

1. DEFINITIONS

"Contract" means the contract between MasterGrid and the Customer, consisting of the following documents:

- 1 - The MasterGrid Offer and its annexes
- 2 - The present General Conditions

In the event of discrepancies between the documents of the Contract, the order of priority will be in accordance with the above list.

"Contract Price" means the price that MasterGrid is entitled to receive from the Customer for the supply of the Works and which is specified in the Offer.

"Work" or "Works" means the supply and/or associated services offered by MasterGrid to the Customer in accordance with the Contract as detailed in the Offer.

"Party" or "Parties" means MasterGrid or the Customer alternatively or collectively MasterGrid and the Customer.

"Offer" means the financial and technical offer submitted in writing by MasterGrid to the Customer.

2. GENERAL

These General Conditions apply to the supply of equipment with or without installation, or the provision of services of any kind as defined in the Contract. The Customer is a professional or specialized entity that has expertise in the same field of competence as MasterGrid. The acts and defaults of the Customer's employees, agents, representatives and affiliated personnel are considered as acts and defaults of the Customer.

In the absence of a written agreement to the contrary between the Parties, the contents of this document shall prevail over any general purchase conditions. By signing the MasterGrid Offer, the Customer acknowledges acceptance of these General Conditions. Any changes to the terms of the Contract or additional requests must be agreed in writing between the two Parties. Unless otherwise stated in the Offer, the Offer will be valid for a period of THIRTY (30) days from the date of issue.

The Customer must clearly and sufficiently define the characteristics of the required Work (in particular, the expected performance and desired functionality). However, this definition will only be binding on MasterGrid to the extent that MasterGrid accepts it.

Prior to entering into a relationship with MasterGrid, the Customer must ensure that its representative has the necessary powers and capacity to contract with MasterGrid in accordance with its corporate purpose. The Customer cannot invoke the nullity of the Contract for this reason.

3. CONTRACT EXECUTION

MasterGrid reserves the right to subcontract part of the Contract. MasterGrid also reserves the right, after informing the Customer, to change certain esthetic and functional specifications of its supplies if these changes do not affect their main characteristics. In case of supply of products or services that are incorporated as part of a system, MasterGrid is not responsible for the management of the complete project in which its supplies are incorporated and acts as a mere supplier or subcontractor. In particular, MasterGrid is not responsible for the compatibility of its products with products for which it has not previously approved the compatibility in its technical documentation.

During the performance of the Contract, any change in the content of the Contract or in the deadlines must be subject to the prior written agreement of the Parties as to its description and the consequences, both financial and in terms of the performance of the Contract.

4. OBLIGATIONS OF THE PARTIES

4.1. MasterGrid shall provide the Works in accordance with the Contract and use its skill, care and diligence in accordance with the applicable "best practice".

4.2. The Customer undertakes to actively and regularly assist and cooperate in the execution of the Contract. The Customer acknowledges that the quality of the services provided by MasterGrid depends to a large extent on the quality of the Customer's performance of its obligations.

a) The Customer undertakes to make available to MasterGrid and to validate all necessary documents and information, to clearly define its needs and to provide quality, documented and complete data, free of charge and in due time.

b) The Client must provide any assistance necessary for the proper execution of the Contract (access to the site, visas, repatriation, customs operations, etc.)

c) If necessary, the Customer shall provide at its own expense and in good time the material means (offices, telephone, tools, lifting and handling means, etc.) necessary for the execution of the Contract. MasterGrid will not be held responsible for normal wear and tear and/or any damage resulting from a good professional use of these material means.

d) The Customer shall carry out the necessary de-energization, earthing and work permits to ensure the safety and health of the participants.

e) The Customer shall pay the Contract Price in accordance with the terms and conditions set out in the Contract.

f) In addition, the Customer must provide, at the time of the order, any proof of obtaining the administrative authorizations that may be reasonably necessary.

5. DELIVERY

5.1 The tests and inspections required by the Customer shall be carried out at Customer's expenses at the location indicated by MasterGrid. If the Customer is not present on the previously agreed date, the tests and inspections shall be deemed valid and contradictory.

