

## MAJORCOM TERMS and CONDITIONS OF SALE

These terms and conditions of sale shall apply in their entirety from January 1<sup>st</sup>, 2024 and shall be sent or given systematically to each buyer. These terms and conditions shall prevail upon any other terms and conditions of purchase or any other document issued by the buyer.

They shall be governed by the French language original version thereof, regardless of any translation into any other foreign language of these terms and conditions of sale that may be made.

Unless otherwise stated, offers are valid within a 30-day period as soon as they are sent.

Any order placed by the buyer shall entail full adherence by the buyer to these terms and conditions and no exceptional condition shall prevail upon these terms and conditions of sale, save any vendor's written and formal approval.

These terms and conditions of sale shall supersede the previous terms and conditions as well as any other document (mail, advertising leaflets, adverts...) the parties sent to each other before they executed any final agreement.

Should any provision from any contract issued from these terms and conditions of sale be adjudged invalid by a court or any other competent Government authority, such a judgement will not affect or invalidate the other provisions. Failure to exercise, at any time, a prerogative stipulated in these terms and conditions of sale or to require fulfillment of any provision from the agreement issued from the aforesaid conditions shall neither be interpreted as a modification of the contract, nor an express or tacit waiver of the right to exercise such prerogative in the future, nor the right to require that the commitments made under the terms of these terms and conditions shall be scrupulously fulfilled.

### 1: SCOPE

These Terms and Conditions of Sale shall be applied to all product sales made by the Vendor.

### 2: ORDERS – CONCLUSION OF THE CONTRACT

**2.1** Orders shall be placed via mail or fax. The vendor shall give his approval of such orders.

**2.2** The sales contract shall be deemed to be validly concluded only after the Buyer has validated approval of the written confirmation issued by the vendor sent either on a paper format or electronic medium in accordance with article 1316-1 of the French Civil Code.

The order registration shall be made upon receipt of the confirmation dated and signed by the buyer. Should the buyer fail to send back the confirmation approved by the Vendor within 7 days from the receipt of confirmation, the silence of the buyer shall be considered as an express approval from him.

However, should the Vendor fail to send a formal confirmation of the order, the sales contract shall be deemed validly concluded by the product delivery. Any waiver to these terms and conditions of sale whatever their scope and nature, shall be approved by the vendor.

Any alteration made to an order already received and confirmed by the vendor shall be approved by the latter who may be led to correct the conditions previously approved.

The vendor shall be held harmless from any late post delivery or any loss of mail.

Any order already confirmed by the vendor and approved by the buyer shall not be cancelled (safe any force majeure event).

The benefit of the order is personal and shall not be transferred without the vendor's consent.

### 3: DELIVERY DEADLINES

The delivery deadlines are fixed as accurately as possible but since their performance by the vendor depends from external factors, such as supplying means and opportunities, these deadlines shall not be considered as being imperative.

Exceeding these deadlines shall neither bring about damages or deductions nor cancellation of orders in progress or orders already approved by the vendor.

The vendor reserves the right to spread out deliveries according to availability of products and supplying of his own stock and make partial deliveries.

The product delivery upon the customer's request may be postponed only after the vendor's formal consent.

### 4: DELIVERIES

**4.1** Products shall be delivered carriage paid for any order higher than € 1500 in metropolitan France.

For orders lower than € 1500 in metropolitan France, a delivery lump sum of € 50 shall be invoiced to the customer.

For export orders and orders to DOM-TOM (French overseas départements and territories), products shall be delivered "ex-works" according to INCOTERMS CCI 2000: EXW - TOULOUSE - France, in the MAJORCOM facilities, located at 56, chemin de la Flambrèze 31300 TOULOUSE - France.

Then, the vendor advises the buyer via fax or e-mail on availability of products so that they can be collected.

**4.2** The vendor shall sustain any risk on loss or damages the products may suffer from until their delivery, according to the above-mentioned terms in clause 4.1.

According to the above-mentioned terms, the responsibility of risks the products may suffer from or cause as soon as they are delivered shall be transferred to the customer.

**4.3** Should the buyer fail to observe his/her payment liabilities, the vendor shall be entitled to stop the delivery unless the buyer provides satisfactory guarantees or a cash payment before delivery of the goods.

