

GENERAL TERMS AND CONDITIONS OF SALE – December 29th 2025

These General Terms and Conditions of Sale (the “GTC”) constitute a binding contract between Maxtronics Robotics SAS with a capital of EUR 100 000 having its registered office at 11 rue Camille Desmoulins, 92130 Issy-les-Moulineaux, France, registered at the Trade and Companies Register of Paris under number 990 515 645 (“MAXTRONICS”) and the client (the “CLIENT”).

MAXTRONICS and the CLIENT collectively referred to as the “Parties” and individually as a “Party” agree that their relationship will be governed by these GTC for the sale of the Products (as hereinafter defined), supplemented by specific provisions and/or documents as described in Section 1 which constitute the entire Agreement (as hereinafter defined). These GTC shall enter into force and become binding upon the CLIENT as from the date of acceptance of the relevant Quote.

The Parties acknowledge that such Agreement has been freely negotiated by the Parties. Therefore, they agree to expressly waive the right to invoke any other general terms and conditions.

SECTION 1 - DEFINITIONS

Terms and expressions written with a capital letter shall have the meaning assigned below when used with these GTC for the sales of the Products. Words used in the singular include the plural and vice versa.

“**Accessory**” means the official MAXTRONICS’s goods compatible and dedicated to the Product such as charger, flycase, cable.

“**Agreement**” means the entire agreement governing the relationship between MAXTRONICS and the CLIENT, comprising, in the following decreasing order of priority (i) the MAXTRONICS’s Quote and its appendices as the case may be (ii) specific terms and conditions and amendments (if any) (iii) these GTC.

“**Confidential Information**” means any information of a Party whether technical, commercial, strategic, financial, marketing or other information of any kind or nature (including without limitation, trade secrets, know-how and information relating to or should reasonably be expected to be treated as confidential by the recipient whether or not such information is marked as confidential).

“**Documentation**” means, to the extent it exists, any operating manuals, user instructions, technical literature, pocket guide, user guide, safety guide, handbook and all other documents related to the Product, in any form, provided to the CLIENT by MAXTRONICS under this Agreement.

“**Price**” means the price indicated in the Agreement.

“**Product**” means as the case maybe (i) the technological hardware material or equipment supplied by MAXTRONICS with the Accessories (if any) and their related Documentation (if any), (ii) the Accessory(ies) and their related Documentation (if any) and/or (iii) Spare Parts as detailed on the MAXTRONICS’s Quote and/or the Agreement.

“**Quote**” means an offer issued by MAXTRONICS that includes a quotation and/or a price list for the purchase of Product(s) and/or Accessory by the CLIENT. Unless otherwise stated in the Quote differently, it shall remain valid for thirty (30) days from the date of issue. The Quote will be null and void unless it is approved by the CLIENT within this period. In the event of any inconsistency between various Quotes, the most recent one will prevail over any older versions.

“**Spare Parts**” means replacement components, sub-assemblies, or modules similar or identical to and interchangeable with the original or already replaced one;

“**Software**” means MAXTRONICS and/or third-party object code programs and, (if any), all related update, upgrade and new version, related to the Product(s) and/or the Accessory(ies).

SECTION 2 - PURPOSE

The purpose of these GTC is to define the terms and conditions under which MAXTRONICS sells the Product to the CLIENT.

SECTION 3 - NO RIGHTS GRANTED

The Product may contain embedded Software. This Software may have been developed or published by MAXTRONICS or by third parties. Except for open-source software, MAXTRONICS, its licensors and legitimate rights holders (if any) shall retain all rights, title and ownership in and to the Software. CLIENT hereby acknowledges that, unless expressly agreed otherwise, no rights are granted on this Software under these GTC. Where applicable the CLIENT’s rights to use the Software shall be subject to acceptance of the relevant separate specific end-user license agreement (EULA) as amended from time to time. If the CLIENT does not accept such EULA, it shall have no right to use the related Software, and the associated services or Product functionalities shall not be provided or become operational.

SECTION 4 - DELIVERY

4.1 - Acceptance – Agreement

MAXTRONICS shall deliver the Product to the CLIENT in accordance with the Agreement. MAXTRONICS reserves the right to refuse any order from a CLIENT who has not paid, in whole or in part, for a previous order, or with whom a dispute is ongoing. Without prejudice to the provisions of sub-section 4.2 below, any cancellation or modification of Agreement requires MAXTRONICS’s prior written express consent.