5.2 The Delivery Date is specified in the Offer. If not specified, the start date of the execution deadlines cannot be earlier than the receipt by MasterGrid of the 1st payment of the Contract Price according to the agreed schedule. In any case, the commitments relating to deadlines are subject to the Customer fulfilling its own obligations (including the supply, validation of documents, payments and issuance of any payment securities). Any delay in the fulfillment by the Customer of any of its obligations gives MasterGrid the possibility to postpone the Delivery Date. In addition, the Customer will also have to bear any costs associated with this postponement (i.e. including, but not limited to, downtime and any storage costs up to 0.5% of the sales price of the undelivered supplies per month started). The Delivery Date will be automatically extended in the event of a delay not exclusively attributable to MasterGrid or in the event of Force Majeure. Unless otherwise stated, any delay caused by MasterGrid will not give the Customer the possibility to terminate the Contract. The Customer agrees that the Delivery Date is not decisive for its consent to the Contract.

5.3 The Customer shall have 15 days from the date of delivery to collect the supplies. Thereafter, the Customer shall be invoiced for storage costs at the rate of 0.5% of the selling price of the undelivered supplies per month started. Delivery and transfer of risk shall be by default FCA, Moirans Incoterms® CCI version 2020. It is the Customer's responsibility to check that the delivery has been made in good condition. The supply is loaded and unloaded by the Customer under its full responsibility and the loading and unloading must be carried out correctly and promptly after the arrival of the supplies. Any waiting time will be at the expense of the Customer, even if the transport is at the expense of MasterGrid. If it is impossible to unload the supply for reasons not attributable to MasterGrid, the Customer must find a temporary storage place at its own cost and risk and compensate MasterGrid for the costs incurred.

In all cases, it is the Customer's responsibility to notify the carrier and to make the necessary reservations in the event that the supplies have been damaged in transit, or elements are missing or incorrectly referenced. Any equipment that has not been the subject of reservations made via a registered letter with acknowledgement of receipt sent to the carrier within 3 days, with a copy sent to MasterGrid, will be considered as accepted by the Customer. The mention "subject to confirmation" or "subject to inspection" has no legal value and will not be considered as an official reservation to the carrier. If the Customer makes an express reservation, he must keep the supply in the best possible conditions for a potential expertise of the insurers.

The Customer may not take any action for non-conformity more than ten days after receipt of all or part of the supplies and in the event that the Customer does not detect the defect within ten days, the ten days may start from the moment when a reasonable Customer could have detected the said defect. It is expressly acknowledged that after this ten (10) day period the Customer will not be able to invoke the non-conformity, nor use this as a defense in a claim in the case of legal proceedings for the collection of outstanding payments. MasterGrid shall not be liable for defects and damage to the delivered Works due to poor storage and/or conservation conditions at the Customer's premises, in particular in case of accidents of any kind.

MasterGrid reserves the right to make partial deliveries, which will be invoiced accordingly. The Customer must read and comply with the product user manuals, installation, service and maintenance instructions and storage instructions for MasterGrid products. The Customer undertakes to seek technical assistance from MasterGrid if necessary.

6. ON-SITE PERFORMANCE

On-site services are carried out in accordance with the intervention schedule and on the following basis: eight (8) hours per day worked over a time period running from 06:00 to 21:00, five (5) days worked per week within the limits of the thresholds provided for in the Labour Code. Any deviation shall be invoiced to the Client on the basis of the hourly rate specified in the commercial offer and increased by the following rates

(i) plus twenty-five per cent (25%) for each additional hour in the basic time slot,

(ii) plus fifty per cent (50%) for each hour of overtime outside the basic hours and

(iii) plus one hundred percent (100%) per hour of overtime on Sundays and public holidays.

Travelling hours are charged on the basis of hours worked. Any delay on site for reasons not attributable to MasterGrid and exceeding one (1) hour will be invoiced to the Customer, per waiting party, at the hourly rate specified in the commercial offer. In case of suspension or prevention of on-site services for reasons not attributable to MasterGrid, MasterGrid reserves the right to (i) demobilize its employees and/or subcontractors at the Customer's expense, (ii) invoice the price of services already performed. If MasterGrid cannot finish the complete installation of the equipment within the initially agreed timeframe without exceeding the agreed timeframe, the installation time will be extended, unless the Parties agree on the allocation of additional working hours and additional remuneration.

