



GENERAL CONDITIONS OF SALE

(in force from 10/11/2023)

1. Subject

These general conditions of sale (“GCS”) are published by AROL ENERGY, SAS (simplified joint-stock company) with capital of 254,238 €, registered on the CHAMBERY Trade and Companies Register under number B 789 256 179, whose head office is at Savoie Technolac, 17 avenue du Lac Léman, 73370 Le Bourget du Lac (“AROL ENERGY”).

The GCS apply, without restriction or reserve, to all sales agreed by AROL ENERGY with professional buyers (“Buyer”). Any order placed with AROL ENERGY implies full and unreserved acceptance by the Buyer of these GCS and the waiving of any derogation that has not been expressly confirmed in writing by AROL ENERGY.

The Buyer declares that he/she is an experienced professional with the skills required to ensure that the products or services ordered from AROL ENERGY are in line with their requirements and needs.

2. Formation of the contract

AROL ENERGY is only committed from when it confirms an order placed by the Buyer on the basis of a quote or an order form. Once the confirmation has been sent by AROL ENERGY, the contract is formed and the parties are bound by the order (the “Order”).

3. Contractual documents

The contract consists, in order of priority, of the following documents:

- AROL ENERGY’s commercial proposal and/or technical offer,
- the quote or order form approved by AROL ENERGY,
- these GCS,
- any appendices.

These documents express the full agreement between the parties and supersede any previous document issued by the parties and any oral agreement.

4. Cancellation or modification of the Contract

Once the Order has been approved by AROL ENERGY, the Buyer may not request any cancellation or modification thereof.

5. Unavailability of a product

In the event that a product is unavailable, AROL ENERGY shall inform the Buyer as soon as possible and shall either propose a product that is the equivalent in quality and value, or the cancellation of the Order. If the Order is cancelled, the sums already paid shall be reimbursed within thirty (30) days following cancellation of the Order. AROL ENERGY may not be held liable for this.

6. Provision of service

If the Order concerns the provision of a service, this will be listed in full in the quote or order form sent and approved by the parties. AROL ENERGY will only be bound to providing the services listed on this document. If AROL ENERGY agrees to carry out any additional service not specifically listed in the Order, it will be invoiced in addition.

As part of its obligation to cooperate, the Buyer undertakes to provide AROL ENERGY with any relevant information that will enable it to carry out its service in the best possible way. The Buyer also undertakes to facilitate the carrying out of the service by AROL ENERGY.

Any difficulty attributable to the Buyer that affects AROL ENERGY’s carrying out of its service may engage the Buyer’s liability and give rise to compensation.

7. Prices and terms of payment

All prices are given in Euros and net of tax.

Regarding orders for products, the price is for making the products ordered available on the site designated by the Buyer on the order form or the quote and includes shipping and packaging (Incoterm DDP).

Regarding the provision of services, the price includes all the services listed on the quote sent by AROL ENERGY. Any additional service will be ordered separately.

The applicable price is the one shown on the quote for the period of validity of the quote. Any confirmation of the quote after its validity date may lead to a change in the applicable price.

Unless otherwise agreed in writing, invoices must be paid by bank transfer within thirty (30) days of the date of the invoice. The Buyer’s obligation is met when the funds have been received and are available on AROL ENERGY’s bank account. If an advance payment is included in the order, any delay in payment will put the contractual lead times back accordingly.

In the event of late payment, AROL ENERGY may suspend any ongoing shipping and refuse any new orders, without limiting any other course of action. Any late payment shall give rise, ipso jure and without requiring prior notice, to the application of a late payment penalty equal to the Central European Bank’s most recent refinancing rate (REFI rate) plus ten points. The Buyer will also automatically owe AROL ENERGY a fixed penalty of 40 euros for recovery costs.

Any late payment of a scheduled instalment shall give rise, at AROL ENERGY’s discretion, to the forfeiture of the contractual period with the total amount due becoming immediately payable.

8. Delivery

The lead times are given as an indication for information purposes only. AROL ENERGY shall endeavour to



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respect the delivery times it gives when it accepts the order, according to the factory's lead time and the logistics of the profession, and to execute the order, except in cases of force majeure.

Delivery delays or partial deliveries shall not give rise to any penalty or compensation, nor be grounds for the cancellation or termination of the Order, nor engage AROL ENERGY's liability for any direct or indirect damage attributable to any delay or failure in delivery.

If shipping is delayed for any reason independent of AROL ENERGY's will, the products are stored at the Buyer's cost and risk. AROL ENERGY declines any liability regarding this storage.

The transfer of risk from AROL ENERGY to the Buyer shall occur in compliance with the Delivered Duty Paid (DDP) Incoterm rules 2020. Consequently, the transfer of risk takes place when the products are made available by the transporter at the site designated by the Buyer. The costs of insurance and unloading are also at the Buyer's expense and risk. The Buyer undertakes to unload and take possession of the products when they are delivered by the transporter. In the event that they are unavailable on an agreed delivery date, the Buyer shall be solely liable for the costs associated with the storage and redelivery of the products.