4.2 - Delivery

4.2.1. The Products shall be deemed delivered in accordance with the Incoterms® 2020 specified in the Agreement. In the absence of any Incoterm is indicated in the documentation, delivery shall be deemed to have been made under “Delivered at Place” (DAP – Incoterm 2020). Unless stated otherwise in the Agreement, all costs associated with the shipping, handling, and/or customs duties as applicable shall be invoiced to, and paid by, the CLIENT.

4.2.2. MAXTRONICS shall use all reasonable efforts to deliver the Products by the estimated delivery date stipulated in the Agreement and, in any event, no later than sixty (60) days thereafter. Delivery delays not exceeding sixty (60) days shall not entitle the CLIENT to cancel the Agreement or to claim any penalties, indemnities, or damages. Unless otherwise mutually agreed in writing by the Parties, MAXTRONICS may make partial deliveries.

4.2.3. If the CLIENT fails to take delivery of the Products at the agreed place of delivery and/or on time, any onward transportation and/or storage of the Products by or on behalf of MAXTRONICS shall be at the CLIENT’s risk and expense.

4.2.4. The Product shall be shipped by the method that MAXTRONICS deems most appropriate. Unless otherwise specified in the Agreement, the Product shall be shipped in MAXTRONICS’s standard packaging. Upon taking delivery of the Products, even if they are not intended for immediate use, the CLIENT shall immediately verify their condition and quantity. If necessary, the CLIENT shall make the appropriate reservations with the carrier on the delivery note and confirm them by registered letter with acknowledgment of receipt within three (3) days following delivery. A copy of such letter shall be sent to MAXTRONICS at the same time.

4.3 - Transfer of Risks and Title

The transfer of risks shall take place according to the agreed 2020 Incoterm. MAXTRONICS shall retain title to the Products until full payment of the price has been received from the CLIENT, regardless of the delivery date. The presentation of any bill of exchange or any other instrument evidencing a payment obligation shall not be construed as payment until the corresponding amount has been credited to MAXTRONICS’s account. Until full payment is received (in the event of payment terms other than those provided for in Section 5.2 §3 below), the CLIENT shall keep the Products separate from other goods to facilitate their identification and to allow their return to MAXTRONICS if necessary. The CLIENT shall be responsible for the safekeeping of the Products and shall bear all expenses related to their return, in their original condition (including packaging), should MAXTRONICS require the CLIENT to return any unpaid Products.

4.4 - Product Changes

Unless otherwise agreed in writing, the CLIENT shall have no rights to any new version, improvement, or modified Product other than those expressly listed in the Agreement. Without prejudice to its obligation to deliver conforming Products, MAXTRONICS reserves the right to make substitutions, modifications, or improvements to the ordered Product, provided that such substitutions, modifications, or improvements offer at least the same functionalities as the originally ordered Product. In the event of any substitution, modification, or improvement, MAXTRONICS may, and if necessary shall, provide the CLIENT with a list of all such substitutions, modifications, or improvements, together with the applicable terms and conditions if they differ from those set out in the Agreement. If MAXTRONICS provides the CLIENT with a new version, update, substitution, modification, or improvement of the Product (or any part thereof, whether hardware or software) to prevent, mitigate, or remedy any risk, claim, action, or defect, the CLIENT shall immediately implement and use such new version, update, substitution, modification, or improvement. For the same reasons, MAXTRONICS may require the CLIENT to replace Products already purchased with the updated, modified, improved, or new version of the Product. Should the CLIENT fail to comply with the foregoing, it shall assume all related risks, costs, damages, and liabilities.

SECTION 5 - PRICE AND PAYMENT TERMS

5.1 - Price

The Price defined in the Agreement is exclusive of all applicable handling, shipping, and warehousing fees, as well as any taxes, customs duties, tariffs, value-added taxes, sales taxes, withholding taxes, or any other applicable taxes, all of which shall be borne and paid by the CLIENT in addition.

5.2 - Payment terms

The applicable payment terms are set forth in the Quote and/or the Agreement. MAXTRONICS shall issue invoices in accordance with the provisions of the aforementioned documents. Unless otherwise agreed between the Parties, the Price shall be paid in full prior to any delivery, upon receipt of the invoice.

