buyer will be required to pay, for each invoice, a fixed indemnity for collection costs of forty (40) euros, in accordance with the applicable mandatory legal provisions.

-For any Buyer under private law, in the event of late payment of this invoice from the day following the expiry of the payment deadline, the latter will be required to pay a late payment penalty calculated by applying to the amounts due, interest equal to one per cent per month of delay, and in any event at least equal to three (3) times the legal interest rate. In addition, for each invoice, the Buyer will be required to pay a flat-rate indemnity for collection costs of forty (40) euros, in accordance with the applicable mandatory legal provisions.

However, if the recovery costs actually incurred by the Seller exceed the amount referred to above, the Seller reserves the right to claim additional compensation from the Buyer, which will be calculated on the basis of the amount of the Contract.

VII - Delivery - retention of title and transfer of risks

7.1 Metropolitan France: Delivery is deemed to have been made as soon as the Products are made available in the Seller's factories or stores in France.

7.2 DROM-COM: Delivery is deemed to have been made as soon as the Products are made available in accordance with the Incoterm defined in the Offer.

7.3 From the time of their Delivery, the Buyer assumes all risks related to the possession, custody and/or use of the Products.

7.4 The Seller retains ownership of the Products until full payment of the price in principal and accessories. In the event of transformation or incorporation of the Products, the transformed products or the goods in which they are incorporated shall become the Seller's pledge until full payment of the price. The Buyer undertakes to disclose the existence of the retention of title to any third party to whom it resells the Products, either as is or incorporated into a whole. In the event of the Products being returned under the terms of this article, any advance payments received by the Seller shall be retained by the Seller, without prejudice to any damages that the Seller may claim.

VIII - Deadlines - Penalties

8.1 Delivery times are indicative unless the Seller expressly agrees to firm delivery times.

8.2 Delivery periods run from the latest of the following dates: (i) unconditional acceptance of the order by the Seller or signature of the Contract by both Parties; (ii) receipt by the Seller of certain information to be provided by the Buyer which would condition the execution of the order or Contract; (iii) receipt of the deposit which the Buyer has undertaken to pay to the Seller.

8.3 In the event of late delivery, where a firm deadline has been agreed by the Seller and in the absence of stipulations to the contrary, for each full week of delay beyond a grace period of one week, a penalty in full discharge will be applied equal to 0.5% of the ex-works price of the Products whose delivery is late, it being specified that this penalty will in any event be capped at ten (10) % of the amount of this base. The Buyer may not set off any sums owed by the Seller in respect of any penalties against any sums owed by the Buyer for any reason whatsoever, without the Seller's prior written consent.

IX - Force Majeure

The Seller shall be released ipso jure from any commitment relating to deadlines in the event of force majeure or events (hereinafter referred to as "Force Majeure") affecting the Seller, its subcontractors and/or its suppliers that are likely to disrupt the organisation or the activity of the company, such as, by way of example, lock-outs, strikes, epidemics or pandemics, war, embargoes, fire, floods, tooling accidents, scrapping of parts during manufacture, interruptions or delays in transport or supplies of raw materials, energy or components, interruptions or delays in transport or supplies of raw materials, energy or components, epidemic or pandemic, war, embargo, fire, flood, tooling accident, scrapping of parts during manufacture, interruption or delay in transport or supplies of raw materials, energy or components, or any other event beyond the control of the Seller, its subcontractors and/or its suppliers.

If the event constituting Force Majeure lasts more than thirty (30) consecutive days, the Parties will meet as soon as possible in order to decide on the follow-up to be given to the performance of the Contract, and if necessary on the practical arrangements arising from the resumption of the performance of the Contract, including in particular the effects on prices and performance times. If no agreement is reached at the end of an additional period of thirty (30) days, the Seller may terminate the Contract or the order by operation of law.

X - Transport Customs - export control

10.1 Metropolitan France: The Products are sold ex works (Cf. Article VII). Consequently, transport, insurance and/or customs clearance operations are the responsibility of the Buyer.