It is the responsibility of the Customer that all necessary interfaces (constructions, machine interfaces, cables, piping, etc.) are in the conditions defined in the technical specifications and that the necessary electrical connections are operational. The cost of all modifications necessary for the execution of the installation, and notified by MasterGrid to the Customer, will be at the sole expense of the Customer. Unless there is a special arrangement between the Parties, it is also the responsibility of the Customer to provide at its own cost all necessary handling equipment, scaffolding and additional masonry or electrical work.

The Customer will have to pay MasterGrid for all necessary unforeseen accessories and additional installation costs due to special circumstances such as non-conformity with the original plans. These costs will be determined by MasterGrid in accordance with these current unit prices.

In the event that anything within the Customer's responsibility or control, such as (but not limited to) site conditions, prevents MasterGrid from performing the Contract, MasterGrid shall be entitled to suspend performance of the Contract. The cost of resuming the work will be borne by the Customer and the Customer will reimburse MasterGrid for any additional costs of site travel and any other expenses incurred as a result of such circumstances. In order to end the suspension and restart the installation, the Customer will have to prove to MasterGrid that the circumstances that gave rise to the suspension have been resolved.

The Customer is under no circumstances authorized to have a third party perform the obligations undertaken by MasterGrid towards the Customer.

7. SPECIFIC CONDITIONS FOR THE RENTAL OF TOOLS

If the Offer provides for the rental of tools, their provision is understood to be in accordance with the DAP incoterm at the Client's site (Incoterms® CCI version 2020), to the exclusion of their return to be carried out in accordance with the FCA incoterm at the Client's site (Incoterms® CCI version 2020). The rental period is understood to include transport to and from the site. Any week of waiting after the worksite and before return transport is invoiced in addition to the standard rental price as mentioned in the commercial offer. Any week started is due. In case of non-return of the equipment or damage, the equipment not returned or damaged will be invoiced by MasterGrid to the Customer at its purchase value.

8. PRICE

8.1 Prices are quoted in Euros, exclusive of taxes and other duties and charges and are for supplies made available to the carrier appointed by the Customer at the agreed place (FCA Moirans, Incoterms® CCI version 2020). All other duties, taxes or levies which are or will become applicable to the Contract shall be borne by the Customer.

8.2 The Contract Price is exclusively for the Work stated in the MasterGrid Offer. Under no circumstances may the performance of services be subject to a fixed price.

If the Offer provides for it, the service will be invoiced on a time basis:

- travel time: travel time is estimated in hours and is deducted from the place of departure of the MasterGrid employee to the place where the services are provided.

- Travel and related expenses: travel expenses are calculated from the place of departure of the MasterGrid employee to the place where the services are provided.

- Daily allowances: Daily allowances are due to cover all individual expenses of the MasterGrid employee.

The prices are based on economic conditions at the date of issue of the Offer and will be subject to adjustment for changes in commodity prices and the economic impact of societal events.

The customer is not entitled to reduce the price on his own initiative even in the event of imperfect performance

9. PAYMENT CONDITIONS

9.1 Unless otherwise agreed, payment shall be made within thirty (30) calendar days of the invoice date. Payment shall be made by bank transfer, net of any discount, on the due date stated on the invoice. Payment is to be made at the headquarters of MasterGrid.

9.2 The terms of payment shall be as set out in the Offer. Unless otherwise provided in the Offer, the Contract Price shall be payable as follows:

-30% deposit upon acceptance of the order by MasterGrid,

-70% upon delivery of the Equipment for the Supplies part or upon completion of the Works for the Services part.

9.3 If MasterGrid accepts payments in instalments, the non-payment by a Customer of a single instalment, for reasons other than Force Majeure, will entitle MasterGrid to demand immediate payment of the balance of the price of the Supply concerned and of all sums due in respect of all other Supplies, even if they are not yet due. The same shall apply in the event of sale, merger, assignment, pledge or incorporation of the Customer's business.