5.3 - Late payment

Any late payment shall automatically and immediately give rise to late payment interest equal to three (3) times the legal interest rate, as calculated pursuant to Article L441-10 of the French Commercial Code. In addition, the CLIENT shall automatically pay a fixed indemnity of forty euros (€40) for recovery costs. Where the recovery costs incurred exceed this fixed amount, an additional indemnity shall be payable corresponding to the justified costs actually incurred.

This subsection applies without prejudice to any other indemnity, damages, or compensation that MAXTRONICS may claim. Furthermore, MAXTRONICS

reserves the right to suspend the performance of the Agreement and/or any other agreement in progress with the CLIENT and/or any services provided by the Product, after a formal notice to pay has remained unanswered for more than fifteen (15) days.

SECTION 6 - OBLIGATIONS OF THE CLIENT

The CLIENT acknowledges that the Product is a high-technology product which must be used with due care. The CLIENT understands and agrees that the Product shall only be used in a safe environment and by persons possessing the necessary skills to understand both the Product and the associated risks. The CLIENT is informed that the Product is intended exclusively for persons with sufficient experience in handling high-technology products and is not designed for use by the general public. The CLIENT acknowledges that it is not acting as a “consumer” and that it has full knowledge of the Product and its associated risks.

The CLIENT agrees as follows:

- The CLIENT shall strictly comply with the user instructions set forth in the Documentation.
- The CLIENT shall not display or present the Product in any manner contrary to the provisions of the Product Documentation (for example, by dressing, decorating, painting, or applying stickers to the Product), nor in any way that may be misleading, unsafe, or detrimental to MAXTRONICS and/or the Product.
- The CLIENT shall not take any action that may impair or harm the reputation of the Product, the trademarks of MAXTRONICS or its licensors, or any other MAXTRONICS products.
- The CLIENT shall promptly notify MAXTRONICS of any legal notices, claims, or actions directly or indirectly relating to the Product and shall not enter into or settle any legal proceedings related to the Product without MAXTRONICS’s prior written consent.
- These GTCs do not grant the CLIENT any distribution or sub-distribution rights. Such rights, if granted, must be expressly stated in MAXTRONICS’s Quote and/or in a separate agreement.
- MAXTRONICS warrants that the Product is certified for the territory specified in MAXTRONICS’s Quote and/or in a separate agreement. Subject to any applicable law providing otherwise, the Product shall not be used in any territory where it has not been certified.
- Any use of the Product for promotional or marketing purposes shall clearly reference MAXTRONICS in the manner prescribed by MAXTRONICS in writing. The use of the Product’s appearance is subject to MAXTRONICS’s prior authorization. The CLIENT shall not exploit the reputation of MAXTRONICS or the Product for the benefit of any activity unrelated to the Product.
- The CLIENT shall not use the Product for any illegal purpose or in any unlawful manner, including any use that infringes the intellectual property rights of MAXTRONICS or any third party.

SECTION 7 - WARRANTY AND REPAIR

This warranty section does not apply to any Software and/or remote services provided with or embedded in the Product. All terms and conditions, including warranty provisions applicable to such Software, are set out in the relevant software license agreement (EULA, terms of use, etc.).

7.1 - Warranty Term

The CLIENT shall notify MAXTRONICS of any potential defects discovered during use of the Product. MAXTRONICS warrants that the Product purchased hereunder shall be free from defects in materials and workmanship under normal use and service for a period of two (2) years from the date of delivery for Product delivered within European Union or one (1) years for Product delivered outside European Union, without prejudice to any warranty extension the CLIENT may have purchased prior the expiration of the original warranty term above stated.

The warranty for any type of battery shall also one (1) year from the delivery date to the CLIENT. No warranty extension shall apply to batteries.

Parts or components that are consumable or subject to normal wear and tear are excluded from this warranty.

Warranty claims must be made in writing to MAXTRONICS immediately upon discovery of the defect and within the warranty period, failing which they shall be deemed waived. Each claim shall include documented evidence describing the circumstances and nature of the defect.

The warranty period for repaired or replaced parts shall be three (3) months from the date of repair or the remainder of the original warranty period, whichever is longer.

During the warranty period, MAXTRONICS shall, at its discretion and at no additional cost to the CLIENT, repair or replace defective parts of the Product, or the Product itself, with new or refurbished parts or Products.

This warranty is without prejudice to any mandatory legal warranties applicable under governing law.

Unless otherwise required by mandatory law, any defective Product or part shall be returned to MAXTRONICS for inspection, repair, or replacement, in its original packaging, with all related costs (including but not limited to shipping, handling, insurance, and taxes) borne by the CLIENT.

