

## 1 - PRICE

The prices stipulated in an offer or the acceptance of an offer always includes, except by special agreement, departure from Nordhouse, packaging, dispatch, assembly and installation not included. They correspond to current economic conditions (prices of raw materials, salary rates, transport tariffs, social security contributions, customs duties and costs, and fluctuations in exchange rates).

## 2 - ORDERS

No order shall be deemed to be accepted by the Seller unless and until confirmed in writing. Only the conditions of this confirmation will have validity over the order agreement. Any order modification must be confirmed by the Buyer with amendment and with a new acknowledgement receipt from the Seller. Any cancellation can only be applied with VEGA acceptance and will be invoiced with 50 to 80% of the total amount.

## CONTRADICTORY CONDITIONS

We are bound by the specific conditions stated in a purchaser's order, whatever the arrangement, provided that we have expressly and unequivocally accepted them, at the time of confirmation.

## 3 - DOCUMENTATION

The technical plans and features contained within our documentation, or that of our factory, are given for information purposes only, and do not constitute an obligation on our part.

Our factories reserve the right to change a design without notice.

## 4 - DELIVERY

Delivery schedules take effect when we have acknowledged receipt of the order. These schedules, specified in good faith, are simply given for information only and do not entail an obligation, guarantee or responsibility on our part.

Cases of 'acts of God', of whatever nature, are reserved to our benefit, both in the case of non-execution and delay. They give us the right to postpone due date and delivery schedules or to cancel in full or part, any agreements in progress.

By express agreement, we consider the following to be cases of 'acts of God': full or partial strikes, machine breakdown, labour shortages, non-execution of the obligations of our providers and generally, any reason which could disrupt the normal operation of our dispatches.

## 5 - DISPATCH

Irrespective of the conditions that have been laid down or accepted for transport, goods travel at the risk of the consignee. The purchaser must check the state and weight of the package, before taking delivery of it. In the event of damage, they should immediately inform us and will not be able to dispose of the goods until we have given our express agreement.

Whichever form of transport is used, they should immediately make detailed reservations and request the consignment from the carrier with a written report.

All returns authorised by us should be delivered carriage free to our shops at the dispatcher's risk. All our goods are delivered in non-returnable packaging.

## 6 - GUARANTEE

All goods are guaranteed against defects in workmanship and materials for three years from date of delivery. It covers the manufacturing faults duly confirmed.

The parts and equipment which are acknowledged as defective, should be returned carriage paid and securely packed to our premises. In the event of a valid claim, we will, at our option, repair or replace the relevant goods. This warranty does not include in any case, costs and compensation for the travel of our technicians called out by the customer to carry out this repair on site.

We have absolutely no responsibility, in cases where repairs to products claimed to be defective, have been carried out by third party outside of our control.

As expressly agreed, we decline any other responsibility for damages. We shall in no event be liable to the buyer for any indirect, consequential or special loss or damage including, without limitation, any loss of profits, business, business opportunity or goodwill. A faulty part in the delivery cannot justify total rejection.

## 7 - PAYMENT

Except in the case of express special agreement, payment terms are as follows:

- payment within 30 days from the end of the month of delivery;
- all deliveries should be paid by cheque or transfer

When payment deadlines have been specially agreed, the method of payment will be by domiciled bill via the bank.

In cases of discount for cash payments, this will be deducted from our taxable turnover; the amount of VAT specified in the invoice must therefore be proportionally deducted by you. The circulation of bills or other exchanges does not depart from this rule. These bills and exchanges do not constitute a contract.

As expressly agreed, and unless an extension is requested within the timescale which we agree to, default in payment of our suppliers on the due date will lead to:

- an immediate demand for amounts remaining due, whatever the mode of payment expected (by accepted bill or not);
- a litigation case;
- a demand for damages and interests for compensation equal to 15% of the requested amount, including any legal interests and court costs.

## 8 - RESERVATION OF PROPERTY

It is clearly stipulated, on the basic condition of the current sale, without which it would not have been concluded, that the transfer of property of the delivered goods is suspended until the Purchaser has paid the full price.