9.4 Any delay in payment will automatically and without prior notice result in the application of late payment interest calculated by applying to the outstanding amounts a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, as well as a fixed compensation of forty (40) euros for collection costs, without prejudice to other actions that MasterGrid may take against the Customer for such default. The Customer will then have to reimburse MasterGrid for all costs incurred in order to collect the debts, including legal and procedural costs. In the event of non-payment of any invoice by the required date, all outstanding invoices will be considered immediately due and MasterGrid may temporarily suspend the performance of the Contract until full payment of the same.

MasterGrid reserves the right to request the Customer, at any time during the execution of the Contract, to provide payment security in the form of a bank guarantee issued by a European bank with a rating acceptable to MasterGrid. In case the Customer does not provide the guarantee within 14 days after receipt of the request, MasterGrid will be entitled to suspend the execution of the Contract, without the Customer being entitled to claim any compensation.

9.5 The Customer may not, under the pretext of a claim against MasterGrid, withhold all or part of the amounts due.

9.6 The limitation period for claims against MasterGrid is one year from the due date. An invoice that has not been disputed by the Customer within thirty (30) days from the date of issue is deemed to be definitively accepted by the Customer in principle and in amount.

10. TRANSFER OF OWNERSHIP

The transfer of ownership of the products will only take place when the price has been paid in full and has been finally collected by MasterGrid. The return of unpaid serial products will be transferred to identical products still in stock, without MasterGrid having to prove the identity between the delivered and unpaid products and those still in stock at the Customer.

11. RECEPTION

The Works shall be subject to written Acceptance by the Client. Acceptance shall take place on the date and in accordance with the procedures defined by the Parties. Acceptance triggers the start of the guarantee and the Contract Price becomes payable. If the Acceptance cannot be pronounced on the contractually agreed date for a reason not attributable to MasterGrid, as well as in the event that no substantial reservation is noted contradictorily and in writing, the Acceptance will be deemed to have taken place on the contractually agreed date or, failing that, on the date of completion of the services declared by MasterGrid. In all cases, Acceptance will be deemed to have taken place on the date of the first of the following events:

- Putting into operation by the Client or its customer
- In case the execution of the project is delayed for reasons not attributable to MasterGrid, at the latest six (6) months after the date of storage or delivery.

12. GUARANTEE

The Guarantee Period is 12 months from the Acceptance, and will expire at the latest 18 months after the Delivery Date in case of delay not attributable to MasterGrid. During the Warranty Period, in case of failure, the Customer must notify MasterGrid in writing. MasterGrid will then be responsible for repairing the defective components or part within a reasonable time. To this end, MasterGrid will have the right to choose whether to repair, modify or replace it. The Warranty is strictly limited to the repair, or replacement of the defective supply, any other compensation of any kind being excluded. Any repaired failure will result in the extension of the Warranty Period of the repaired or replaced portion of the equipment for a period equal to the period during which the equipment could not be operated due to such repair or replacement, up to a maximum of 24 months after the initial ready for shipment.

The Warranty Period is limited to intellectual property rights, design, manufacturing and material defects. The Warranty expressly excludes normal wear and tear, the consequences of non-replacement of consumables and lubricants, non-compliance with operating and maintenance manuals, lightning, network faults, use outside the specifications, Force Majeure or any other event beyond the control of the Customer, as well as floods. The Guarantee is excluded if the Customer modifies, incorporates or repairs the original supply. Parts that have been replaced under the warranty become the property of MasterGrid.

The Software Product Warranty is limited to the correction of reproducible errors to allow execution of the instructions contained in the object program.

In order to remedy the manufacturing or raw material defect found, the Customer must grant MasterGrid the time and facilities required, MasterGrid being released from any liability if the Customer refuses to grant them. The Customer may only benefit from this Guarantee after having fulfilled his payment obligations.

13. DAMAGES

The right to claim damages for delay shall be deemed to be conclusive and shall be the Customer's sole and exclusive remedy for all losses arising from the delay, except for the right to terminate the Contract in the event that the losses suffered by the Customer as a result of the delay.