10.2 DROM-COM: delivery of Products are sold and delivered in accordance with provisions defined in the Offer.

10.3 Export Control

1. Products, software, services, technical data, embedded technologies and other items ("Deliverables") supplied or made available under this Agreement, together with all related activities (incl. subcontracted transport), may be subject to applicable national

and international trade, export control, embargo, economic and financial laws and regulations ("Export & Trade Sanctions Laws").

2. Each Party shall comply with all applicable Export & Trade Sanctions Laws and shall not take any action that would cause the other Party to breach such laws. Each Party shall maintain reasonable and effective compliance policies, procedures and controls designed to ensure compliance.

3. Unless all required authorizations, licenses and approvals under applicable Export & Trade Sanctions Laws have been obtained, the Buyer shall not, directly or indirectly, export, re-export or transfer (including any in-country transfer) the Deliverables:

-to any **country or territory** subject to restrictions under Export & Trade Sanctions Laws (incl. Russia and Belarus);

-any **individual or entity** that is listed, or owned or controlled by a person listed on any applicable sanctions list or that is acting on behalf of such person; or

-for any military, nuclear, proliferation-related or other prohibited or restricted **end-use** under Export & Trade Sanctions Laws.

4. Each Party shall provide all information and documentation reasonably requested by the other Party to support compliance with Export & Trade Sanctions Laws. The Buyer shall provide end user certifications in the form requested by the Seller and shall cooperate fully in any compliance related review or inquiry.

5. Any breach of this clause shall constitute a material breach of this Agreement and shall entitle the non-breaching Party, in addition to any other rights available under applicable law, to suspend performance or terminate this Agreement with immediate effect.

6. The Buyer shall:

-promptly notify the Seller, and in any event no later than two business days after becoming aware, of any actual or suspected breach of this clause. The Buyer shall use best efforts to recover any Deliverables that have been exported, re-exported, or transferred in breach of this clause;

-use best efforts to ensure that other parties further down the commercial chain, including possible resellers, do not act in a manner that would frustrate the purpose of this clause; and

-indemnify and hold harmless the Seller and its affiliates against all liabilities, losses, fines, penalties, damages and expenses arising out of or in connection with the Buyer's failure to comply with Export & Trade Sanctions Laws or any breach of this clause.

XI - Marking

The Seller undertakes to comply, in the context of the sale of its Products, with the provisions of EC Regulation 765/2008 and Decision 768/2008/EC, including the manufacturer's declaration of conformity obligation. Proof of conformity is made available to the Buyer on request by means of a technical file.

XII - Environment

12.1 Disposal of waste Products

The Seller informs the Buyer, via the following link <https://www.se.com/fr/fr/work/support/green-premium/>,

of the obligations arising from the legislation and regulations applicable on the day the Contract is concluded, relating to the treatment and financing of electrical and electronic equipment and batteries and accumulators that have reached the end of their life.

12.2 Provisions applicable to chemical substances within the meaning of REACH Regulation n°1907/2006

12.2.1 For Products delivered after publication of the list of candidate substances for authorisation within the meaning of REACH Regulation n°1907/2006 and the various updates, and in accordance with Article 33 al. 1 of the said Regulation, the Seller shall inform the Buyer via the website www.se.com of the presence of these candidate substances at a level of more than 0.1% by mass in relation to the total weight, to enable the said Product to be used safely.

12.2.2 The Seller declares that the substances, alone or contained in preparations or Products that it has incorporated for the production in question have been used in accordance with the provisions relating to registration, authorisation and restriction set out in this Regulation. The Seller shall inform the Buyer, via this same website, of any changes in the composition of the Products concerned. The Seller also undertakes to comply, in the context of the sale of its Products, with the provisions of the harmonised standard EN 50581, including the manufacturer's declaration of conformity obligation.

