

# GENERAL TERMS AND CONDITIONS OF SALE OF NICOMATIC S.A.

## ARTICLE 1 – General Provisions

These General Terms and Conditions of Sale (hereinafter the “GTC” or the “Terms”) constitute, in accordance with the provisions of Article L 441-1 of the French Commercial Code, the sole foundation of the commercial relationship between the parties.

They shall enter into force on 1 September 2025 and shall remain applicable until updated or replaced.

The purpose of these GTC is to set out the terms and conditions under which NICOMATIC (hereinafter, the “Supplier”) supplies to its professional clients (hereinafter, the “Purchaser” or the “Purchasers”), upon request, any interconnect products and solutions (hereinafter, the “Product” or the “Products”).

In accordance with the applicable regulations, these GTC are systematically communicated or made available to any Purchaser, whether potential and/or existing, in order to allow such Purchaser to review them prior to placing any order. They apply to all sales carried out by the Supplier relating to the Products.

They shall also be communicated, where applicable, to any Purchaser acting as a distributor, prior to the conclusion of a single commercial agreement, in compliance with the applicable regulations.

Any order for Products shall constitute full and unconditional acceptance by the Purchaser of these GTC.

Unless otherwise agreed between the parties in this respect, all provisions of these GTC shall prevail over the Purchaser's purchasing terms. Accordingly, any conflicting terms submitted by the Purchaser shall be unenforceable against the Supplier unless expressly accepted, irrespective of the time at which they may have been communicated.

The Supplier reserves the right to depart from certain provisions of these GTC, depending on the negotiations conducted with the Purchaser, by establishing specific terms of sale.

The Supplier may also establish, on the basis of objective criteria, category-specific GTC derogating from these GTC, applicable to certain types of Purchasers. In such case, the category-specific GTC shall apply to all Purchasers meeting such criteria.

The fact that the Supplier does not invoke, at any given time, any provision shall not be construed as a waiver of its right to invoke such provision at a later date.

Should any provision of these GTC be declared null or unenforceable, this shall not affect the validity of the remaining provisions. In such case, the parties undertake to confer in order to agree on an equivalent clause consistent with the original intent.

## ARTICLE 2 – Orders

Sales shall be deemed binding only upon the Supplier's express and written acceptance of the Purchaser's order. Such acceptance may be given by any means at the Supplier's discretion, including by simple exchange of emails.

In addition, all orders must be confirmed in writing by means of a purchase order duly signed by the Purchaser.

For orders of particularly significant quantity or with a value exceeding EUR 25,000 (excluding VAT), as well as for orders requiring a relatively long manufacturing lead time, the Supplier shall require the payment of an advance payment equal to twenty percent (20%) of the total purchase amount including VAT. For orders requiring a longer manufacturing lead time, several advance payments may be required and spread over the manufacturing period. Where applicable, details of such advance payment(s) shall be communicated by the

Supplier to the Purchaser at the time the order is placed. In such case, the order shall only be deemed definitively accepted once the first advance payment has been made and fully cleared.

Any such advance payment shall not, under any circumstances, be deemed a deposit (*arrhes*). Accordingly, in the event of cancellation of the order by the Purchaser after its acceptance by the Supplier, any advance payment made at the time of the order shall be irrevocably retained by the Supplier and shall not be refundable under any circumstances.

For each order, the Purchaser shall, where applicable, specify the Product references and the quantity of Products ordered.

Special orders, due in particular to the nature of the Product, the terms, the place, or the delivery time, shall only be deemed concluded upon the Supplier issuing a descriptive offer of the order placed and its express acceptance by the Purchaser.

Unless otherwise stated, quotations are valid for one month. Beyond this period, the Supplier reserves the right to either maintain its offer, propose an update, or reformulate its offer.

Confirmation of the order by the Purchaser shall constitute acceptance of the Supplier's Terms of sale, acknowledgment that the Purchaser is fully aware of them, and, where applicable, a waiver of the right to rely on its own purchasing terms.

