

TERMS AND CONDITIONS OF SALE (GCS)

1 - GENERAL PROVISIONS:

These general terms and conditions of sale apply automatically to all sales of products sold by PYRESCOM (Seller). The sale shall be deemed concluded on the date the order is accepted by the Seller. Prior to this date, these terms of sale have been made available to the Purchaser, as referred to in article L. 441-6 of the French Commercial Code. Any order implies unreserved acceptance of these general conditions of sale which shall prevail over all other conditions, except those which have been expressly accepted by the Seller, particularly in the context of special terms and conditions.

2 - POWERS AND COMPETENCE:

It is hereby stipulated that any dispute of any nature arising from the application, interpretation or performance of these GCS shall be submitted to the Commercial Court of Perpignan (France). Only French law will be applicable in the event of a dispute and the French language will prevail over any other translation of these GCS.

3 - INDUSTRIAL AND INTELLECTUAL PROPERTY:

PYRESCOM owns the various industrial property rights to all the products and brands in its catalogue, as well as the intellectual property rights to the software and platforms it develops.

4 - SUPPLY OF EQUIPMENT AND/OR SERVICES (solutions):

The equipment and/or solutions sold are exactly and solely those specified in the quotation accepted by the customer. PYRESCOM reserves the right to make any changes to the characteristics, layout, presentation, shape, size or material of its equipment, machines or machine components, connected solutions, software or platforms. Plans, documents and technical information given to the customer remain the property of PYRESCOM. In any case, they may not be altered, reused or sent to third parties without PYRESCOM's authorisation, and in this case, they must be clearly marked "Property of PYRESCOM".

5- ORDERS

INFORMATION/APPLICATION FOR OPENING AN ACCOUNT: Prior to any order, the customer agrees to provide the information requested by PYRESCOM, on the appropriate forms, and guarantees that such information is genuine and accurate, otherwise the order may be cancelled at PYRESCOM's sole discretion. In such a case, the deposit will be retained by PYRESCOM as compensation.

VALIDATION AND ACCEPTANCE OF THE ORDER: For any order to be taken into account, it must be placed in writing or sent by email. Provided that it is accepted by PYRESCOM's management, the order is deemed to be firm and definitive.

The buyer alone has the right to the benefits of the order and may not transfer them without PYRESCOM's agreement. Any modification of the order requested by the buyer can only be accepted if it is expressly agreed to by PYRESCOM.

6- PRICES:

The prices of the equipment and/or services sold are those in force on the day the order is taken and are guaranteed for a delivery period mentioned on our order acknowledgements. PYRESCOM reserves the right to alter the prices agreed at the time of the order when the time requested by the customer exceeds 90 days from the order date. Under no circumstances may the customer cite these price changes as a reason for cancellation, which would then be deemed unfounded and the customer would be cancelling at their sole risk. Any change in the VAT rate may be reflected in the price of the products or services.

PYRESCOM reserves the right to change its prices at any time. However, it commits to billing the equipment and/or service ordered at the price given when the order was placed and subject to compliance with the aforementioned delivery deadline.

7 – PAYMENT

For equipment sales:

Our payment terms are 30 days net from date of invoice. No discount for early payment. In any case, payments due to the Seller cannot be suspended or reduced or compensated without PYRESCOM's written agreement. PYRESCOM reserves the right to request cash payment with the order.

For subscriptions/maintenance sales:

Subscriptions/maintenance are invoiced annually.

The sum is payable no later than 30 days after the invoice is issued. If payment is not received on time and after 3 reminders, without prejudice to the application of article 9, PYRESCOM will suspend the subscription/maintenance service and the contract will be terminated automatically. No discount for early payment.

8 – LATE PAYMENT PENALTIES AND COMPENSATION FOR COLLECTION COSTS

If payment is not received by the due date, penalties will be payable equal to the semi-annual reference rate (Refi rate) of the European Central Bank (ECB), in force on 1 January or 1 July depending on the date of the order, and increased by 10 points: i.e. 10.05%.