12.3 The unique identifiers FR001169_05CLAG et FR001169_06IW6V attesting to registration in the Register of Producers for the sector concerned, pursuant to Article L.541-10-13 of the Environmental Code, have been allocated by ADEME to BEHAR SECURITE (418 920 112). These identifiers attest to the company's compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment and to file its declarations of marketing with Ecosystem.

The share of the unit cost that Schneider Electric Group companies bear for the management of PMCB waste, as invoiced by the eco-organisation to which some of them belong, is passed on in full to the professional Buyer of the product without any possibility of a reduction.

XIII - Warranty

13.1 The Seller undertakes to correct any operating defect affecting the Products caused by a defect in the design, materials or workmanship, including hidden defects warranty under the terms and conditions defined here after.

This obligation does not apply in the event of a defect resulting from any incident for which the Seller is not responsible, and in particular:

- maintenance that does not comply with the Seller's instructions or, in the absence of such instructions, with good practice, or
- unsuitable storage conditions, or
- failure to comply with the installation and/or connection instructions, or
- damage or accidents caused by failure to supervise the Products, or
- any use of the Products for any purpose other than their intended use and/or any use in breach of the Seller's instructions.

For Products containing battery(ies), or if the Product(s) supplied by the Seller is/are battery(ies), any warranty is excluded if the said Product(s) is/are not energized within six months of its/their delivery, in accordance with Article VII hereof.

The Seller cannot guarantee that the Products/Software/Services or Projects will be free

from or protected against any vulnerabilities or cyber threats and does not provide any warranty of any kind on any third-party products/software/SaaS solutions incorporated/used in the Seller's Products/Software/Services or Projects.

The Products/Software/Services or Projects do not contain solutions for backing up the Buyer's data and the Seller does not warrant the restoration of the Buyer's data.

The warranty conditions for the Software(s) are governed exclusively by the accompanying licence agreements.

In addition, the warranty granted by the Seller is excluded for consumables and replacements or repairs resulting from normal wear and tear of the Products or a case of Force Majeure. Finally, the warranty shall not apply if modifications or additions have been made to the Products by the Buyer without the express agreement of the Seller.

13.2 The Seller makes no warranty as to the ability of the Products/Software/SaaS Solutions or Projects to meet the objectives set by the Buyer unless such objectives have been expressly accepted by the Seller.

13.3 Duration of the warranty

The warranty only applies to defects, as described above, which become apparent during the warranty period of eighteen (18) months from the date of their delivery within the meaning of clause VII. However, if the date of delivery of these Products, as referred to above, could not be determined with certainty, the warranty will then commence from the date of manufacture of the Product, as indicated on the Product concerned, for a period of twenty-four (24) months.

The repair, modification, or replacement of a Product and/or components of said Product during the warranty period may not have the effect of extending the warranty period of the Product, with the exception of a correction of the defect made less than three (3) months before the end of the warranty period as defined in this article. In this case, the warranty on the repaired, modified or replaced Product will be extended for a maximum of three (3) months from the date of delivery to the Buyer of the repaired, modified or replaced Product.

On expiry of the warranty period defined above, i) the Seller will be released from any warranty obligation and ii) any action against the Seller under the warranty will be irrevocably time-barred, whatever the basis or nature of such action.

13.4 Terms and conditions for exercising the warranty

Under this warranty, the Seller shall remedy any defects detected at its own expense, as soon as possible and by the means it deems appropriate. The replaced Product and/or component(s) of said Product shall become the property of the Seller and shall be returned to the Seller at the Seller's first request.

13.4.1 At the Seller's request and in accordance with the Seller's returns process available from the Customer Care Center accessible at the following link contact@beharsecurite.com, the Buyer shall return the allegedly defective Product to the Seller, at its own expense, within thirty (30) days of delivery of the Product, failing which no warranty on the Product shall be granted; After analysis, if the defect falls within the scope of the warranty, the Seller shall bear the cost of transporting the replacement or repaired Products.