In case of non-compliance with the Delivery Date of the Works, which has a proven impact on the expected date of commissioning, the Customer will be entitled to claim damages from MasterGrid according to the following principles:

- 0.5% of the amount of the overdue part of the Works per full week of delay,
 - the damages ceiling amount for delay shall be limited to 5% of the Contract Price.
- In the event that several lots are supplied under the Works, the damages shall be applied to the late lot(s) only, in proportion to the Contract Price. In the event of partial termination of the Contract, the total cap of 5% shall be applied to that part of the Contract Price which has not been terminated.

14. RESPONSIBILITY

14.1. Unless otherwise agreed, MasterGrid does not enter into any obligation of result, in particular with regard to the performance or suitability of the product or service for the Customer's particular requirements.

14.2 Subject to mandatory legal provisions, MasterGrid's liability to the Customer and its assignees is limited to the lesser of (i) the Contract price and (ii) the amount of payments received, including all damages and claims. The presence of MasterGrid employees and/or subcontractors on the site where the services are performed does not release the Customer and/or its subcontractors from their obligations and liability with regard to the operations performed on site. MasterGrid's liability is expressly excluded in the event of immaterial or indirect economic and/or financial damage suffered by the Customer or a third party, resulting in particular, but not exhaustively, from loss of profit, operating loss, loss of production, loss of turnover, loss of data, deprivation of a right, interruption of a service provided by a person or a good, damage to brand image, loss of a chance, etc.

14.3 MasterGrid may rely on the limitations of warranty and liability that its Customer applies to third party sub-purchasers of the products or services provided. The Customer guarantees that its insurers or third parties in a contractual situation with the Customer will waive any claims against MasterGrid or its insurers beyond the limits and exclusions set out above.

In any case, MasterGrid cannot be held liable by the Customer if a complaint is not formally addressed to MasterGrid within TWELVE (12) months from the date of Acceptance.

The Contract and the associated liabilities are deemed to be in force on the date of signature of the Contract by the Parties, and to expire at the end of the Guarantee Period.

15. INDUSTRIAL AND INTELLECTUAL PROPERTY - STUDIES AND PROJECTS

15.1 The Contract does not transfer any industrial or intellectual property rights to the Customer, so that the Customer is obliged to return all documents and/or objects covered by these property rights on request by MasterGrid. In particular, MasterGrid remains the owner of the results of the design, study, research and development work, etc.

15.2 If MasterGrid's supply incorporates software, in whatever form, from industrial and intellectual property belonging to MasterGrid or a third party, the Customer is granted a non-exclusive license to use such software on a personal basis, without the benefit of sub-licensing and without the option of assignment.

15.3 In the event of a third party claim which is caused by Customer's transmission to MasterGrid of information, documents, know-how or Customer's modification of the products after delivery or their use in combination with products or services provided by other third parties, MasterGrid shall not be liable and Customer shall at its own cost guarantee and defend MasterGrid. Customer shall inform MasterGrid without delay of any claim that MasterGrid's products infringe industrial and intellectual property rights of a third party. Subject to this, and if MasterGrid is able to defend itself, MasterGrid will, at its option and to the exclusion of all other remedies, in the event that such infringement is proven, obtain a right to use the disputed item, modify the product to make it incontestable, or take back the product for a refund of its price.

16. CONFIDENTIALITY

Each Party shall keep confidential all information relating to the Contract, whether in written, oral, pictorial or electronic form provided by the other Parties, in the course of the performance of the Contract. Each Party shall not disclose any information in whole or in part in any form to any third party without the prior written consent of the other Party. The above obligation of confidentiality shall survive termination of the Contract for a period of THREE (3) years. Each Party undertakes not to use the information provided by the other Party for any purpose other than the performance of the Contract. The Parties agree to enforce the same obligation on their employees and subcontractors involved in the performance of the Contract.

17. PERSONAL DATA

MasterGrid collects personal data about its Customers in its customer and marketing files. The purpose of these files is to manage contracts and marketing operations carried out by MasterGrid. The Customer has the right to object, free of charge, to MasterGrid's use of his personal information for marketing purposes. When the Customer exercises his right of opposition, MasterGrid takes the necessary measures to ensure that he is no longer a recipient of marketing operations; (ii) a right of access, as well as a right of rectification in the event that this information proves to be inaccurate, incomplete and/or outdated.

18. ETHICS/COMPLIANCE

MasterGrid and the Customer formally undertake to comply with French, European and international legislation relating to business ethics and the fight against corruption.

