

# NUCLETUDES GENERAL TERMS AND CONDITIONS OF SALE

## 1 – GENERAL

These general terms and conditions of sale of NUCLETUDES (hereinafter referred to as the General Terms and Conditions of Sale) shall apply to any received orders and may only be amended or waived at NUCLETUDES' initiative.

These General Terms and Conditions of Sale constitute the base of all sales negotiations (Article L441-6 of the French Commercial Code). No amendment or waiver may be made to these General Terms and Conditions of Sale without effective and substantial consideration.

Any clause contained in an order form, agreement, contract or related document, including any document entitled "General Terms and Conditions of Purchase", that would require the waiving of these General Terms and Conditions of Sale, or that would call for specific statements to be contained in the General Terms and Conditions of Sale (Article L441-6 of the French Commercial Code), or that would lay down stricter terms and conditions for the seller than those contained in the General Terms and Conditions of Sale, shall be deemed to be null and void and not written, without any requirement to explicitly denounce said clause.

Placing an order shall entail complete acceptance of the foregoing.

## 2 - PURPOSE AND SCOPE – PRICES OF THE OFFERS

Price offers are valid within the limit of the optional time frame which, unless otherwise specified, shall be of two months, starting from the presentation of the offer.

The equipment and services shall be produced/performed in compliance with all explicitly referenced requirements and standards. The Customer may not in any case set off any standards, specifications, prescriptions, regulations and best practices against the NUCLETUDES if such materials have not first been referenced or accepted by NUCLETUDES.

The Customer shall remain solely liable for the use for which its product or service is intended, and hence shall also be liable for the suitability of the product or service for such use.

Any clause requiring complete compliance with the use of the equipment or service intended by the Customer shall be deemed to be not written, without any requirement to explicitly denounce said clause.

Any consultancy, engineering and test services shall be performed under an obligation of due care, in accordance with state-of-the-art rules and with a technical approach as agreed upon with the Customer, and within the limits of sciences and techniques. The Customer shall be solely liable for its use of the results supplied by NUCLETUDES.

Estimates are drawn up based on updated hourly rates and coefficients.

The prices quoted in the estimates are drawn up without including any impact of penalties for late delivery/performance. NUCLETUDES undertakes to use its best endeavours to honour the delivery periods specified on the acknowledgements of receipt. No penalty clause for late delivery/performance shall be accepted, unless it was mentioned in the preliminary pricing instructions and was known to NUCLETUDES before the price was finalised. Any penalty clause that was not known to NUCLETUDES before the price was formed shall be deemed to be null and void and not written, without any requirement to explicitly denounce said clause.

## 3 - ORDERS

All special clauses or conditions of purchase set forth on the Customer's order form, which contradict these Terms and Conditions of Sale, shall be deemed to be null and not written. No addition, omission or amendment to any of the provisions of these Terms and Conditions of Sale shall be binding on NUCLETUDES.

Any change notified on the acknowledgement of receipt of the order shall be deemed to be accepted by the Customer unless the Customer notifies its objection to the change a maximum period of eight days, starting from the acknowledgement of receipt. In this case, the order shall be suspended.

Any order shall only be binding on NUCLETUDES after written confirmation by our company (acknowledgement of receipt of the order). As soon as orders have been accepted by NUCLETUDES, they may not be rescinded or cancelled by the Customer, unless otherwise expressly specified in the agreement or contract.

The order shall be considered as formed upon execution of the order form, agreement or contract by the Customer and issuance of the acknowledgement of receipt by NUCLETUDES.

Any failure to sign any additional documents, such as the acknowledgments of receipt in the Customer's format, or to remotely act on computer sites for the purpose of accepting the order shall not prevent the order from being formed. These documents may not be set off against, or add any requirements to NUCLETUDES' acknowledgement of receipt.

**Any provision to the contrary shall be deemed to be not written without any requirement to explicitly denounce said provision.**

## 4 - PRICES

Unless otherwise provided in the order, the prices are stated in euros before tax. The VAT is invoiced at the legal rate in force on the invoice date. The currency for payment is the Euro.