If the fault does not fall within the scope of the warranty, the Seller will inform the Buyer by any means and the Products will be made available to the Buyer for a period of 10 days from receipt by the Seller of the returned Products so that the Buyer can take back the Products concerned at his own expense. At the end of this period and without any reaction from the Buyer, the Seller retains ownership of the said Products.

Where the Seller sends a replacement Product in advance, the latter will be invoiced to the Buyer if it turns out that: (i) after analysis, the allegedly defective Product is not covered by the warranty or (ii) in any event if the allegedly defective Product is not returned to the Seller within the aforementioned period of thirty (30) days. Under no circumstances does the warranty cover the costs of travel, on-site search for the defective component, disassembly and reassembly of the Product in its environment.

13.4.2. By way of derogation from the above provisions, concerning Products delivered to the French Overseas Departments and Territories, the return procedure as defined above will only be put in place by the Seller after a technical assessment of the Product has been carried out by the Seller and only if the technical expertise reveals a defect covered by the contractual warranty as defined in this article.

13.4.2 The Seller may at its discretion decide to carry out repairs on the site where the Product is installed. The Seller will only bear the labour costs relating to the repair and/or replacement of the Product (with the exception in particular of the time spent waiting and the costs incurred by the non-availability of the Product(s)).

13.5 Obligations of the Buyer

In order to be able to invoke the benefit of the present warranty, the Buyer must notify the Seller of the defects which it attributes to the Products as soon as the defect become apparent and provide full proof of the existence of these defects. The Buyer must give the Seller every opportunity to ascertain these defects and to remedy them; the Buyer must also shall not, except with the Seller's express agreement, carry out repairs or having repairs carried out by a third party.

XIV - Liability

Notwithstanding any clause to the contrary, the Seller may not be held liable for any indirect and/or immaterial /consequential/non-tangible damage ("dommages immatériels"), such as loss of earnings, loss of data, loss of profit or loss of production.

Notwithstanding any clause to the contrary, the Seller's liability is strictly limited, whatever the cause, subject or basis of the claim, including penalties, to the amount of the Contract excluding VAT.

XV - Disputes

In the absence of an amicable settlement within 30 days of the first notification of the dispute by the most diligent of the Parties, any dispute shall be submitted to the competent court of Paris, which shall have sole jurisdiction, even in the event of a third-party claim, multiple defendants or summary proceedings.

The Offer and the Contract are governed by French law.

XVI - Nullity of a clause

If any provision of the General Terms and Conditions is held to be invalid or unenforceable, such inapplicability shall not affect the other provisions of the General Terms and Conditions and the Parties agree to comply with the provisions of such other articles.

XVII – Personal data

The Parties authorize each other, each as data controller, to collect, process and transfer personal data concerning them, in particular for the purposes of the performance of the Contracts. This data may be transmitted to all contractors or all entities of their group, for the purposes of carrying out their respective activities.

Each Party undertakes to comply with the provisions of applicable law, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, (hereinafter "GDPR"), from the time of collection of personal data and throughout the duration of their processing.

In particular, each Party undertakes to:

- inform the data subjects of the purpose(s) and means of the data processing carried out, obtain their prior consent if necessary and allow them to exercise their rights;

- implement the appropriate technical and organisational measures to guarantee the security of this data, namely its confidentiality, integrity and availability.

Any request for information/deletion/modification can be sent by mail to Schneider Electric -DPO -35 rue Joseph Monier, CS3023, 92506 Rueil Malmaison, or by e-mail to DPO@schneider-electric.com.

For more information regarding the processing of their personal data, the Buyer can read the Seller's Data Protection Policy available here: <https://www.se.com/ww/en/about-us/legal/data-privacy/>.

XVIII – Agreed use of data

18.1 Data relating to connected products and related services

The data referred to in this Article 18.1 includes all data generated by a Connected Product or by the use of a Related Service (hereinafter the "Data"), within the meaning of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 (hereinafter the "Data Regulation").