No defective Product or part shall be returned without MAXTRONICS’s prior written authorization, to be formalized through the issuance of a Return Merchandise Authorization (“RMA”) by MAXTRONICS.

All transportation, logistics, and related costs, including the return shipment after repair or replacement, shall be borne and organized by the CLIENT, unless otherwise expressly agreed in writing by MAXTRONICS.

7.1.1 – Exclusions from Warranty

MAXTRONICS shall have no warranty obligation in the following cases:

- Damage due to normal wear and tear;
- Misuse, abuse, abnormal use, or failure to comply with MAXTRONICS’s instructions or the Documentation;
- Exposure to liquids, high-pressure water, abrasives, solvents, and/or heat exceeding the limits specified in the Documentation;
- Damage or accidents resulting from the CLIENT’s negligence or lack of supervision;
- Defects resulting from external causes or incompatibility with products, software, or accessories not supplied or expressly approved by MAXTRONICS;
- Opening or disassembly of the Product;
- Modification or repair performed by anyone other than MAXTRONICS or without MAXTRONICS’s approval;
- Removal or alteration of the Product’s part number or serial number;
- Failure to install updates as instructed by MAXTRONICS;
- Defects or damage resulting from abnormal transportation, installation, operation, handling, storage, or maintenance conditions, or from foreign object damage, including accidents of any nature.

The above warranty does not apply to Products expressly sold as samples or prototypes.

The warranties set forth in this Section 7 are subject to the provisions of Section 8 below.

To the fullest extent permitted by law, MAXTRONICS hereby disclaims liability under the French legal regime for defective products (“responsabilité du fait des produits défectueux”) set out in Article 1245-14 of the French Civil Code, particularly with respect to damage caused to goods not used by the CLIENT primarily for private purposes.

7.2 - Out-of-Warranty Repairs

7.2.1 – Estimate Fees

If the warranty conditions set forth above are not met, the CLIENT may request MAXTRONICS to determine the cost of an out-of-warranty repair. When MAXTRONICS does not have possession of the Product, the CLIENT may request, based on the information provided, an advance estimate of the repair cost (the “Estimate Fees”).

For out-of-warranty Products, all shipping costs shall be borne by the CLIENT. The relevant RMA shall be sent to the CLIENT upon receipt of its written undertaking to pay the Estimate Fees.

If the CLIENT refuses to pay the Estimate Fees, no estimate or repair shall be carried out by MAXTRONICS.

7.2.2 – Shipping to Customer Service

If requested by the CLIENT, MAXTRONICS may arrange shipment of the Product to and from its customer service center. All shipping cost will be at Client expense. Return shipment shall be made only after the CLIENT has settled all outstanding invoices with MAXTRONICS. The CLIENT remains free to organize shipment at its own risk and expense, provided that it strictly complies with the instructions contained in the RMA.

7.2.3 – Diagnosis and Final Repair Quote

Upon receipt of the Product (“Returned Product”), MAXTRONICS’s customer service shall perform a diagnostic assessment and issue a repair quotation (the “Repair Quote”) specifying the repairs to be performed. The Repair Quote shall prevail over any prior Estimate Fees.

If the CLIENT rejects the Repair Quote, MAXTRONICS shall not perform any repair, and the CLIENT shall be invoiced a flat diagnostic fee of two hundred euros (€200). No repair shall be carried out, and the Product shall only be returned to the CLIENT at its expense, once the diagnostic fee has been paid in full.

If, during the repair process, MAXTRONICS discovers additional defects requiring attention, an updated Repair Quote shall be issued. Upon acceptance by the CLIENT, this updated Repair Quote shall supersede the previous one. Should the CLIENT refuse the updated quote, MAXTRONICS shall only perform the repairs included in the original Repair Quote.

If a Product subject to a refused or unanswered Repair Quote is not collected by the CLIENT within six (6) months from the date the Repair Quote was issued, MAXTRONICS shall be entitled to dispose of, recycle, reuse, or resell the Product (in whole or in part) as refurbished.

The repaired Product shall only be returned to the CLIENT once the corresponding invoice has been fully settled, regardless of any payment terms or deferrals that may have been granted. No repaired Product shall be shipped or made available to the CLIENT until full payment of all amounts due in connection with the Repair Quote.

