

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

1. GENERAL PROVISIONS :

These general terms and conditions of sale apply automatically to any sale of products sold by PYRESCOM (the "Seller"). The sale is deemed concluded on the date the Seller accepts the order. Prior to that date, these terms and conditions of sale were made available to the Buyer, as referred to in Article L. 441-1 of the French Commercial Code. Any order implies unreserved acceptance of these general terms and conditions of sale, which prevail over all other terms, except those expressly accepted by the Seller, in particular under specific terms and conditions.

2. JURISDICTION AND GOVERNING LAW :

It is specified that any dispute of any nature arising from the application, interpretation or performance of these GTC shall be submitted to the Commercial Court of Perpignan (France). French law alone shall apply in the event of a dispute, and the French language shall prevail over any other translation of these GTC.

3. INDUSTRIAL AND INTELLECTUAL PROPERTY :

PYRESCOM owns the various industrial property rights in all products and trademarks in its catalog, as well as the intellectual property rights in 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 devices, machines or machine components, connected solutions, software and platforms. Plans, documents and technical information provided to the customer remain the property of PYRESCOM. In any event, they may not be modified, reused or transmitted to third parties without PYRESCOM's authorization, and in such case they must bear the clearly visible notice "Property of PYRESCOM."

5. SPECIFIC TERMS APPLICABLE TO MEDICAL DEVICES :

For any medical device supplied by PYRESCOM, the Customer undertakes to use it in accordance with its intended purpose, its instructions for use and the recommendations provided by PYRESCOM.

The Customer undertakes to comply with the applicable material vigilance (materiovigilance) obligations and to inform PYRESCOM without delay of any incident, malfunction or event likely to affect the safety or performance of the device.

The Customer shall ensure the traceability of the medical devices delivered to it, in particular by means of references, batch or serial numbers and, where applicable, the UDI.

In the event of a recall, withdrawal or field safety corrective action, the Customer undertakes to cooperate with PYRESCOM in order to quickly identify and locate the devices concerned and to implement the instructions provided to it.

6. ORDERS

INFORMATION / ACCOUNT OPENING REQUEST : Prior to placing any order, the customer undertakes to provide the information requested by PYRESCOM on the appropriate forms and guarantees that such information is true and accurate, failing which the order may be cancelled at PYRESCOM's sole discretion. In such a case, any deposit paid shall be retained by PYRESCOM as compensation.

VALIDATION AND ACCEPTANCE OF THE ORDER : To be taken into account, any order must be placed in writing or communicated by email, subject to acceptance by PYRESCOM's management; the order is then deemed firm and final.

The benefit of the order is personal to the buyer and may not be assigned without the agreement of PYRESCOM. Any change to the order requested by the buyer may only be taken into account if expressly accepted by PYRESCOM.

7. PRICES :

Prices for the equipment and/or services sold are those in effect on the day the order is placed and are guaranteed for the delivery period stated on our order acknowledgements. PYRESCOM reserves the right to change the prices agreed at the time of order when the lead time requested by the customer exceeds 90 days from the order date. The customer may under no circumstances invoke such price changes to notify a cancellation, which would then be deemed unfounded and made at its own entire responsibility. Any change in the VAT rate will be passed on to the price of the products and services.

PYRESCOM reserves the right to change its pricing at any time. It nevertheless undertakes to invoice the equipment and/or service ordered at the price indicated when the order was placed, subject to compliance with the above-mentioned delivery period.

8. PAYMENT

FOR THE SALE OF EQUIPMENT : Our payment terms are 30 days net from the invoice date. No discount for early payment. Under no circumstances may payments due to the Seller be suspended or subject to any reduction or set-off without PYRESCOM's written agreement. PYRESCOM reserves the right to require payment in cash at the time of order.

FOR THE SALE OF SUBSCRIPTIONS / MAINTENANCE : Subscriptions / maintenance are invoiced annually.

The price is payable no later than 30 days after the invoice is issued. In the absence of payment within this period 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.

9. LATE PAYMENT PENALTIES AND COMPENSATION FOR COLLECTION COSTS

In the absence of payment by the due date, penalties will be payable equal to the semi-annual key rate (Refi rate) of the European Central Bank (ECB) in effect on 1 January or 1 July, depending on the order date, increased by 10 points: i.e. 10.05%.

They will apply from the day following the payment date shown on the invoice or, failing that, the 31st day following the issuance of the invoice. Late payment penalties are due without any reminder being necessary. In addition, pursuant to Article D441-5 of the French Commercial Code, a fixed penalty of €40 will be due for collection costs.