The data sharing agreement governing, in particular, the access, sharing and use of this Data by the Data Holder, by any user and by third parties, within the meaning of the Data Regulation (hereinafter the "Data Sharing Agreement") is accessible at the following address: <https://www.se.com/fr/fr/about-us/legal/data-privacy/>. The Buyer can download and print it.

Acceptance of the Agreement also implies acceptance of the Data Sharing Agreement, as made available to the Buyer prior to the conclusion of the Agreement, which forms an integral part of the agreement between the Parties and is deemed expressly accepted in its entirety.

If the Buyer is not the user within the meaning of the Data Regulation, it undertakes to inform any relevant user of the existence of the Data Sharing Agreement, to allow access to it and to ensure that any relevant user accepts it before or at the time of making any request for access to the data.

Nothing in these General Terms and Conditions shall affect any rights of access and provision of data conferred on the Purchaser or third parties by mandatory legal provisions, and in particular by the Data Regulations.

18.2 Other Data

Without prejudice to the foregoing and any mandatory legal provision, the Buyer acknowledges and agrees that the Seller may collect, store and use the data

generated or processed in connection with the provision, use or performance of the Products and/or the performance of the Services, for the same purposes as those provided for the Data under the terms of the Data Sharing Agreement.

For each purpose envisaged, as described in the Data Sharing Agreement, the Seller undertakes to comply with all obligations arising from the applicable legislation on the protection of personal data, and in particular the GDPR.

XIX - Assignment

The Parties undertake not to assign or transfer all or part of the Contract to a third party without the express prior agreement of the other Party.

Notwithstanding the foregoing, the Seller, which is part of a group of companies controlled directly or indirectly by SCHNEIDER ELECTRIC SE, reserves the right to assign, contribute or transfer in any way whatsoever the Contract and the rights and obligations arising therefrom to any Subsidiary entity of its group.

XX - Suppliers and subcontractors

The Seller reserves the right to replace the Products with equivalent products and to subcontract as it sees fit, in whole or in part, the performance of the Contract.

XXI - Miscellaneous

It is expressly stated that no solidarity between the Seller and the other subsidiaries of the Schneider Electric Group, nor between its Subsidiaries, may be inferred from these General Terms and Conditions of Sale.

ADDITIONAL PROVISIONS RELATING TO PROJECTS

The above conditions are modified or supplemented by the following conditions. In the event of contradiction, the provisions of these supplementary conditions take precedence over the above General Terms and Conditions of Sale.

I - Subject and scope of the offer

1.1 Offers shall be drawn up on the basis of the specifications provided by the Buyer, which shall contain all the data required to determine the characteristics of the Project, in particular:

- the Project's expected functionalities;
- installation and environmental conditions;
- the nature and conditions of the tests to be carried out by the Buyer.

1.2 If the Contract is not concluded, all documents submitted in support of the offer must be returned to the Seller within a maximum period of fifteen (15) days from the expiry date of the offer.

1.3 Under no circumstances shall the intervention of the Seller's personnel under the Contract have the effect of transferring to the Seller the custody or operation of the Buyer's installation.

II - Prices

2.1 The Seller's prices do not include assembly or commissioning of the Project, or any batch of spare parts, and only include the supplies and services detailed in the Contract.

2.2 Reverse charge of VAT article 283, 2 nonies of the CGI (General Tax Code)

If the sale of the Project is eligible for the provisions of the aforementioned article, the invoices will be drawn up by the Seller exclusive of tax and will bear the words: "VAT exemption, article 283, 2 nonies of the CGI -

Reverse charge". However, in the event of a requalification of the VAT treatment applied to the sale of the Projects invoiced in respect of the order, the Buyer undertakes to i) reimburse, where applicable, the Seller for the fine claimed by the competent authority and to ii) pay the VAT which the Seller will invoice it in addition to the price initially invoiced, in order to regularise the situation.

III-Execution Conditions of the Project

3.1 During any intervention by the Seller's technicians on the Project installation site, the supply of energy, handling or other equipment and raw materials of any kind required for the Seller's services shall be at the Buyer's expense.