Unless otherwise agreed by the Supplier in this respect, each order must correspond to a minimum purchase volume of fifty euros (EUR 50.00) excluding VAT per order line and one hundred fifty euros (EUR 150.00) excluding VAT per order.

An order line shall be understood as one single Product reference to be supplied within the same delivery period. Where, for the same Product reference, the Purchaser requires multiple packaging formats or multiple delivery periods, each such packaging format and delivery period shall constitute a separate order line.

As orders are final and irrevocable, any request for modification by the Purchaser shall be subject to the Supplier's acceptance, which shall remain at the Supplier's sole discretion. Modifications shall only replace the initial order after the Purchaser's express acceptance, where applicable, of a specific offer and any resulting price adjustment.

It is further specified that each contract concluded with the Purchaser is concluded *intuitu personae* (i.e. in consideration of the Purchaser's identity) and that the Supplier's acceptance of the order is linked to the identity of the Purchaser. Consequently, the Purchaser shall be prohibited from assigning or transferring, in any manner whatsoever – including by way of transfer or lease of its business, contribution to a company, or, where applicable, transfer of shares or change of control of the Purchaser – the rights and obligations arising therefrom, without the Supplier's prior express written consent, which may be withheld at the Supplier's sole discretion.

### **ARTICLE 3 – Prices**

Products shall be sold at the prices in force on the date the order is placed, as set out in the Supplier's price list previously communicated to the Purchaser or, where applicable, in the offer previously issued by the Supplier and accepted by the Purchaser, as referred to in Article 2 above.

Unless otherwise agreed between the parties in this respect, the prices communicated shall be fixed and non-revisable.

Unless otherwise agreed, all prices are expressed in euros, exclusive of taxes, VAT shall be charged in addition. Prices include the cost of standard packaging of the Products, with the exception of special packaging. Prices do not include transportation costs or any applicable customs duties.

In the event of non-compliance with the above-mentioned minimum order requirements (Article 2), the Purchaser shall be liable to the Supplier for administrative and technical handling charges in the amount of twenty-five euros (EUR 25.00) excluding VAT per order line. If, after application of such charges, the minimum threshold of one hundred fifty euros (EUR 150.00) excluding VAT per order is still not reached, an additional charge of twenty-five euros (EUR 25.00) per order shall apply.

By way of exception to the foregoing, the above minimum order requirements shall not apply to the following specific Products: standard connectors (AMM, CMM, DMM, EMM), to the exclusion of all others.

The Supplier reserves the right to adjust its prices at any time and without prior notice, by simple written notification to the Purchaser, in order to reflect, in particular, fluctuations in the price of raw materials or increases in fixed costs. In any event, any price modification under such circumstances shall only be justified by additional costs beyond the Supplier's control.

Any other price modification initiated by the Supplier shall be subject to the observance of a reasonable prior notice period.

The Purchaser shall be deemed to have tacitly accepted the new prices if it places orders after the notification of such new prices has been made to it.

Any event beyond the control of the parties which results in an increase in the total price including VAT of the order between the date of conclusion and the date of payment (in particular changes in tax and parafiscal charges) shall automatically be binding on the Purchaser and shall be reflected in the final invoice, without being considered a unilateral modification of the contract. In no event shall a price adjustment on such grounds entitle the Purchaser to cancel the order placed.

The Purchaser may benefit from discounts and/or rebates on the Supplier's prices, depending on the quantities ordered in a single order for delivery to one location, or on the regularity of its orders.

## **ARTICLE 4 – Payment**

### **4.1. Payment Terms**

In the absence of a different agreement between the parties and subject to any advance payments that may have been previously made as indicated above (Article 2), as well as to the express exceptions set out below, the price shall be payable in full and immediately on the day of delivery of the Products to the Purchaser, upon presentation of the corresponding invoice issued by the Supplier.