In the event the CLIENT fails to pay the corresponding invoice and/or does not collect repaired Product within six (6) months from the date of issuance of the invoice, MAXTRONICS shall be entitled to dispose of, recycle, reuse, or resell the Product (in whole or in part) as refurbished, without any liability to the CLIENT. For the avoidance of doubt, the disposal, recycling, reuse or resale of the Product

pursuant to this clause shall not extinguish, reduce or otherwise affect the CLIENT's outstanding payment obligations, which shall remain fully due until settled.

For the avoidance of doubt, the provisions of Section 7.2.3 shall apply in full to any Product returned to MAXTRONICS, whether or not such return was made pursuant to a valid RMA. Any Product returned without an RMA shall be subject to the same diagnostic, quotation, payment, retention and disposal rules as set out in this Section.

SECTION 8 - LIABILITY

MAXTRONICS's liability is strictly limited to the obligations expressly set forth in the Agreement.

MAXTRONICS shall only be liable for direct, proven, and foreseeable damages that it has caused. However, as an essential and determining condition, the total aggregate liability of MAXTRONICS under the Agreement shall in no event exceed one hundred percent (100%) of the total Price under the Agreement.

MAXTRONICS shall not be liable for any costs related to the procurement of substitute products, nor for any loss of business, revenue, use, or data, inaccuracy of data, loss of reputation, business interruption, loss of profits and/or goodwill, deterioration of assets, or for any indirect, special, incidental, exemplary, or consequential damages of any kind arising out of or in connection with the Products, the Software, or this Agreement, even if MAXTRONICS has been advised of the possibility of such losses or damages.

MAXTRONICS shall not be liable for any damage resulting from the destruction of files or programs, failure to comply with the user instructions provided, or misuse of the Product.

To the extent permitted by applicable law and subject to Section 7.1, the limitation period for any claim against MAXTRONICS shall be twelve (12) months from the date of delivery to the CLIENT.

SECTION 9 - TERMINATION - SUSPENSION

MAXTRONICS may terminate the Agreement in the event of a breach by the CLIENT of any of its obligations under the Agreement, if such breach is not remedied within thirty (30) days following formal notice served by any means, without prejudice to any damages that MAXTRONICS may claim from the CLIENT.

However, without prejudice to any legal or regulatory provisions, MAXTRONICS reserves the right, in the event of non-payment by the CLIENT of one or more invoices, to suspend, in whole or in part, the preparation and delivery of any Product and/or the provision of any remote services, fifteen (15) days after formal notice has remained unanswered, until full payment of the amounts due (principal and interest), without incurring any liability or liquidated damages.

Notwithstanding the termination of this Agreement, the CLIENT shall remain liable to pay MAXTRONICS all amounts accrued or due on or before the effective date of termination. Sections 4.3, 5, 6, 9, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive termination and remain in full force and effect.

SECTION 10 - INTELLECTUAL PROPERTY

MAXTRONICS is the owner or licensee of all know-how and/or intellectual property rights (including patents, designs, models, trademarks, copyrights, etc.) related to the Products and/or Software, and no transfer of such rights is made to the CLIENT under the Agreement. Unless otherwise agreed, these GTCs do not grant the CLIENT any right to develop derivative works of the Product or its hardware or software components.

Any intellectual property (including marketing materials), inventions, discoveries, improvements, ideas, techniques, or know-how derived from the intellectual property of MAXTRONICS and/or its licensors shall remain vested in MAXTRONICS and/or its licensors.

The CLIENT shall respect and preserve all proprietary notices relating to the intellectual property rights of MAXTRONICS and/or its licensors connected to the Product, the Documentation, and the Software. The CLIENT shall not rename, modify, or adapt the name of the Product without MAXTRONICS's prior written approval.

The CLIENT undertakes not to infringe, directly or indirectly and in any manner whatsoever, the intellectual property rights of MAXTRONICS and/or its licensors, and shall not destructively test, disassemble, reverse engineer, or otherwise analyze any Product or Software, except to the extent expressly permitted by law or by the applicable software license agreement (EULA).

The CLIENT shall promptly notify MAXTRONICS of any intellectual property claim relating to the Products and/or Software and shall provide MAXTRONICS with all assistance and information reasonably requested for the defense of such claim.

SECTION 11 - CONFIDENTIALITY

Each Party receiving Confidential Information from the other Party undertakes to hold such Confidential Information in strict confidence, not to publish or disclose it to any third party, not to use it for any purpose other than the performance of the Agreement, and to take all necessary measures to protect its confidentiality.