10. RETENTION OF TITLE CLAUSE :

PYRESCOM retains full ownership of the equipment and materials delivered until the price has been paid in full. Accordingly, should the buyer become subject to receivership or judicial

liquidation, PYRESCOM reserves the right to claim, within the framework of the insolvency proceedings, the equipment sold that remains unpaid.

For sales to distributors, they shall state on their invoices to the end customer the retention of title clause formulated and required by PYRESCOM against them.

11. LEAD TIMES / DELIVERY :

Delivery times given by PYRESCOM are indicative only. Delays in delivery times may not give rise to damages, withholdings, or cancellations of orders in progress.

12. 11- TRANSPORT / INSURANCE :

Goods are shipped subject to a flat fee based on the number of packages, under the DAP incoterm (packaging and freight included). Upon delivery, in the event of missing or damaged package(s), precise handwritten reservations must be noted on the carrier's delivery receipt and confirmed by registered letter within 3 business days to the delivering carrier, and PYRESCOM must be formally notified within the same period.

In the event of collection at the customer's initiative and under the Ex-Works incoterm, PYRESCOM's liability ceases as soon as the equipment is made available to the customer or its agent (carrier).

13. STATUTORY WARRANTY :

The products sold are covered by the statutory warranty against latent defects.

14. INSTALLATION AND COMMISSIONING :

Our services are valued in our quotations; the costs incurred for the installation and commissioning of the equipment at the customer's premises are not included. They will be estimated on a flat-rate basis in the quotation and invoiced based on actual costs. The customer must provide PYRESCOM with a detailed plan of fluid supply points, a precise plan of drilling locations, and details of the materials encountered. No work may begin without the approval of the customer company, which shall bear full responsibility for it.

Where the customer carries out the installation and commissioning itself, PYRESCOM disclaims all liability for problems relating to the physical installation if the buyer cannot demonstrate that it engaged qualified professionals (plumbing, electrical work, etc. and any other trade).

With regard to the sale of connected solutions, PYRESCOM will provide, before the order is concluded, the prerequisites essential to the operation of the solution. Placing the order by the Customer shall constitute validation on its part of such prerequisites, such that PYRESCOM's liability may not be engaged in this respect. Likewise, in the event of the disappearance, change or modification of network coverage areas, PYRESCOM's liability may not be engaged

15. SPECIFIC SERVICES PROVIDED BY PYRESCOM - MAINTENANCE CONTRACTS :

Maintenance contracts include specific clauses and are considered specific terms. Any situation not governed by such specific terms shall be governed by these general terms and conditions of sale.

16. GENERAL TERMS OF USE FOR PYRESCOM SOFTWARE AND PLATFORMS

Any order involving the supply, access, hosting, maintenance or support of PYRESCOM software or a platform is subject to these General Terms and Conditions of Sale, to the General Terms of Use applicable to the software or platform concerned, and to the provisions of Article 16 "Personal Data." The General Terms of Use are brought to the Customer's attention before the software or platform is made available. Use of the software or platform constitutes acceptance of these terms.

In the event of a contradiction between the contractual documents, the specific provisions set out in the purchase order or the specific contract shall prevail over these GTC. The provisions of Article 16 shall prevail, solely with respect to matters relating to personal data, over any conflicting provision of the General Terms of Use.

17. PERSONAL DATA

PYRESCOM and the Customer undertake to comply with applicable regulations on the protection of personal data, in particular Regulation (EU) 2016/679 of 27 April 2016 (the "GDPR").

When PYRESCOM processes personal data on behalf of the Customer in connection with the supply, hosting, maintenance or support of software or a platform, the Customer acts as data controller and PYRESCOM as data processor.

The terms applicable to such processing, in particular the Customer's instructions, security measures, sub-processors, data breach management, assistance provided to the Customer, and the terms for returning or deleting data, are set out in the GDPR Appendix available on our website and on request by email to dpo@pyres.com.

PYRESCOM processes personal data solely on the Customer's documented instructions, unless otherwise required by law.

For processing it carries out for its own purposes, in particular the management of the commercial, contractual, accounting and administrative relationship with the Customer, PYRESCOM acts as data controller.

Any question relating to personal data may be sent to: dpo@pyres.com.

18. END-OF-LIFE TREATMENT OF ELECTRICAL AND ELECTRONIC EQUIPMENT :

Pursuant to Articles R. 543-172 et seq. of the French Environmental Code, PYRESCOM, as a producer of electrical and electronic equipment, is required, to contribute to or provide for the collection and treatment of waste electrical and electronic equipment (WEEE). PYRESCOM undertakes to fulfill the obligations incumbent upon it under these provisions, in particular with regard to the collection and treatment of WEEE. Customers wishing to dispose of such equipment may contact PYRESCOM by mail to find out the procedure to follow.