Any Purchaser to whom no payment term has been granted shall be required to pay the total amount of its order in advance. This obligation shall also apply to any first order placed by a new Purchaser. From the second order onwards, the Purchaser may request the granting of a payment term, which the Supplier reserves the right to grant or refuse at its sole discretion.

Payment made by the Purchaser shall only be deemed final once the amounts due have been effectively collected.

Where applicable, if the Purchaser makes payment for the Products ordered prior to the payment due date indicated on the invoice, or within a shorter period than that specified on such document, an early payment discount of 0.5% (excluding VAT) per month, calculated on the net amount of the invoice, shall be granted to the Purchaser by the Supplier.

### **4.2. Payment Methods**

The price may be paid by credit card, via PayPal/Paybox, bank cheque, cash (within statutory limits), bank transfer (SWIFT or SEPA), or cryptocurrency EURCV, to the exclusion of any other means of payment.

Proof of identity may be required where applicable.

In the case of payment by bank cheque, such cheque must be issued by a bank domiciled in mainland France or Monaco. The cheque shall be presented for collection immediately.

### **4.3. Late Payment**

Any amount not paid when due shall automatically and without prior formal notice, as from the day following the payment date stated on the invoice, give rise to the Purchaser's obligation to pay late payment penalties at a rate equal to the statutory interest rate increased by ten (10) percentage points, calculated on the total invoice amount including VAT.

Pursuant to Articles L 441-10 and D 441-5 of the French Commercial Code, any late payment shall also give rise to the Purchaser's obligation to pay a fixed indemnity of forty euros (EUR 40) for collection costs. An additional indemnity may be claimed, upon evidence, where the collection costs incurred exceed the amount of this fixed indemnity. In particular, the Purchaser shall reimburse all costs incurred through judicial collection of amounts due, including the fees of ministerial officers. This shall be without prejudice to any other indemnity that may be claimed.

In such case, the Supplier further reserves the right to suspend, or even cancel, the supply of Products ordered by the Purchaser, and more generally to suspend the performance of its obligations towards the Purchaser and to cancel any discounts previously granted to the latter, without prejudice to any other course of action, in particular pursuant to Article 1219 of the French Civil Code. This shall apply not only to the order in dispute but also to any other order in progress with the defaulting Purchaser. The suspension of performance shall take effect immediately upon receipt by the Purchaser of the notice of default sent to it by the Supplier for this purpose, indicating the Supplier's intention to invoke the exception of non-performance as long as the Purchaser has not remedied the breach identified. Such notice shall be given by registered letter with acknowledgment of receipt, or by any other durable written medium providing proof of dispatch.

This exception of non-performance may also be invoked on a preventive basis, in accordance with Article 1220 of the French Civil Code, where it is evident that the Purchaser will not perform its obligations when due and where the consequences of such non-performance would be sufficiently serious for the Supplier. The suspension of performance shall take effect immediately upon receipt by the Purchaser, presumed to be in default, of the notice indicating the Supplier's intention to rely on the preventive exception of non-performance until such time as the Purchaser performs the obligation in respect of which the impending breach is manifest. Such notice shall be given by registered letter with acknowledgment of receipt, or by any other durable written medium providing proof of dispatch.

In the event of non-payment, forty-eight (48) hours after a formal notice has remained without effect, the sale shall be automatically terminated at the Supplier's discretion, which may, where applicable, request the return of the Products. Such Products shall be returned in perfect resale condition, without prejudice to any other damages. The termination shall affect not only the order concerned but also all previous unpaid orders, whether already delivered or in the course of delivery and whether or not their payment is yet due. In such case, and in addition to the foregoing, any sums previously paid to the Supplier by way of advance payment shall be definitively retained by the Supplier, and no reimbursement shall be owed in this respect.

In all of the foregoing cases, any amounts that may be due for other deliveries or for any other reason shall become immediately payable, unless the Supplier opts not to terminate the corresponding orders.