**4.4** In case the buyer should not collect the products on the delivery fixed date, the Vendor shall be entitled to have him pay for the whole charges he may need and bear for keeping and storing the goods. Moreover, the buyer shall be deprived of his right to take advantage of any obvious defect or non-conformity. Moreover, in such a case, the buyer may be denied termination of the contract automatically and without any formality.

Any deposit settled to the vendor shall be deemed acquired as an indemnity, without prejudice to any other compensation.

### 5: PRICES

Unless otherwise stated, the euro is the unit of account and payment.

Prices are fixed according to prices in force at the day when the vendor approves the order. Prices are net of VAT.

Goods are shipped in a standard package suited to transport conditions in Metropolitan France and Western Europe. Special packages (sea, air, rail) are not included.

### 6: TERMS OF PAYMENT - LATE PAYMENT CHARGES

Unless otherwise agreed in writing by the Vendor, the payment shall be made according to the terms as follows:

Settlement by swift in 45 days, date of invoice.

Bills will have to be sent back (approved and signed) within an 8-day period upon receipt.

No deduction for advance payment shall be granted.

A lump-sum recovery of an amount of € 40 will be payable when the deadline for payment is exceeded.

Should one of these payments not be made, all debts owed to the vendor by the buyer shall be automatically placed on demand, without formal notice and applying a late payment charge calculated after application of the current interest rate applied by the European Central Bank during the last refinancing operation increased with 7 percentage points.

The vendor reserves the right to cancel the orders in progress that have still not been delivered or to apply automatically the advance payment before the product delivery.

In the event of a payment with bill of exchange, failure to send back the bill for approval shall be considered as a default on payment.

In case of a partial delivery of the order, the settlement of the part already delivered shall not be held up by the undelivered remainder.

Besides, according to article 1226 of the French Civil Code, should the debtor be insolvent, the sums owed and collected with judicial appeal shall be increased, in addition to the interests on arrears, with a fixed charge of 15% from their amount, without prejudice to any other claim.

### 7: INVOICING

Methods for fixing the Value Added Tax are defined according to the regulations in force when invoicing the ordered products or services.

It is up to the buyer to be given from local authorities the needed information and to observe the formal procedures proper to importation of goods into the territory of the destination country.

### 8: RECEIPT- COMPLIANCE - STORAGE

**8.1** It is up to the buyer to control the products upon receipt and, in case of any obvious damage or missing one, and make all needed reservations. If the need arises, such observations and reservations shall be confirmed by a registered letter with acknowledgment of receipt sent to haulier, according to provisions of article L.133-3 of the French Commercial Code, within 3 days upon receipt. A copy shall be sent to the vendor under the same time limit conditions.

Accessibility and fitting-out of facilities intended for the storage of heavy and cumbersome equipment shall be provided by the customer on due time and under no circumstances, the vendor may be in charge of it and shall observe the vendor's storage and warehousing recommendations and in particular the aforesaid recommendations.

**8.2** Moreover, the buyer shall not take advantage of any obvious default or non-conformity within an 8-working-day period upon delivery.

**8.3** The user agrees, under legislation on the treatment of waste electrical and electronic equipment to ensure elimination of waste from such equipment. It is clear that this selective treatment, recovery and destruction of waste electrical and electronic equipment will be in a facility authorized to that effect. These operations can be made in any Member State of the European Union from the moment that the transfer of waste outside the original country is made in accordance with the provisions in force in each state.

### 9: EXCLUSION OF LIABILITY

The vendor shall not give any guarantee regarding the legal guarantee of latent defects as well as the liability as the result of defective products as per article 1386-1 of the French Civil Code.

Under no circumstances, the vendor may be deemed liable for direct or consequential injury resulting from a fault of a product.

In any case, the vendor shall only be compelled to pay a fixed allowance equivalent to the amount of the defective product. Therefore, no other compensation may be claimed and whatever the grounds, including for loss of use.

### 10: WARRANTY

Therefore, the vendor warrants the manufactured products, except softwares, against any non-conformity of the product within the strict limit of the below-mentioned contract guarantee terms.

The warranty only applies to delivered products. The vendor warrants the delivered products against non-conformity to specifications that may make it unsuited to use, in compliance with the aforesaid provisions relating to each product.

In any case, the warranty can not cover deterioration cases that are not directly attributable to the normal use of the product such as shocks, mistake in handling, modifications not provided or unauthorized by the vendor, insufficient supervision, maintenance or storage, non-observance of instructions and acknowledged rules of technology, non-observance of environmental conditions storage and use, and repair made by a third person unauthorized by the vendor.