3.2 If the Project includes the delivery of a programmable logic controller (PLC), losses and scrap occurring at the Buyer's premises throughout the period of development of the Project shall also be borne by the Buyer.

3.3. Any adaptations to the Project that may be necessary for it to function in accordance with the contractual characteristics will be at the expense of the Seller, unless these adaptations are made necessary by an insufficiency or error in the information communicated by the Buyer, a change in the location of the Project or its environment, in which case they will be at the expense of the Buyer. In this case, the cost of the adaptations and the time spent will be invoiced to the Buyer.

3.4 If, on site, the intervention of the Seller's specialists is delayed or prevented for reasons beyond its control, the Buyer will be invoiced for the travel and/or waiting time and the costs incurred.

IV - Tests

The tests are carried out in the Seller's factories under the conditions stipulated in the order. Any additional testing, whether carried out in the Seller's factories or on the Buyer's Project installation site, must give rise to the Seller's express prior agreement and will be carried out at the Buyer's expense.

V - Inspection and Acceptance

5.1 For the purposes hereof, the term "Acceptance" refers to all the operations enabling the Project to be accepted within the limits of the Seller's supply scope as defined in the Contract, following the signing of an official report drawn up by both parties.

The Buyer shall be responsible for the installation and commissioning of the Project, unless otherwise provided for in the Offer or the Contract.

5.2 The Project shall be deemed to have been accepted: (i) if the Buyer has not notified the Seller in writing of any significant defects in conformity with the Contract Specifications within a reasonable period after delivery, which period shall not, however, exceed fifteen (15) days, or (ii) as soon as the Buyer commences any operation of the Project.

5.3 In the event of a lack of conformity with the Contract specifications, the Seller shall have the choice between correcting the lack of conformity or replacing the defective part of the Project.

5.4 Acceptance tests shall be carried out on the basis of the Seller's standard procedures, including, where applicable, the Factory Acceptance test and/or the Site Acceptance test, and shall be applied exclusively to the Project carried out by the Seller. If the Buyer's representative is unable to take part in these tests after having been notified within a reasonable

time, it shall then be deemed that the Buyer has waived its right to take part: the conclusions of the Acceptance tests shall then be deemed contradictory and shall be binding on the Buyer.

VI - Contractual warranty

6.1 In the event that the nature of the Project prevents it from being returned, as provided for in article 13.4.1 of these General Terms and Conditions of Sale, the costs associated with the intervention of the personnel required to restore the Project on site will not be invoiced to the Buyer by the Seller, with the exception of waiting time and costs incurred by the Buyer not making the Project available, as well as the costs of dismantling/reassembling the Project in the Buyer's installation.

6.2 In the event that the Seller incorporates in a Project devices or appliances or sub-assemblies which are not of its manufacture, the scope and duration of the warranty shall be those granted by their manufacturer to the Seller.

6.3 The warranty referred to in article 13 above does not apply in the event of a defect of the Project resulting from materials or components supplied or imposed by the Buyer, or from a design imposed by the Buyer.

6.4 The warranty period as defined in article 13.3 above is reduced, in the context of the provisions applicable to the supply of the Project, to a period of twelve (12) months from the Acceptance by the Buyer and the Seller of the Project and in any event no later than eighteen (18) months from the delivery of the Product concerned.

ADDITIONAL PROVISIONS RELATING TO SOLUTIONS IN THE SaaS MODE

These additional general terms and conditions of sale applicable to solutions in SaaS mode (hereinafter referred to as the SaaS G.T.C.) supplement and/or amend the above General Terms and Conditions of Sale. In the event of any contradiction, the provisions of these SaaS G.T.C. shall take precedence over the above General Terms and Conditions of Sale.

In the event of a conflict between the provisions of the Terms of Use as defined below in section I and the provisions of these SaaS G.T.C., the Terms of Use shall prevail.

In the event of any contradiction between the provisions of the Terms of Use as defined below and the particular conditions of the Offer, the latter shall take precedence over the Terms of Use.