#### **4.4. Retention of Title**

Where payment has not been made in advance, the transfer of ownership of the Products, notwithstanding their delivery under the conditions set out below (Article 5), shall be subject to full payment by the Purchaser to the Supplier of the total order price, including principal and ancillary charges, in accordance with Article 2367 of the French Civil Code.

In the meantime, in the event of seizure or any other intervention by a third party in respect of the Products subject to retention of title, the Purchaser undertakes to inform the Supplier immediately in order to enable it to oppose such action and safeguard its rights. In any event, the Purchaser is prohibited from pledging or assigning by way of security the ownership of the Products covered by this retention of title clause.

Any payment terms that may be granted to the Purchaser shall necessarily be subject to the same retention of title, which the Purchaser hereby accepts in advance.

The Purchaser shall hold the Products subject to retention of title on a purely gratuitous basis, with ownership thereof remaining vested in the Supplier until full payment of the price has been made.

In the event of non-payment of the price after a formal notice has remained without effect for eight (8) days, the Supplier may immediately require the return of the Products, by registered letter with acknowledgment of receipt or by any other durable medium capable of proving receipt, sent to the Purchaser.

This retention of title clause shall not prevent the transfer of the risks of loss and deterioration as from the date of delivery of the Products ordered.

Unless otherwise stipulated, the Purchaser shall in no event be entitled to sell to third parties the Products delivered under retention of title. Should the Purchaser be authorized to sell such Products, the Purchaser's debt shall thereupon become immediately and fully payable upon the sale of said Products.

Where applicable, the Purchaser shall at all times be required to inform third parties of the Supplier's retention of title. At the Supplier's request, the Purchaser shall be obliged to provide information as to the whereabouts of the Products delivered under retention of title and, where applicable, the identity of the person to whom the said Products were delivered.

## **ARTICLE 5 – Delivery Times and Conditions**

For the purposes of this Article, delivery shall mean the handover of the Product to the Purchaser or to its representative, regardless of the manner in which it is effected.

With reference to the provisions of Article 3 above, delivery shall always be carried out at the Purchaser's expense. However, the parties shall agree on whether the Purchaser will arrange the transport of the Products itself, or whether it wishes the transport to be arranged directly by the Supplier.

In the event that the Supplier arranges the transport itself, such transport shall in all cases be carried out by a third-party carrier. In this case, delivery shall be deemed to take place at the Purchaser's premises or at any other location indicated by the Purchaser at the time of the order, failing which such indication shall not be enforceable against the Supplier.

Delivery shall take place within the time limits and under the conditions specified in the order or, as the case may be, in the duly accepted offer.

At the Supplier's first request, the Purchaser shall provide all documents and/or information necessary for the transport of the Products to their destination, including in particular any useful information relating to specific regulations applicable in the country of delivery, as well as any administrative or customs requirements. Unless otherwise agreed between the Parties, the Supplier shall be discharged of any obligation in this respect.

Where delivery is made directly from the Supplier's warehouses, either to the Purchaser or to a carrier chosen by the Purchaser (in which case the Purchaser arranges the transport itself), delivery shall be deemed effected upon the Products being handed over to the carrier.

Delivery times are indicated as accurately as possible but, unless otherwise expressly agreed by the Parties, shall not constitute time of the essence and, subject to the provisions below, shall not give rise to any liability on the part of the Supplier. They depend on the availability of the Products and, where applicable, of carriers, as well as on the sequence in which orders are received.

Delays in delivery of less than ten (10) working days shall not give rise to damages or to the cancellation of current orders. The Purchaser shall in no event be entitled to reduce payment on account of late delivery or of non-conforming or partial delivery, regardless of the causes, the extent of the delay or defect, or the consequences thereof.

With respect to the so-called specific orders, relating to Products designed in accordance with a particular request of the Purchaser and which do not fall within the ranges of Products usually offered by the Supplier, specific delivery times shall be determined by the Supplier. The indication of such delivery times by the Supplier shall be made on a case-by-case basis, depending in particular on the specific nature of the order.