The foregoing obligations shall not apply to any Confidential Information which:

(a) is, at the date of execution of this Agreement, or at any time thereafter becomes, publicly known other than as a result of a breach of this Agreement by the receiving Party or any third party; or

(b) is lawfully obtained from a third party authorized to transfer or disclose such information; or

(c) is disclosed pursuant to the order or requirement of a court or administrative authority having jurisdiction, provided, however, that the receiving Party shall give prompt notice thereof to the disclosing Party to enable it to seek protective measures for its Confidential Information.

This obligation shall remain in force for a period of five (5) years following the termination or expiration of the Agreement, for any reason whatsoever.

Each Party shall ensure that its employees, agents, and subcontractors (if any) comply with the confidential obligations set forth herein.

SECTION 12 - DATA

12.1 - Personal Data

The processing of Personal Data by MAXTRONICS is carried out in accordance with applicable data protection laws and MAXTRONICS's Privacy Policy (<https://www.maxtronics.com/en/privacy-policy>).

12.2 - Data Act Information

(a) MAXTRONICS shall provide access to the information required under Article 3(2) and, where applicable, Article 3(3) of Regulation (EU) 2023/2854 (the "Data Act Information"). The Data Act Information is intended exclusively for the CLIENT as end user of the Products and is provided for the CLIENT's own use in connection with the Products.

(b) The Data Act Information shall be accessible through our website www.maxtronics.com, via a dedicated page hosting versioned and dated documentation. If, for any reason, the URL is not accessible, the CLIENT may request the latest version directly from Maxtronics.

(c) MAXTRONICS may update the Data Act Information at any time to reflect changes to the Products, related services, data generated, or applicable legal requirements. Updated versions shall be published at the URL referred to in paragraph (b) and shall apply to the CLIENT's use of the Products from the date of publication. Such updates shall not amend these General Terms and Conditions.

(d) CLIENT may use the Data Act Information solely for its own purposes in connection with the use of the Products and may make it available to persons using the Products on its behalf.

(e) The Data Act Information is not incorporated into these General Terms and Conditions and does not create contractual obligations between MAXTRONICS and the CLIENT, except to the extent expressly set out in this clause.

SECTION 13 - COMPLIANCE AND EXPORT CONTROL

13.1 - Anti-Bribery and Anti-Corruption

The CLIENT shall comply with all applicable laws and regulations, including but not limited to those relating to anti-bribery and anti-corruption. The CLIENT shall not offer, promise, or give any undue pecuniary advantage, bribe, or other benefit for any purpose, whether in dealings with public officials or within the private sector.

13.2 - Export Control, Sanctions, and Embargoes

The CLIENT undertakes that the Products shall not be sold, directly or indirectly, to any country or person in violation of export control or economic sanctions laws or regulations, including but not limited to French regulations, U.S. regulations (ITAR, EAR), and European Union regulations.

The CLIENT shall not use, export, or re-export the Product in breach of applicable customs or export control laws and regulations to or in:

- any country or destination subject to embargo or restrictions, without having obtained all necessary authorizations from the relevant authorities;
- any party, individual, association, organization, or entity subject to prohibitions or restrictions;
- any party subject to sectoral prohibitions or regulations;
- any third party that uses or may use the Product for military purposes, dual-use purposes, ABC weapons, or nuclear technologies, as well as in connection with any prohibited financial or barter transaction.

The CLIENT shall also ensure, where applicable, that its subcontractors and/or agents comply with such laws and regulations.

MAXTRONICS shall be excused from performing any contractual obligation to the extent that such performance is prohibited under applicable export control or sanctions laws or regulations, without incurring any liability whatsoever.

13.3 - Flow-Down of Compliance Obligations

Without this provision being interpreted as granting any right of distribution, the CLIENT guarantees that any third party supplied with MAXTRONICS Products shall comply with the same obligations set out in this Section 13, so that all third parties down the supply chain, including end-users, remain bound by equivalent compliance obligations.

SECTION 14 - RECYCLING

The CLIENT shall be responsible for the recycling of the Product and its components in accordance with applicable law.

Accordingly, the CLIENT located in Europe guarantees and agrees to carry out, at its own expense, all formalities and obligations imposed by:

(i) Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE);

(ii) Directive 2006/66/EC of the European Parliament and of the Council of 6 September 2006 on batteries and accumulators and waste batteries and accumulators, repealing Directive 91/157/EEC; and

(iii) Directive 94/62/EC of the European Parliament and of the Council of 20 December 1994 on packaging and packaging waste, where applicable.