I. Definitions

- **"Subscription"**: the subscription that the Buyer takes out with the Seller to acquire the right to license use of the SaaS Solution described in the Contract.

- **"Terms of Use"**: the document defining the terms and conditions applicable to the licence to use the SaaS Solution made available by the Seller and to the processing of the Buyer's Data relating thereto.

- **"Buyer Data"**: all information, content and data belonging to or linked to the Buyer, such as, in particular, text, sound, video or images and computer programmes that the Buyer or the SaaS Solution itself creates and/or, where applicable, uploads, downloads, collects, stores, uses, shares, modifies or processes in any other way whatsoever. The Buyer's Data may include personal data.

- **"Metrics"**: maximum number of units or references of Buyer Data and/or users and/or the relevant Buyer

site(s) for which the SaaS Solution may be used by the Buyer, as defined in the Offer.

II. Coming into force - Subscription term

2.1 The Subscription shall come into force on the date defined in the Offer/Contract or on the date of acceptance of the Order by the Seller and shall end on the expiry date of the last Subscription period subscribed to by the Buyer pursuant to the Contract.

2.2 The duration of the Subscription will be defined in the Offer and, in the absence of any stipulation to this effect, the duration of the Subscription will be twelve (12) months.

2.3 Unless one of the Parties gives written notice of non-renewal to the other Party in accordance with the notice period defined in the Contract, or a period of two (2) months in the absence of any stipulation, the Subscription will be renewed by tacit agreement for a period defined in the Offer; in the absence of any stipulation in the Offer, the Subscription will be tacitly renewed for successive periods of twelve (12) months each.

2.4 In the event that the SaaS Solution is made available to the Buyer for a trial period or any other limited period of time, the Buyer's right to use the SaaS Solution shall automatically and immediately terminate upon expiry of said trial period or said limited period of time and it shall be up to the Buyer, if he so chooses, to take out a Subscription to the SaaS Solution with the Seller in order to continue such use.

III. Access to the SaaS Solution

3.1 Subject to the Buyer taking out a Subscription and within the limits of the access conditions defined in the Terms of Use, the Seller shall provide the Buyer with access to the SaaS Solution by supplying the identifiers or any other access method(s) associated with the Buyer's user account.

3.2 When accessing and using the SaaS Solution, the Buyer must comply with the following requirements and obligations:

1) The Buyer is responsible for bringing its hardware, software and network resources in line with the possibilities offered by the SaaS Solution, in order to benefit from said SaaS Solution. Schneider Electric shall not be liable for any consequences resulting from any failure to do so;

2) The Buyer declares that he/she accepts the risks and limits of the Internet and acknowledges:

- That the Internet may present risks and imperfections, which may in particular lead to a reduction in the technical performance of the SaaS Solution, an increase in response times when using the SaaS Solution, or even its temporary unavailability;
- That any communication via the Internet by the Buyer of his SaaS Solution user account identifiers or, in general, of any information deemed confidential by the Buyer, is made under his own responsibility;
- That it is Buyer's responsibility to take all necessary measures to meet the technical characteristics of his computers or terminals and his connection to the Internet or any other telecommunications network necessary for the use of the SaaS Solution.

IV. Right to use the SaaS Solution

4.1 Subject to full payment by the Buyer of the amount of the Subscription, the Buyer acquires the right to use the SaaS Solution in accordance with the Terms of Use.

4.2 If Metrics are defined in the Offer, any use by the Buyer of the SaaS Solution in excess of the Metrics may, under the conditions defined in the Offer, give rise to additional invoicing at the Buyer's expense.

V. Maintenance- support

If the Offer includes support and maintenance services for the SaaS Solution, the conditions applicable to these services will be defined in the Contract on the basis of the service levels specified in the Offer.

VI. Warranty

6.1 The Seller undertakes to make the SaaS Solution available to the Buyer with reasonable skill and care and in accordance with the description of the SaaS Solution and the provisions of the Contract.