In any event, delivery within the agreed time limits can only take place if the Purchaser is up to date with its obligations towards the Supplier, regardless of the cause. Accordingly, the Supplier's liability shall in no event be incurred in the event of delay or suspension of delivery of the Products attributable to the Purchaser.

Finally, no delay in delivery shall be attributable to the Supplier in the event of force majeure within the meaning of Article 1218 of the French Civil Code, that is to say, any event reasonably beyond the Supplier's control, which could not reasonably have been foreseen at the time the order was concluded and the effects of which cannot be avoided by appropriate measures.

Events considered as constituting force majeure shall include, without limitation: natural disasters, fires, floods, storms, pandemics, epidemics and/or health crises of the Covid-19 type resulting in mandatory administrative measures, acts of war or terrorism, labor disputes (including internal or external strikes), blockages of means of transport or supply, acts or orders of public authorities (including import bans or embargoes), service interruptions (water, electricity, telecommunications), operating accidents, machinery breakdowns, explosions, or any other event making it impossible for the Supplier to perform its obligations.

In such circumstances, the Supplier shall keep the Purchaser informed of the situation and of its consequences as soon as reasonably possible.

The Supplier's obligation shall be suspended for the entire duration of the force majeure event, provided it is temporary and does not exceed thirty (30) days. Accordingly, upon the cessation of the force majeure event, the Parties shall make every effort to resume the performance of their contractual obligations as soon as possible. To this end, the Supplier shall notify the Purchaser of the resumption of its obligation by any means of its choosing that provides evidence of such notification.

If the impediment is permanent or exceeds a period of thirty (30) days, the present Terms shall be automatically terminated, without prior notice or any particular formality, save for the Supplier simply informing the Purchaser of the situation. In such case, the Supplier undertakes to reimburse without delay any sums that may have been paid by the Purchaser in respect of the unfulfilled order.

Unless expressly agreed otherwise, in the event of an order comprising multiple Products, the Supplier shall be entitled, at any time and where the availability of the Products so requires, to make partial deliveries.

## **ARTICLE 6 – Transport**

Where it has been agreed that the Supplier shall arrange carriage of the Products, the goods shall be carried, excluding unloading, at the Purchaser's expense but at its own risk. The unloading of the Products shall in all cases be performed at the Purchaser's expense and risk. In such case, a flat-rate transport fee shall be invoiced to the Purchaser in a minimum amount of twenty-two euros (EUR 22.00) excluding VAT (for deliveries within mainland France only). It is specified that any order involving the dispatch of several parcels, a parcel exceeding 30 kilograms, or any shipment outside mainland France or abroad, may give rise to additional charges reflecting the extra costs incurred.

In such case, and until the unloading of the Products, the Supplier undertakes to take out, or to ensure that the carrier takes out, appropriate insurance to cover any destruction or damage to the Products during transport, to the exclusion of any other coverage. Such insurance shall therefore be strictly limited to the coverage of all risks relating to the Products themselves.

The Purchaser acknowledges that, where the carrier selected by the Purchaser and at its expense is responsible for performing the delivery, the Supplier shall be deemed to have fulfilled its delivery obligation upon handing over the ordered Products to the said carrier, who has accepted them without reservation.

In such case, the Purchaser shall have no right of recourse or warranty claim against the Supplier in the event of non-delivery of the Products ordered after they have been handed over to the carrier, nor in respect of any damage occurring during transport.

Accordingly, where transport is arranged directly by the Purchaser, it shall be solely responsible for taking out any insurance appropriate in this context, the Supplier being fully discharged from any liability in this respect as from the moment the Products are handed over to the carrier.

## **ARTICLE 7 – Transfer of Title and Transfer of Risk**

As indicated above (Article 4.4), title to the Products shall pass to the Purchaser on the date of full payment by the latter of the total amount of the order, including principal and ancillary charges.

Risk of loss or damage to the Products shall, however, pass to the Purchaser on the date of delivery of the said Products to the Purchaser, or to any third party appointed by the Purchaser (in particular the carrier), irrespective of the date of payment of the price.