Upon MAXTRONICS's request, the CLIENT shall provide a certificate or other documentation evidencing compliance with the above-mentioned laws and regulations. Any failure to comply with these statutory procedures shall constitute a breach of the Agreement, and the CLIENT agrees to indemnify and hold MAXTRONICS harmless from and against any and all direct and indirect losses, damages, or liabilities resulting therefrom.

SECTION 15 - MISCELLANEOUS

15.1 - No transfer or assignment

In no event shall the CLIENT sublicense, assign, or otherwise transfer all or any part of its rights or obligations under this Agreement to any third party. Any such sublicensing, assignment, or transfer shall be null and void unless expressly authorized in writing by MAXTRONICS.

15.2 - Severability

If any provision of this Agreement is held or deemed to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that most closely reflects the original intent of the Parties, as mutually agreed.

15.3 - Amendment

MAXTRONICS expressly reserves the right to amend and/or supplement the content of its GTCs at any time. For the avoidance of doubt, the CLIENT shall only be bound by the version of the GTCs in force at the time the CLIENT accepts the Quote.

15.4 - Waiver

Any failure or delay by either Party in exercising any of its rights under this Agreement shall not be construed as a waiver of such rights, whether in the present or in the future, unless expressly waived in writing by the Party concerned.

15.5 - Notices

All notices under this Agreement shall be made in writing and sent to the addresses of the Parties as specified in the Agreement. Any change of address shall be promptly notified to the other Party in writing.

Notices shall be deemed duly given:

- (i) when delivered in person, on the date acknowledged by signature on the receipt;
- (ii) when sent by registered mail with return receipt requested, on the date indicated on the receipt, or, if not delivered, on the date of first attempted delivery;
- (iii) when sent by international postal or courier service, on the date indicated on the corresponding delivery proof, probill, or air waybill;
- (iv) when sent by email, on the date of receipt of a return confirmation email. In the case of (iv), notice shall not be deemed served if no return confirmation is received.

15.6 - Force majeure

Neither Party shall be held liable for the non-performance or improper performance of its contractual obligations where such failure results from an event of force majeure.

For the purposes of this Agreement, force majeure refers to any event of any kind whatsoever that is beyond the control of either Party, could not reasonably have been foreseen at the time of conclusion of the Agreement, and is of such a nature as to render the performance of a Party's contractual obligations impossible.

Such events shall include, without limitation: war (declared or undeclared), acts of terrorism, invasion, rebellion, blockade, sabotage, vandalism, total or partial strike, labor disputes (whether internal or external to MAXTRONICS), civil unrest, storms, natural disasters, fires, epidemics, pandemics, transportation or supply blockages (including energy supply), breakdowns in the supply of electricity, heating, air conditioning, telecommunication networks or data ports, satellite failure, inability to obtain fuel, materials, or parts, transportation delays, equipment repairs, supplier defaults, or accidents.

The Party invoking a force majeure event shall notify the other Party as soon as possible and shall take all appropriate measures to remedy or mitigate the consequences of such event.

If performance is temporarily impossible, the performance of the contractual obligations concerned shall be suspended. If the suspension lasts for more than one (1) month, either Party may terminate the Agreement upon reasonable written notice.

In such case, no compensation or damages shall be due by either Party, except that the CLIENT shall remain liable to pay for the Products and related contractual services already delivered or performed.

15.7 - Applicable law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of France. The Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention), as well as any international conflict-of-laws provisions.

In the event of a dispute between the Parties, they shall use their best efforts to resolve the matter amicably before initiating any formal dispute resolution proceedings.

BOTH PARTIES EXPRESSLY AGREE THAT ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING ITS TERMINATION, SHALL

BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF PARIS, FRANCE.

15.8 - Acceptance and Electronic Communications

The CLIENT acknowledges having read and accepted these GTC prior to accepting the relevant Quote or placing an order.

The Parties expressly agree that their exchanges, including the acceptance of the Quote, the transmission of orders, confirmations, invoices, and any other contractual documents, may validly take place by electronic means, and that such electronic exchanges shall have the same legal value and evidential force as written documents on paper.

The CLIENT's acceptance of the Quote or of any order shall constitute full and unconditional acceptance of these GTC, which shall prevail over any other document issued by the CLIENT, unless otherwise expressly agreed in writing by MAXTRONICS.

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