In case of a product defect, any claim shall be notified with a registered letter with acknowledgement of receipt and sent to MAJORCOM, 56, chemin de la Flambrèze 31300 TOULOUSE - France within eight days as soon as the defect was noticed.

### 10.1 Sound products

Unless otherwise specified in the contract, all the products of the range are guaranteed for 24 (twenty four) months, including parts and labor in workshop (without advanced exchange) from date of delivery.

Are excluded from this warranty, parts such as CD mechanism and K7, optical or magnetic heads, batteries, hard drives. Those will be guaranteed for 6 (six) months, parts and labor workshop (without advanced exchange) from the date of delivery.

The vendor undertakes to exchange (Standard Exchange Form) any product from the Voice Alarm range (standard EN 54) he recorded as defective.

The cost of the one-way transport shall be bore by the vendor (Incoterm CCI 2020: DDU - Place of destination) and the cost of the return transport shall be bore by the buyer (Incoterm CCI 2020: DDU - TOULOUSE - France).

**Sending the exchanged product will result in an invoice. The defective product shall be sent back to the vendor within a 30-day period from the shipping date of exchange. Upon receipt of the defective product, we will establish a CREDIT NOTE, equivalent to the amount charged.**

The exchange, repair, supply of parts or any other modification during the guaranteed period cannot result in a postponement of such period.

### 11: RETURN OF GOODS

No good will be returned without written consent of the vendor. This consent shall be sent together with an RMA (Return Material Authorisation) that is mentioned on any document related to return.

Return only applies to products that have not suffered from any modification or alteration and products returned must be sent in their original packaging.

The vendor shall be held harmless in the event of any parcel loss or damage. Should this provision not be observed, the buyer shall compensate the vendor for all resulting damages, costs and expenses.

Products will be replaced by identical or similar products.

Similar products are to be understood as substitutable products to those ordered, with the same quality and having the same operating functions.

Should the products not be replaced, the return of goods approved by the vendor will result in setting up a credit note for the customer.

Return of products will not result in settling any compensation of whatsoever nature for the customer.

### 12: RESERVATION OF TITLE

**12.1 Transfer of product ownership to the buyer will occur only after all payments owed for the same have been received in full.**

**The payment is to be understood as the price of products and charges related to their sale and interests.**

**12.2 It is hereby stated that charges and risks related to products and goods shall be solely bore by the buyer upon delivery. Therefore, the buyer undertakes to subscribe an insurance policy covering all risks incurred by products during such period for products provided but not paid and with an insurance company known as being solvent.**

**The buyer shall give proof of the insurance policy subscription upon simple request of the vendor.**

**12.3 In case of default of payment, the buyer shall return the products unpaid at his own risk and expense, after the seller has sent a registered request letter with acknowledgement of receipt, without his losing any of his rights; products in stock at Customer's being presumed as products unpaid.**

**12.4 The buyer shall make sure that products can always be identified so that they can not be mistaken for products from different suppliers or for his own products.**

**The buyer shall oppose, with any legal remedy, any claim third parties could assert on goods sold by seizures, confiscation or equivalent proceedings. The buyer shall immediately inform the vendor on any event likely to alter implementation of this reservation of title clause under normal conditions.**

**Payments will be charged first on older sales.**

**Recovery of products by the vendor does not exclude other judicial proceedings the latter could exercise.**

**In any case, the buyer will be entitled to exercise his personal right on the sales price of products already sold.**

**12.5 Until full payment of said products, the buyer will be allowed to resell them within the scope of the usual operation of his company.**

**However, the buyer will not be allowed to leave the products as a security or guarantee.**

**Any delay or default of payment within time allowed to the buyer shall entail prohibition of reselling the products until full payment of the price.**

### 13: INTELLECTUAL PROPERTY

All texts, comments, books, illustrations and pictures provided to the buyer or shown on the website www.majorcom.fr are worldly protected in respect of copyright and remain the sole property of the vendor. Any reproduction, complete or partial representation with any kind of process may be deemed as an imitation and penalized under provisions of the French code of intellectual property subject to previous and written approval of the vendor. Translation, adaptation or alteration of any vendor's commercial or technical document for publishing purposes by printing processes or electronic process is subject to vendor's previous consent.