## **ARTICLE 8 – Receipt of Goods**

Each delivery shall be accompanied by a delivery note, which the Purchaser or its representative (including any carrier directly engaged by the Purchaser) shall sign upon receipt of the Products.

The Purchaser or its representative shall be required to verify the apparent condition of the Products upon delivery. In the absence of any express reservations or claims made by the Purchaser or its representative, both to the carrier (where applicable) and to the Supplier, by registered letter with acknowledgement of receipt within three (3) days following receipt of the Products, in accordance with the provisions of Article L133-3 of the French Commercial Code, the said Products shall be deemed to conform to the order in both quantity and quality, and no subsequent claim may be made in this respect. Such reservations shall, as indicated above, in all cases be notified to the Supplier under the same conditions, failing which they shall be deemed unenforceable against the Supplier.

Claims relating to apparent defects and, subject to the provisions set out below, to non-conformity of the Products submitted after this period shall be purely and simply rejected.

It shall be the Purchaser's responsibility to provide all evidence of the existence of the defects or irregularities identified. The Purchaser shall give the Supplier every opportunity to verify such defects and to remedy them. The Purchaser shall refrain from undertaking any intervention itself or from having any third party do so for that purpose.

Minor visual or aesthetic defects shall not entitle the Purchaser to return the Products except with the Supplier's prior consent and shall in no event give rise to any compensation or damages whatsoever.

In any event, the Purchaser shall not be entitled to return the Products ordered to the Supplier without the Supplier's prior written consent. The Supplier may, prior to giving such consent, arrange for an expert assessment of the Products alleged to be defective or non-compliant. In the event of a return of Products without such consent, the Products shall be held at the Purchaser's disposal and shall not be handled, processed, or otherwise dealt with by the Supplier in any way whatsoever.

No return shall be accepted if the Products are contained in packaging or wrapping other than the original.

Where a return is authorised, it shall be carried out (subject to the provisions of Article 9 below) at the Purchaser's expense and risk.

In the event of a return, a return form shall, on pain of inadmissibility, be completed by the Purchaser, stating the reason for the return, the batch number of the Products and the delivery reference number.

## **ARTICLE 9 – Supplier's Liability and Warranty**

The Products sold by the Supplier comply with the applicable regulations in force in France.

Where expressly indicated by the Supplier, the Products shall benefit from a contractual warranty of one (1) year from the date of delivery, covering non-conformity of the Products with the order and any hidden defect arising from a defect in materials, design or manufacture affecting the delivered Products and rendering them unfit for use.

Accordingly, in the absence of any such express indication, no specific contractual warranty shall apply to the Products ordered by the Purchaser.

Where applicable, the warranty shall be limited, at the Purchaser's option, to either the replacement or the reimbursement of Products that are non-compliant or affected by a defect. The Supplier shall replace, as soon as reasonably possible and at its own expense, any Products delivered whose lack of conformity has been duly proven by the Purchaser and accepted by the Supplier.

To exercise its rights under the warranty, the Purchaser must, on pain of forfeiture of any related claim, notify the Supplier in writing of the existence of the defects covered by the warranty within a maximum period of thirty (30) days from their discovery.

This warranty also covers labour costs as well as round-trip transport costs for the Products concerned.

The replacement of defective Products or parts shall not have the effect of extending the duration of the warranty as defined above.

No warranty shall be owed by the Supplier for apparent defects at the time of delivery that were not identified in accordance with the conditions set out above (Article 8). The warranty shall likewise exclude any defects or deterioration resulting from improper, unsuitable, or non-compliant use of the Product by the Purchaser or by third parties, as well as normal wear and tear, as may be specified in the Product data sheets contained in the catalogues or test reports made available to the Purchaser upon simple request.