In the event of use of another currency on an exceptional basis, a price adjustment shall be carried out to maintain the price in euros effectively received by NUCLETUDES.

## 5 - DELIVERY PERIODS

NUCLETUDES shall be released *ipso jure* from any undertaking relating to delivery periods and expressly reserves the right to suspend deliveries in the following cases:

- non-payment or failure to comply with the payment terms and conditions by the Customer;
- late provision of any items to be provided by the Customer;
- refusal to give authorisation to export or withdrawal of an authorisation already granted by a government;
- in the event of *force majeure* or events such as industrial disputes, epidemic, war, requisition, fire, flood, accidents using tools, large-scale refusal of the components in the process of being manufactured, interruption or lateness in carriage or any cause leading to total or partial unemployment at NUCLETUDES' or its suppliers'.

## 6 - CARRIAGE AND DELIVERIES

All deliveries shall take place at the location mentioned in the order form.

All deliverables shall be sent to the customer according to the "Delivered At Place" (DAP) conditions (see Incoterm 2010) at the Customer's premises, at the location mentioned in the order form.

No plea shall then be filed against NUCLETUDES for losses, missing items or damages sustained by the goods if a report having irrefutable evidential value has not been sent to the carrier or the forwarding agent within a maximum time frame of two days and notified formally to NUCLETUDES within the same time frame.

## 7 - PACKAGING

The deliveries shall be carried out in disposable packaging.

## 8 - PAYMENT TERMS AND CONDITIONS

The payment plan of the orders may include advances, down payments and outstanding payments.

If an advance (initial payment) is required, this shall be paid immediately, and the lead-times shall start running upon reception of such initial advance.

The other down payments and outstanding payments shall be paid within a net period of 30 days, starting from the date of the invoice, except if specific conditions have been negotiated and included in the acknowledgement of receipt.

This time period shall run until the effective date of collection of the funds on the designated accounts. The Customer shall be liable for proper management of such period, and in particular shall take into account the time required for transmission by post or e-mail and for the bank transactions.

In the event of late payment, penalties shall become payable *ipso jure*. These penalties shall be calculated based on Central European bank last rate with 10 points added, unless such rate appears to be lower than 3 times the legal interest rate in force in France, in which case the penalties shall be calculated on the basis of three times the legal interest rate in force in France.

According to articles 441.6 and D441.5 of the French Commercial Code, any delay in payments shall lead, apart from the penalties fees for a late payment, to an obligation for the debtor to pay a fixed 40.00 euros compensation for recovery costs.

## 9 - WARRANTY

Unless otherwise provided, the warranty applies for two years for parts and labours as from the delivery date, date of departure from the factory, and only applies to the delivered equipment. The warranty period shall start running upon in-factory acceptance of the equipment or upon delivery, as set out in the contract.

Repairs performed outside the scope of the warranty shall be guaranteed for a period of 6 months, for the equipment aged less than 10 years.

Repairs performed under the warranty shall extend the warranty period by the total duration of the period for which the equipment concerned has remained unavailable.

Repairs shall be carried out on NUCLETUDES' premises. NUCLETUDES shall be solely responsible for choosing the repair method.

The warranty does not cover the costs of removing and reinstalling the equipment on the Customer's installations, for which the Customer shall bear all costs and liability.

The equipment returned to NUCLETUDES shall be carried outward and inward at the Customer's expense and under the Customer's liability.

The warranty does not apply to any defect coming from materials supplied by the purchaser, or from a design imposed by the purchaser, and shall not cover the consequences of normal wear and tear of the appliances, or damage or accidents resulting from negligence, or improper monitoring, maintenance or storage, use or handling not compliant with NUCLETUDES' specifications or usual precautions for handling and implementation.

The warranty shall not cover the components or parts of equipment supplied by the Customer.

The warranty shall not apply when any repair or service by a person not belonging to NUCLETUDES' after-sales service has been reported.

Under no circumstances may NUCLETUDES be held liable for the direct or indirect consequences of a defect in equipment sold by NUCLETUDES. No compensation may be claimed on this basis in any respect whatsoever, including for loss of enjoyment of property.