The Customer declares that it has read the MasterGrid Code of Business Conduct published on its website <https://www.mastergrid.com/> and that it will abide by it during the entire pre-contractual phase and during its contractual relationship with MasterGrid.

In the event that MasterGrid becomes aware of facts that are in breach of national, European or international law, or contrary to the rules set out in the Code of Business Conduct, MasterGrid shall have the right, at its discretion, to terminate the Contract or suspend its obligations without notice and without compensation. The Customer shall indemnify MasterGrid against all claims, proceedings, actions, fines, penalties, losses, costs and expenses arising from such termination of the Contract or suspension of MasterGrid's obligations.

19. SUSPENSION/TERMINATION

19.1. MasterGrid is entitled to suspend the performance of the Contract in case of Force Majeure or default of the Customer in the performance of its obligations. The suspension will be effective from the date of sending the suspension notification (email or letter) and until the date of correction of the Customer's default. The suspension of the execution of the Contract by MasterGrid cannot be considered as a reason for termination and does not give any right to compensation to the Customer. The Delivery Date is automatically extended by the duration of the suspension period and the consequences thereof.

18.2. If the duration of this suspension exceeds THREE (3) months, MasterGrid will be entitled to terminate the Contract, in whole or in part, by operation of law and without judicial formalities, to claim damages for the loss suffered. Any supply or service already performed before the suspension shall be paid to MasterGrid by the Customer together with all costs incurred and incurred and a compensation of 20 percent (20%) of the Contract amount. The termination takes effect seven (7) days after MasterGrid has sent a formal notice to the Customer by registered letter with acknowledgement of receipt, which has remained unsuccessful.

20. END OF LIFE OF PROFESSIONAL ELECTRICAL AND ELECTRONIC WORK

In accordance with articles R.543-195 et seq. of the Environmental Code, relating to the composition of electrical and electronic equipment (EEE) and the elimination of waste from such equipment, MasterGrid will, directly or through an approved eco-organisation, collect and process the waste from professional electrical and electronic equipment (EEE) supplied to the Customer. The Customer shall ensure that the site of use is accessible to allow the collection by MasterGrid, directly or indirectly, of such equipment.

21. COMPLIANCE WITH EXPORT CONTROL REGULATIONS

21.1 MasterGrid shall be entitled not to fulfil its obligations if national or international regulations or other mandatory requirements relating to national or international trade, import or export, customs obligations, embargoes or any other sanctions prevent or impair the validity or performance of its obligations.

21.2 If Customer transfers or assigns the goods supplied by MasterGrid (hardware and/or software and/or technology and related documentation, regardless of the method of supply) or the services provided by MasterGrid (including any kind of technical assistance) to a third party, Customer agrees to comply with applicable national and international export (or re-export) control regulations. In such case, Customer shall comply with the export (or re-export) control regulations of France, the European Union and the United States of America.

21.3 Customer shall, upon request by MasterGrid, promptly provide MasterGrid with all information relating to the end customer, the final destination and the end use of the goods and services supplied by MasterGrid, as well as existing export restrictions to enable the authorities or MasterGrid to carry out export control checks.

20.4 Customer indemnifies MasterGrid against all claims, proceedings, actions, fines, losses, costs resulting from Customer's non-compliance and/or violation of export control regulations. The Customer will indemnify MasterGrid for all damages related thereto.

22. ASSIGNMENT

The Customer agrees that MasterGrid may freely assign all or part of its obligations under the Contract to a third party of its choice. Such assignment must be notified to the Customer. The Customer may only assign all or part of its Contract with the prior written consent of MasterGrid.

23. APPLICABLE LAW - JURISDICTION

23.1 Any Contract concluded between MasterGrid and the Customer is subject to French substantive law, to the express exclusion of the Vienna Convention on International Sales of Goods. Any dispute relating to the formation, performance and termination of the contractual obligations, in the absence of an amicable settlement within four (4) months or more in case of agreement between the parties, falls under the jurisdiction of the Commercial Court of Grenoble.

23.2 These Conditions are written in French and English. In the event of any difficulty of interpretation, only the French version shall prevail.

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