More generally, all negligence or fault on the part of the Purchaser shall be excluded from the scope of the warranty (in particular, any modification of the Product not foreseen or specified by the Supplier, deterioration resulting from abnormal storage conditions, incorrect assembly, or failure to comply with the technical data sheets), as well as cases of force majeure, the non-exhaustive list of which has been set out above (Article 5).

In any event, the Supplier's liability may only be incurred, whatever the legal basis or nature of the action, in the event of proven fault on its part having caused personal, direct, and certain damage to the Purchaser. The Parties expressly agree that the following types of loss and/or damage shall in no event give rise to compensation, whether or not such loss or damage was reasonably foreseeable: loss of profit, loss of turnover, loss of clientele, or damage to image and/or reputation.

The Supplier's civil liability, whatever the cause, with the exception of gross negligence, shall be limited to an amount of damages which shall in no event exceed, per order incident, the amount invoiced excluding VAT by the Supplier for the order concerned.

No claim may be brought by the Purchaser against the Supplier where the total cumulative amount of damages claimed is less than five hundred (500) euros excluding VAT per incident.

The Purchaser warrants that its insurers or any third parties with whom it has contractual relations shall waive any right of recourse against the Supplier or its insurers beyond the limits and exclusions set out above.

For the avoidance of doubt, it is hereby specified that each Product supplied by the Supplier has an indicative service life, as specified in the technical documentation, test reports, or design drawings relating to the said Products. Under no circumstances shall this indicative service life be construed as a contractual warranty of any kind on the part of the Supplier.

## **ARTICLE 10 – Export Control and Compliance with International Sanctions**

The Purchaser undertakes not to re-export, transfer, or assign the Products, directly or indirectly, to any entity or individual located in a country or territory subject to sanctions or trade restrictions imposed by the country of origin of the said Products. The Purchaser further warrants that it shall comply with all applicable laws and regulations relating to export control.

## **ARTICLE 11 – Subcontracting**

Unless expressly agreed otherwise, the Supplier shall be entitled to subcontract all or part of the order and shall remain liable to the Purchaser for the supply of the subcontracted Products in terms of quantity, quality, and delivery time.

## **ARTICLE 12 – Intellectual Property**

The Supplier shall retain all industrial and intellectual property rights relating to the Products, photographs, drawings, models, prototypes, samples, tools, tooling, and technical documentation, which may not be disclosed or, more generally, used in any manner whatsoever without the Supplier's prior written authorisation.

## **ARTICLE 13 – Hardship (Unforeseeable Change of Circumstances)**

In the event of a change in circumstances that was unforeseeable at the time the contract was concluded, and in accordance with the provisions of Article 1195 of the French Civil Code, the Party that has not agreed to bear



the risk of performance becoming excessively onerous may request a renegotiation of the contract with its counterparty.

If the renegotiation is successful, the Parties shall, without delay, issue a new order formalising the outcome of such renegotiation for the sale transactions of the Products concerned.

In the event of the renegotiation failing, the Parties may, in accordance with the provisions of the aforementioned Article 1195, jointly apply to the court for termination or adaptation of the contract.

If the Parties fail to reach an agreement to submit such a joint request to the court within two (2) months following the acknowledgement of the failure of the renegotiations, the more diligent Party may apply to the court for a revision or termination of the contract.

#### **ARTICLE 14 - Confidentiality**

In connection with the performance of these Terms by the Parties, any information relating to the commercial policy, strategy, business activities, services, tools, methods, and know-how of either party, any information protected as a trade secret, and any information expressly designated as confidential, received by one party from the other, shall be kept strictly confidential.

For the purposes of these Terms, the following shall not be regarded as confidential information: (a) information that was in the public domain at the time of its disclosure, or that enters the public domain after its disclosure, provided that in the latter case such disclosure does not result from a breach of a confidentiality obligation by the receiving party; (b) information that the receiving party can demonstrate it lawfully knew in good faith and without breaching any prior confidentiality obligation before it was disclosed under these Terms; (c) information disclosed by a third party after the order was placed, which was received in good faith and without breaching any confidentiality obligation by the party to whom such information was disclosed.