In the event of damaged or missing goods on delivery, it is the Buyer's responsibility to carry out all the necessary reservations with the transporter, by registered letter with acknowledgement of receipt within a period of 3 days maximum. Complaints concerning apparent defects, the non-conformity of the products delivered, the goods ordered or any complaint on the delivery note, must be sent by letter with acknowledgement of receipt within 3 working days following the arrival of the goods. No action or complaint of non-conformity may be made after this period of 3 working days following delivery of the products. If no written complaint is submitted within this period, AROL ENERGY cannot be held liable. It is up to the Buyer to provide any proof of the reality of defects or anomalies found. The Buyer must allow AROL ENERGY every facility to proceed with the observation of defects and remedy them.

No return may be carried out by the Buyer without AROL ENERGY's prior, express agreement in writing. Any product returned without this agreement shall be held available for the Buyer and will not give rise to the issue of a credit note.

The cost of returning products is always at the Buyer's expense. Any product returned must be in the condition in which it was delivered.

When an inspection confirms the existence of an apparent defect or shortage, AROL ENERGY will have several options:

- To replace the articles that do not comply and/or make up the missing items at its own expense.

- To ensure the products' compliance at no cost to the Buyer.
- To refund the Buyer the amount they have paid for the missing and/or non-compliant products.

In any case, the Buyer may not claim any compensation whatsoever.

The acceptance without reservation within the aforementioned time limit of the products ordered by the Buyer covers any apparent defect or missing items.

Unless otherwise stipulated, the products are delivered unpackaged, ex works. AROL ENERGY declines all responsibility for packaging provided to the Buyer, which will be invoiced in addition.

9. Reservation of ownership

AROL ENERGY shall retain ownership of the products sold until full payment of the principal amount and other charges for the said products. This reservation of ownership does not prevent the transfer of risks to the Buyer as soon as the products are made available as defined in article 8 above.

Failure to pay any of the instalments may result in the goods being reclaimed.

The Buyer consequently undertakes to insure the goods sold on behalf of whomever it sees fit against all risks of loss, deterioration and damage that they may incur or cause from the time of their acceptance.

Until the price has been paid in full, the Buyer must keep the marking and identification of the products and individualise them. If the products are not individualised, the Seller may demand immediate payment for the products or take back the ones in stock.

10. Intellectual property

AROL ENERGY shall retain full ownership of all its intellectual property. Unless the parties expressly agree otherwise in writing, this relationship does not involve the transfer of any intellectual property rights between the parties.

11. Warranty

AROL ENERGY guarantees the products sold for a period of twelve (12) months from when they are available on the site designated by the Buyer.

The warranty offered covers the replacement or repair, free of charge, of any parts recognised by AROL ENERGY as being defective due to faulty design, materials or workmanship. The warranty does not cover the costs of disassembly, reassembly, transport and approach.

The replacement of one or more parts, for whatever reason, does not extend the warranty period.



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To be able to claim the benefit of this article, the Buyer must immediately notify AROL ENERGY in writing of the existence and exact nature of the defects he/she attributes to the product and must give AROL ENERGY every opportunity to ascertain the defects and remedy them.

The warranty does not apply in the following cases:

- Installation that does not comply with good practice,
- Damage or accidents caused by negligence,
- Lack of supervision or maintenance,
- Changes to operating conditions,
- Use of the equipment that does not comply with its intended purpose and with AROL ENERGY's instructions,
- Elements which, due to the nature of their materials or functions, are subject to normal wear and tear, such as fittings, seals and belts,
- Defective operation resulting from force majeure or an external factor.

The warranty shall cease:

- If the equipment is stored, away from the seller's factory, in a manner that does not comply with the seller's recommendations and good practice,
- In the event of intervention or disassembly of the equipment by a person not approved by AROL ENERGY,
- If parts not supplied by AROL ENERGY have been substituted for original parts without AROL ENERGY's knowledge.

The Buyer may not use the warranty claim to suspend or defer payments.

AROL ENERGY is exonerated from all liability in the event of indirect and/or immaterial damage such as production losses, operating losses, loss of profit, etc., caused to the Buyer or to third parties.

The amount of compensation paid by AROL ENERGY for material damage caused to the Customer during and as a result of the performance of the contract may not exceed the amount, exclusive of tax, of the sums received under the contract.

12. Liability

The obligations of AROL ENERGY are obligations of means excluding any obligation of result or performance unless explicitly agreed.

AROL ENERGY only guarantees the compliance of the delivered product to the Buyer with the laws and regulations in force on the day the order is accepted, as well as with the specifications of the product as determined in the order.