6.2 In the event of a defect in the SaaS Solution or failure to comply with its documentation or with the specifications of the Contract during a period of ninety (90) days from the date on which the Subscription takes effect, the Buyer's sole remedy and the Seller's sole liability under the warranty shall be to use all technically and commercially reasonable efforts to make available a corrective version of the SaaS Solution or a workaround for use of the SaaS Solution, such as, in particular, at the Seller's discretion, use of the SaaS Solution in degraded mode.

6.3 Notwithstanding the foregoing stipulations, the Seller does not warrant that the SaaS Solution will be made available without interruption or that it will be error-free.

Access to and/or use of the SaaS Solution may be interrupted or temporarily unavailable, in particular due to maintenance work, whether or not scheduled by the Seller; only scheduled maintenance work will be subject to prior notice sent to the Buyer by the Seller.

VII. Payment terms

7.1 Unless otherwise provided within the Contract of the Offer, regardless of the period of validity of the Subscription defined in the Offer, the amounts due in respect of the Subscription and the support and maintenance services if they are invoiced separately from the Subscription, are payable on an annual basis and in a single payment instalment, on the date on which the Subscription takes effect for the first twelve (12) month period, and on the anniversary of this date for each of the following twelve (12) month periods of Subscription.

7.2 Price Revision.

For any Subscription with tacit renewal, the price of the Subscription may be revised on the date of renewal of the Subscription according to the provisions of the Offer/Contract.

VIII. Liability

8.1 Notwithstanding any clause to the contrary, the Seller shall not be held liable for any indirect and/or immaterial/consequential/non-tangible damage ("dommages immatériels") such as loss of earnings, loss of profits, loss of data, loss of production or any damage to the Buyer's image.

8.2 Notwithstanding any clause to the contrary, in any case, the Seller's liability shall be strictly limited, whatever the causes, subject or basis of the claim, including penalties, to the amount, exclusive of tax, of the Subscription paid by the Buyer in respect of the year during which the Seller's liability is incurred by the Buyer. In the event that the provision of support and maintenance services for the SaaS Solution has been

entrusted by the Buyer to the Seller under the Contract and the price of said services is not included in the price of the Subscription, the Seller's liability in respect of said support and maintenance services is strictly limited, including penalties, to the amount (excluding VAT) paid by the Buyer for said services in respect of the year during which the Seller's liability is incurred.

IX. Suspension-Termination

9.1 In case of early termination of the Subscription concerned for a reason not attributable to the Seller before the end of the term of this contract, the Buyer will be liable to pay the full amount of the Subscription still due, until the end of the term of the contract.

If the Buyer does not comply with the notice period for non-renewal of the contract of sixty (60) days prior to the anniversary date, the Buyer shall pay the full amount of the Subscription remaining due until the anniversary date of the next renewal period.

9.2 Except as expressly provided in the Terms and Conditions, or the Offer, no data of the Buyer may be extracted or returned to the Buyer or transferred to a third party designated by the Buyer, who remains responsible for the download of its data integrated into the SaaS Solution.

9.3 Any termination of the Agreement or any non-renewal of the Subscription will result in the immediate termination of the rights to access and use the SaaS Solution and will automatically create the obligation for the Buyer to return to the Seller within thirty (30) days of the effective date of termination or non-renewal, all confidential information provided to the Buyer by the Seller under the Agreement, and to destroy any copies he might have made of them.

X. Personal data

The information relating to the processing of personal data in the SaaS Solution is defined in the general conditions of use (G.C.U.).

XI. Data on Connected Products and Related Services

11.1 The terms and conditions applicable to data generated by a connected product or by the use of a related service (hereinafter the "Data") are defined in the G.C.U., in accordance in particular with the provisions of Regulation (EU) 2023/2854 on Data (hereinafter the "Data Regulation").

11.2 Nothing in these SaaS GTC shall affect any rights of access to and provision of Data that may be conferred on the Purchaser or third parties by mandatory legal provisions and, in particular, by the Data Regulations.