Without prejudice to any damages and interests, in the event of the total or partial non-execution of the obligation to pay the price, as soon as the Seller, in default of the physical taking back of the parts, indicates by a formal and unequivocal act, his irrevocable wish to take advantage of the current clause, the Purchaser is obliged, at his own costs, to immediately return to the Seller the parts received,

In default of the immediate execution by the Purchaser of this obligation of return, he may be forced to do this by simple interim order authorizing, in application of the current reservation of property clause, the Seller to take back the goods to the premises of the Buyer or any other place, at the sole costs of the Buyer.

## 9 - MINIMUM INVOICE AMOUNT

In order to cover the fixed invoicing costs, any order for less than €130.00 excluding tax, for goods or services, will be invoiced for this minimum amount.

## 10 - VARIATIONS

In the event of any dispensation from one or more of the aforementioned conditions, the remaining ones will nonetheless remain applicable. Any modification to a sale is only valid if we have given our express agreement in writing.

## 11 - RETURN OF MATERIAL

The Vega cleaning/decontamination chart and an authorisation number must be joined to any return of material.

## 12 - JURISDICTION

The definition of the place of jurisdiction is the sole and exclusive right and decision of VEGA. Either the Commercial Courts of Strasbourg or the capital of the country from which the order is placed or where the purchaser's headquarters are located have exclusive jurisdiction over any disputes relating to the interpretation or execution of the current contract, even in cases of third-party appeals or multiple respondents. Complaints relating to apparent faults can only be received within 8 days of delivery.

## 13 - IDENTIFIANT UNIQUE (IDU)

The unique identifier FR021675\_05YLCN attesting to the registration in the register of producers of the EEE sector, in application of article L.541-10-13 of the Environmental Code has been attributed by ADEME to VEGA (Siret : 947150090 00068). This identifier attests to its compliance with its obligation to register with the register of producers of Electrical and Electronic Equipment and to the completion of its declarations of placing on the market with **ecosystem**.

## 14 - EXPORT CONTROLS, NO RE-EXPORT TO RUSSIA ("No-Russia" clause)

1. The shipment/export of goods (products, software, technology) for the fulfilment of the contract is subject to European and French law governing foreign trade and the delivery may be subject to export control restrictions and prohibitions. The relevant legal provisions are, in particular, Regulation (EU) No. 2021/821 (Dual Use Regulation) and Regulation (EU) No. 833/2014 and its respective annexes. Furthermore, there are European and national embargo regulations against certain countries and persons which may prohibit delivery or make delivery subject to approval.

2. By placing an order, the customer undertakes to recognise and comply with European and French export control regulations. Furthermore, the customer shall not provide the goods, either directly or indirectly for civil nuclear use unless it has the necessary authorisations.

3. In order to comply with Article 12g of Council Regulation (EU) No 833/2014, VEGA and the customer agree to the following "No-Russia" clause:

3.1 This clause only applies if the customer is located in a third country in the meaning of Regulation No 833/2014, with the exception of partner countries listed in Annex VIII to Regulation No 833/2014.

3.2 The customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with a contract between VEGA and the customer based on the offer that fall under the scope of Article 12g of Regulation No 833/2014.

3.3 The customer shall undertake its best efforts to ensure that the purpose of paragraph 2 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

3.4 The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 3.2.

3.5 Any violation of paragraphs 3.2, 3.3 or 3.4 shall constitute a material breach of an essential obligation of the contract between VEGA and the customer. In the event of such violation, VEGA shall be entitled to

- (i) terminate or, if applicable, rescind the contract,
- (ii) demand payment of a contractual penalty, the amount of which VEGA may determine at its reasonable discretion and which may be reviewed by the competent court in the event of a dispute, and
- (iii) invoke any other remedy that the applicable law provides for a material breach of a contract by the customer.

3.6 The customer shall immediately inform VEGA about any problems in applying paragraphs 3.2, 3.3 and 3.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 3.2. The customer shall make available to VEGA information concerning compliance with the obligations under paragraphs 3.2, 3.3 and 3.4 within two weeks of the simple request of such information.