## 10 - LIABILITY

Sales are subject to exclusion of NUCLETUDES' liability with regard to any consecutive damage, including without limitation any loss of business, loss of profits, delays, penalties, loss of enjoyment of property, etc., irrespective of whether such damage is consequential to property damage or otherwise.

## 11 – TRANSFER AND RESERVATION OF TITLE

The transfer of title to the goods shall be suspended up until full payment of the selling price and any related costs.

In the absence of payment, in full or in part, the seller shall be entitled to take back the equipment, without any prior formality being required and regardless of any legal proceedings. The above provisions shall not prevent, with effect from the delivery, the transfer of the risks of loss or deterioration of the products and damage which such products may incur while in the custody of the receiver.

The Customer is expressly prohibited from giving the products as a warranty or disposing of them, in particular to resell them or incorporate them irreversibly into any next higher assemblies, or transform them before full payment of the price. In the event of an attachment of the products by a third party, the Customer shall notify the seller immediately.

The resellers shall remain liable irrespective of any difficulties they may encounter in collecting their debt.

In the event where the Customer goes into court-ordered recovery proceedings or court-ordered liquidation or any other bankruptcy or insolvency proceedings whatsoever, action may be brought to establish ownership of the products in accordance with the provisions of the French act of 25 January 1985, within three months following the notification of the judgement.

In the event where an item is taken back pursuant to the reservation of title clause, the seller shall keep the downpayments as damages, as compensation for the loss caused due to the rescission of the sale and wear and tear of the products used by the Customer.

## 12 - INDUSTRIAL PROPERTY

When the Customer has fully funded an engineering or test activity, he acquires the full property of all the outputs strictly produced through this activity.

Unless otherwise agreed upon, the customer shall not acquire any property right on elements that would come from the own know-how of NUCLETUDES as, for instance the design of internally developed hardware or the methods used to perform the activity and to produce the deliverables.

The studies, plans and documents provided to the buyer shall remain the property of NUCLETUDES and are confidential. The buyer may not use them outside of the scope of the contract or disclose them, whether knowingly or otherwise, to third parties and undertakes to take all necessary measures in this respect.

In the event where the sale is not made, the studies and documents provided to support the offer must be returned to NUCLETUDES, at its request, within a maximum of 15 days following the expiry date of the offer.

## 13 - TECHNICAL ACCEPTANCE

The technical clauses lay down the terms and conditions for acceptance of the services and equipment. Such acceptance shall be carried out only based on the requirements expressly specified in the orders. The preliminary acceptance operations shall be performed by NUCLETUDES and possibly with the Customer's participation. In this case, the Customer shall bear the expenses of its participation.

## 14 - PERSONAL DATA PROTECTION

NUCLETUDES has to collect, process and use the personal data of its collaborators and partners to carry out its operational activities. Within this framework, we are required by law to comply with all our obligations regarding the collection, processing and use of personal data. We respect and protect the privacy of our collaborators, customers, suppliers and partners. Such personal data will be stored for the duration of the contract and archived according to the regulatory period.

By accepting these general terms and conditions of sale, you consent to our collecting and using this personal data for the execution of this contract. In accordance with the French law on the protection of personal data and the Regulation (EU) 2016/679 of the European Parliament and the Council, dated 27 April 2016 pertaining to the protection of physical persons in view of the processing of personal data and the free movement of such data, you have the right to access and rectify any data about you. You may exercise this right by writing to [data-protection@nucleudes.com](mailto:data-protection@nucleudes.com). You may also object to the processing of your personal data for legitimate reasons. [The right of objection does not apply if the processing results from a legal or regulatory obligation].

## 15 - GOVERNING LAW – CHOICE OF JURISDICTION

French law governs all orders or contracts.

In the absence of an out-of-court settlement, the settlement of the dispute shall be referred to the Evry Court, France, even in the event of a claim by more than one defendant or a claim for contribution from a third party. The commercial papers shall not waive or novate this choice of jurisdiction clause.