Any use of photographs related to installations made on sites of customers' vendor or any use of the name of a vendor's customer for promotion purposes is prohibited in the absence of any written authorization from both the concerned vendor and customer.

Any mention or use of brands, trade names, domain names, acronyms, logos, graphics or other pertaining or registered by the vendor is strictly prohibited without his previous, formal and written consent.

Any modification of the original packages or mentions made on packages or products is strictly prohibited.

### 14: PROTECTION OF SOFTWARES

Packages, softwares and other programmes or developments under any computer language granted with the vendor's products remain the sole property of manufacturers.

Regarding packages and softwares the vendor is the ownership of, the buyer may benefit from a non-exclusive licence to use that will be accepted when installing such programme, software or package and shall be deemed as an essential and indissociable condition of the order fulfillment.

Subject to previous and formal consent of the vendor, it is hereby stated that the buyer will not be allowed to process in any form to their:

- permanent or provisional reproduction of in whole or in part, with whatever means and under any kind of form,
- translation, adaptation, alteration or any other modification,
- placing on the market against payment or free of charge including rental of one or several samples of a software copies by any process,
- correction,
- decompilation.

Therefore, the user will neither be allowed to give nor lend them in any form against payment or free of charge, transfer, grant nor pawn them, or reproduce them except for back-up purposes.

He shall keep the property mentions made on programmes and instructions under a good state and clear and shall make sure the confidentiality of softwares is observed.

The customer will not allow himself to alter the vendor's products in any form, to allow their counterfeiting or to favour such counterfeiting in any form.

Intermediary customers between vendor or final users shall insert in their terms and conditions of sale the below-mentioned paragraph or a text of same scope.

### 15: COMMISSIONING

A commissioning may be ordered by the buyer to the MAJORCOM Company in order to make sure of the proper functioning of the system compared with the whole equipment of the buyer or his customer.

This commissioning will be subject to an order with conditions of prices fixed by the vendor.

The commissioning minutes are made from the vendor's technical approval form safe any contract requirement. The vendor reserves the right to modify anytime the content of the receipt form.

In any case, the minutes of the technical approval shall be signed by the buyer and the vendor with or without limitation. No third party will be allowed to take part in such procedure.

In the event of accepted reserves from both parties, the vendor will process to cancel such reserves within a 30-day period. Both parties will fix a new date so that the final technical approval should be signed.

Under no circumstances, the buyer shall withhold payment of the whole ordered products.

### 16: FORCE MAJEURE

The vendor shall be held harmless for any delay or non-performance when the delay or non-performance cause may be due to occurrence of a force majeure usually acknowledged by jurisprudence.

Force majeure occurrences include events beyond the control of the vendor that he could reasonably not have foreseen, avoid or overcome.

The following cases are contractually considered as force majeure events, including without limitation, wars, natural disasters, embargoes, strikes, lock-outs, complete or partial unemployment, any accident or fire, delays or break in transportation, or inability to buy or market the vendor's products or services.

While there is the force majeure event, the obligations raised by this contract shall be suspended.

However, should the force majeure event last for more than 30 days running, one of the party would be entitled to terminate this contract by rights within eight days upon receipt of a registered letter with acknowledgement of receipt giving notification for this decision.

In case of a partial delivery of the order, the amount of the equipment that has been already delivered shall be deemed owed.

### 17: GOVERNING LANGUAGE – APPLICABLE LAW

These terms and conditions of sale shall be governed by the law of France on the exclusion of the application of the Vienna Convention on the international sale of goods.

Should one of the provisions from these terms and conditions of sale be invalid from the legal governing viewpoint, this would solely affect the provision and not the whole terms and conditions of sale.

### 18: COURT OF JURISDICTION

**Any dispute in connection with these terms and conditions of sales as well as sales they govern and failing to reach any amicable settlement shall be adjudicated exclusively at the COMMERCIAL COURT of TOULOUSE, France, or in case of lack of legal jurisdiction of competent courts belonging to the Court of Appeal of Toulouse's jurisdiction, including in case of multiplicity of proceedings or parties, warranty proceedings or summary procedure.**

### 18: WEEE

The unique identifier FR002603\_05DKLX attesting to the registration in the register of producers of the EEE sector, pursuant to Article L.541-10-13 of the Environmental Code has been assigned by ADEME to the company MAJORCOM (code Siret 334 579 869 000 28). This identifier attests to its compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment and the completion of its declarations of marketing to **ecosystem**.