They will be applied from the day following the payment date shown on the invoice or, failing that, on the 31st day following the invoice's issue. Late payment penalties are payable without the need for a reminder. In addition, pursuant to Article D441-5 of the French Commercial Code, a fixed penalty of 40 euros will be payable to cover collection costs.

9 - RETENTION OF TITLE CLAUSE:

PYRESCOM retains full ownership of the materials and equipment delivered until full payment has been received. In this respect, if the purchaser is undergoing receivership or liquidation, as part of the collective proceedings, PYRESCOM reserves the right to reclaim the equipment sold and remaining unpaid.

For sales to distributors, they shall include the retention of title clause formulated and demanded by PYRESCOM on their invoices to the end customer.

10 - DEADLINES / DELIVERY:

Delivery times given by PYRESCOM are for information only. Delays in delivery times may not give rise to claims for damages, interest; or to the withholding or cancellation of orders in progress.

11- TRANSPORT / INSURANCE:

Goods are dispatched for a flat-rate fee based on the number of packages according to the DAP incoterm (packaging and transport included). At the time of delivery, if a parcel is missing or damaged, precise handwritten comments must be written on the carrier's delivery receipt and confirmed by registered letter within 3 working days to the delivering carrier and then formally reported to PYRESCOM within the same period.

If the equipment is collected on the customer's initiative and according to the Ex-Works Incoterm, PYRESCOM's liability shall cease as soon as the equipment is handed over to the customer or their agent (carrier).

12- GUARANTEES:

The products sold are covered by the legal warranty against hidden defects.

13- INSTALLATION AND COMMISSIONING:

Our services are priced in our quotations, but do not include the cost of installing and commissioning the equipment on the customer's premises. They will be estimated on a flat-rate basis in the quotation and invoiced on an actual basis. The customer is required to provide PYRESCOM with a detailed plan of the fluid supply lines, a precise plan of the drilling locations and the quality of the materials used. No work may commence without the approval of the client company, which shall assume full responsibility.

If the customer carries out the installation and commissioning, PYRESCOM is not liable for any problems related to the physical installation if the purchaser does not provide proof that they have called in a professional plumber, electrician or any other tradesperson.

As regards the sale of connected solutions, PYRESCOM will provide the essential prerequisites for the solution's operation before the order is placed. The placing of the order by the Customer will be considered as validation of the aforementioned prerequisites, and PYRESCOM will not be held liable in this respect. Similarly, PYRESCOM shall not be held liable for any disappearance, change or alteration of the network coverage area.

14- SPECIAL SERVICES PROVIDED BY PYRESCOM - MAINTENANCE CONTRACTS:

Maintenance contracts include specific clauses and are considered as special conditions. All situations not governed by these special terms and conditions shall be governed by these general terms and conditions of sale.

15 - GENERAL TERMS AND CONDITIONS OF USE OF PYRESCOM SOFTWARE:

All sales including software and or platform are subject to accepting PYRESCOM GTCs available on the said software.

16- PERSONAL DATA:

In accordance with the French Data Protection Act applicable from 25 May 2018, the customer hereby undertakes to permit PYRESCOM to use their public or personal data for strictly appropriate, relevant and necessary uses relating to the services offered.

PYRESCOM undertakes to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and the Customer has more especially a right of access, rectification, and deletion of their data by simple request addressed to the company: PYRESCOM - Mas des Tilleuls - 66680 CANOHES, France or by email at the following address dpo@pyres.com. All of our personal data processing procedures are available on our website: <http://www.pyres.com/cgv>.

17- TREATMENT OF END-OF-LIFE ELECTRICAL AND ELECTRONIC EQUIPMENT:

Pursuant to articles R. 543-172 et seq. of the French Environment Code, PYRESCOM, as a producer of electrical and electronic equipment, is obliged to contribute to or provide collection and treatment of waste electrical and electronic equipment (WEEE). PYRESCOM undertakes to fulfil its obligations under these provisions with regard to the collection and treatment of WEEE in particular. Customers may write to PYRESCOM if they wish to dispose of their equipment and find out how to proceed.