AROL ENERGY's liability is strictly limited to the obligations expressly agreed in the validated order. AROL ENERGY shall only be liable for direct material damage suffered by the Buyer to the exclusion of any other type of damage. In the event that AROL ENERGY is held liable,

its liability will in any event be limited to the amount net of tax of the order under which the services and/or supplies that gave rise to the claim or caused the loss were provided.

The Buyer shall guarantee the waiving of recourse by its insurers against AROL ENERGY or its insurers, in compliance with the aforementioned limitations.

13. Force majeure

AROL ENERGY cannot be held liable for any delay in delivery or failure to perform its obligations if the delay or failure results from circumstances constituting force majeure as defined by French case law. All circumstances beyond AROL ENERGY's control, in particular wars, riots, total or partial strikes, internal or external to the company, lock-outs, bad weather, epidemics, blockages of means of transport or supply for any reason whatsoever, earthquakes, fires, storms, floods, governmental or legal restrictions and delays affecting the execution of the Order, will be considered or assimilated to events of force majeure.

Any such delay or failure shall not constitute a breach of this agreement and the scheduled lead times shall be extended by a period equivalent to that for which performance was prevented.

If such a delay or failure persists for more than three months, either party shall be entitled to terminate this agreement in respect of products not yet delivered or services not performed.

In the event of such a termination, neither party shall be entitled to claim compensation or damages. Where applicable, the price of the Order will be adjusted in proportion to the part of the Order completed.

14. Unforeseeable circumstances

In compliance with the provisions of Article 1195 of the French Civil Code, if a change in circumstances that was unforeseeable when the contract was concluded makes the performance of the contract excessively onerous for one of the parties, the parties undertake to renegotiate the terms of the orders affected. If applicable, AROL ENERGY will be entitled to terminate ongoing orders that would be affected by such an unforeseeable change.

15. Respect of the regulations relating to the processing of personal data

As part of its dealings with AROL ENERGY, the Buyer is required to communicate a certain amount of personal data such as the surname, first name, postal address and e-mail address of its legal representatives, employees or agents. This data is processed by AROL ENERGY in compliance with the terms and conditions set out below. The data controller is AROL ENERGY as identified in the



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preamble hereto. The purpose of the processing is to manage the contractual relationship with the Buyer and the Buyer's information and commercial prospecting.

The legal basis for the processing is the contractual execution for management of the contractual relation with the Buyer, compliance with a legal obligation for accounts management to combat fraud and money laundering, the legitimate interest for the Buyer's information and the Buyer's consent for commercial prospecting. To this end, the Buyer gives his consent for their details to be processed for commercial purposes and so that they can be offered content tailored to the needs of their company.

The recipients of the data are the internal departments of AROL ENERGY and third-party partners.

AROL ENERGY will keep the Buyer's personal data for a period of 3 years following the termination of the Contract for commercial prospecting purposes, 5 years following termination of the Contract for evidentiary purposes under the French Civil Code and 10 years to fulfil accounting obligations under the French Commercial Code.

In accordance with the applicable legal and regulatory provisions, in particular European Regulation no. 2016/679/EU of 27 April 2016 (applicable from 25 May 2018), the Customer has the following rights: Right of access; Right of rectification; Right of erasure; Right to portability; Right to limit or object to the processing of data; Right not to be the subject of an automated individual decision; Right of appeal to the competent data protection authorities.

In order to exercise these rights, the Customer must send all requests to the following address, providing proof of identity: AROL ENERGY, Savoie Technolac 17 avenue du Lac Léman 73370 Le Bourget du Lac.

16. Ipsa jure termination of the contract

A failure by the Buyer to execute any one of its obligations shall automatically result in the termination of any contract governed by these general terms and conditions of sale, eight days after formal notice has been sent without result, without prejudice to any damages that may be claimed from the Buyer, which in any event shall not be less than 30% of the agreed price.

17. Renunciation

The contract expresses all the parties' obligations. The fact that one of the parties does not avail itself of a breach of any of the obligations referred to in the contract by the other party shall not be interpreted as a waiver of the obligation in question in the future.

18. Headings

In the event of difficulties of interpretation between any of the headings appearing at the beginning of the clauses and any of the clauses, the headings shall be declared non-existent.

19. Transfer

The contract may under no circumstances be the subject of a total or partial transfer by the Buyer, whether in return for payment or free of charge.

20. Partial non-validity

If one or more stipulations of the contract are held to be invalid or declared as such in application of a law or a regulation or following a final decision by a competent court, the other stipulations will retain their full force and scope.

21. Domicile

The parties elect domicile at the addresses given on the order forms and acknowledgements of receipt of the order.

22. Applicable law and settlement of disputes

Orders are subject to French law.

In the event of a dispute, jurisdiction is expressly assigned to the Lyon Commercial Court, notwithstanding a plurality of defendants or the introduction of third parties, for proceedings on the merits and proceedings by petition or interim rulings.