The parties undertake not to use the said information or data except where necessary for the performance of an order, and not to disclose such information or data to any third party or to any person other than their employees, strictly to the extent required for the proper performance of an order, unless otherwise authorised in advance and in writing by the other party. Affiliated companies, suppliers, and subcontractors of the parties involved in the performance of the order shall not be considered third parties for the purposes of this paragraph. The parties undertake to comply with the obligations arising from this "Confidentiality" article throughout the term of their contractual relationship and for a period of three (3) years following its termination.

Upon completion of the order, for whatever reason, each party receiving confidential information shall, where applicable, return such information to the other Party and destroy all copies that may have been made thereof, except for: (a) confidential information that must be retained pursuant to applicable law, for the duration of the statutory retention period; (b) copies of data stored on archival disks or backup tapes, kept as part of routine backup operations; and (c) copies deemed necessary for the purpose of defending the rights of the receiving party in the event of a claim.

#### **ARTICLE 15 - Personal Data Protection (GDPR)**

The Supplier undertakes to process, within the framework and for the duration of these Terms, any Personal Data to which it may have access or on which it may act, in accordance with the requirements of the applicable legislation, including Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation – GDPR), and in particular Articles 28 and 30 thereof, as well as French data protection law.

The Personal Data collected are strictly necessary for the performance of the Supplier's contractual obligations, the management of orders, invoicing, delivery of Products, monitoring of the commercial relationship, and compliance with the Supplier's legal and regulatory obligations.

The Supplier undertakes to ensure a high level of data confidentiality, in particular by implementing appropriate technical and organisational security measures for the data processing carried out under these GTC, so as to guarantee a level of security appropriate to the risk. Such measures shall include means designed to ensure the confidentiality and integrity of the data and to prevent their damage, erasure, or access by unauthorised third parties.

The Purchaser has the following rights with regard to his or her personal data: the right of access, rectification, erasure, restriction of processing, objection, data portability, and the right to define instructions regarding the use of personal data after death. These rights may be exercised by sending a written request to the Supplier at the following address: [dpo@nicomatic.fr](mailto:dpo@nicomatic.fr).

## **ARTICLE 16 – Ethical Charter, Anti-Corruption and Corporate Social Responsibility**

Nicomatic has implemented an Ethical Charter ([Nicomatic Group - Ethical Charter](#)), promoting fair, honest, transparent, and responsible business practices. All transactions and contractual relationships entered into under these Terms are carried out in compliance with the values and ethical regulations in force within the Group.

Each Party undertakes to respect and uphold the fundamental rights of every human being as set out in the United Nations Universal Declaration of Human Rights, the United Nations Global Compact, the Charter of Fundamental Rights of the European Union, and the conventions concluded under the auspices of the International Labour Organization (ILO).

Each Party further undertakes to comply with all applicable national and international laws relating to the prevention of corruption and breaches of integrity (such as influence peddling, extortion, unlawful taking of interest, favouritism, or misappropriation of public funds) and certifies that it has not been subject to any conviction in this respect.

## **ARTICLE 17 – Disputes**

For any dispute between the Parties directly or indirectly related to these GTC, the Parties shall, prior to any legal proceedings, seek an amicable settlement and shall exchange all necessary information for this purpose.

If no amicable settlement is reached within a maximum period of two (2) months, the Commercial Court of Thonon-les-Bains shall have sole jurisdiction over any dispute arising out of or in connection with these GTC, including those relating to their validity, interpretation, performance, termination, or the consequences thereof.

This jurisdiction clause shall apply even in summary proceedings, in the event of incidental claims, multiple defendants, or third-party proceedings.

## **ARTICLE 18 – Applicable Law**

By express agreement between the Parties, these GTC and all purchase and sale transactions arising therefrom shall be governed by and construed in accordance with French law.

These Terms have been originally drafted in the French language. In the event that they are translated into one or more other languages, only the French text shall prevail in the event of a dispute.