

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General Provisions**

1.1 These General Terms and Conditions of Sale ("**GTC**") govern the any commercial relationship where NEOPEP, a sales representation firm registered in Melun, France with registration number 983 067 430 ("**NEOPEP**"), is entrusted for the promotion, sale, and distribution of components and systems ("**Products**") supplied by manufacturers ("**Suppliers**") represented by NEOPEP in Europe ("**Territory**") towards its clients ("**Clients**"). The Supplier, the Clients and NEOPEP are the "Parties".

1.2 These GTC apply to all contracts, orders, and agreements entered between NEOPEP and the Supplier, unless expressly modified, deviated or excluded in writing by both parties. These GTC also apply to the relationship between NEOPEP and the Clients when relevant.

1.3 These GTC prevail over any terms and conditions provided by the Supplier or the Clients, to the exception of the Specific Terms and Conditions agreed upon by the Parties.

### **2. Scope of Services**

2.1 NEOPEP acts as an independent sales agent, representing the Supplier in the European market by promoting and selling its Products to Clients.

2.2 NEOPEP shall make its best effort to stimulate and enhance the sales and promote the use of the Products within the Territory. This is an obligation of means.

2.3 NEOPEP does not manufacture, store, or directly sell the Products. NEOPEP facilitates transactions between the Clients and the Supplier.

2.4 NEOPEP is authorized to negotiate prices, terms, and conditions on behalf of the Suppliers. NEOPEP is not authorized to enter into contracts with the Clients on behalf of the Supplier nor to bind the Supplier without its express approval.

### **3. Orders and Acceptance**

3.1 All orders placed by the Clients are subject to acceptance by NEOPEP and the respective Supplier.

3.2 An order shall only be deemed accepted when confirmed in writing by the Supplier. The Supplier will issue a confirmation to NEOPEP specifying the terms of the order, including the price, delivery terms, and all relevant details.

3.3 Once confirmed, the order constitutes a binding contract between the Client and the Supplier, with NEOPEP acting as an intermediary.

#### **4. Prices and Payment Terms**

4.1 Prices for the Products are determined based on the Supplier's price list, plus any applicable fees, taxes, and duties.

4.2 Payment terms will be specified in the order confirmation. The Supplier may require advance payment or a deposit by the Clients before processing an order.

#### **5. Commission and retainer**

5.1 The Supplier shall compensate NEOPEP with a retainer and commissions. NEOPEP will be paid a monthly retainer for its services and will earn commission from the sales of Products and services supplied by the Supplier. The services giving right to NEOPEP's commission will include the non-recurring costs (NRC) and the non-recurring engineering costs (NRE).

5.2 For all orders placed with the Supplier in the Territory, a commission will be paid by the Supplier to NEOPEP. Commission payments to NEOPEP will be paid thirty (30) days after the Supplier is paid by the Client. NEOPEP will issue its invoice to the Supplier upon notification of payment made by the Client (whether in advance or not) by the Supplier to NEOPEP.

5.3 The invoices are presented by NEOPEP with the VAT excluded.

5.4 In the event of late payment, the Supplier shall be liable for a late payment penalty equal to the rate applied by the European Central Bank for its refinancing operation plus 10 percentage points, plus the statutory fixed penalty up to EUR 40, without prejudice to NEOPEP's right to seek further damages.

5.5 The right to commission in favor of NEOPEP will survive the termination or expiration of any agreement entered into with the Supplier for a duration of three (3) years following such a termination/expiration, for any reason whatsoever, at the initiative of one of the Parties.

For sake of clarity, the Parties agree that the right of commission of NEOPEP is applicable to any order placed by a Client due to NEOPEP's intermediation within the timeframe set forth in the present clause, irrespective of such orders being placed before or after the termination/expiration of the agreement.

#### **6. Cooperation**

The Supplier agrees to furnish NEOPEP with all necessary elements, including financial details, that will in particular enable NEOPEP to calculate commissions, upon NEOPEP's simple request. NEOPEP commits to maintaining strict confidentiality of the information provided by the Supplier, in accordance with these GTC.

## **7. Delivery and Risk Transfer**

7.1 Delivery terms will be specified in the order confirmation sent to the Client by the Supplier.

7.2 NEOPEP shall not be liable for any delays in delivery neither for loss or damage caused by the Supplier, the Clients, shipping companies, or other third parties. From a general standpoint, NEOPEP acts as an intermediary and will bear no liability regarding the commercial relationship between the Supplier and the Clients.

## **8. Legal Compliance and Regulatory Responsibilities**

8.1 The Supplier shall be solely responsible for ensuring that the Products comply with all applicable local, national, and international laws, standards and regulations, including but not limited to product safety standards, environmental regulations (such as REACH compliance), and export controls, and are fit for their purpose, in particular regarding the safety to goods and persons.

8.2 The Supplier shall obtain all necessary licenses, permits, and approvals required for the manufacture, sale, and export of the Products, and shall ensure that all documentation, including safety data sheets and technical specifications, are accurate and up to date.

8.3 The Supplier shall indemnify and hold NEOPEP harmless from any and all claims, liabilities, damages, fines, or penalties arising from the Supplier's failure to comply with legal and regulatory requirements.

8.4 In the event of any legal dispute or investigation related to the Products, the Supplier shall bear all costs and responsibilities, including but not limited to legal fees, fines, and corrective actions.

8.5 The Supplier will indemnify, defend and hold NEOPEP harmless of and from any claims, actions, demands, losses, costs, expenses, liabilities, penalties and damages in the event its representations and warranties are in any way materially inaccurate.

8.6 Similarly, the Supplier shall indemnify and hold NEOPEP harmless from any and all liability, damages, costs and expenses (including reasonable attorney's fees) whatsoever arising out of any action brought or claim asserted by a third party for any damage to

property, loss of data, operational expense or profit, or injury to or death of any person arising out of, caused by, the sale of the Products.

## **9. Inspection and Acceptance of Products**

9.1 The Client is responsible for inspecting the Products upon delivery and notifying the Supplier in writing of any defects, shortages, or non-conformities within 7 (seven) days.

9.2 Failure to notify within the specified period will be deemed acceptance of the Products, and the Client will waive any claims regarding defects or non-conformities.

## **10. Warranties and Liability**

10.1 The Supplier's warranty terms apply to the Products sold by NEOPEP. NEOPEP does not provide any additional warranties to the Clients beyond those provided by the Supplier.

10.2 NEOPEP shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, business interruption, or loss of data, arising from the sale, delivery, or use of the Products, suffered by the Supplier or the Clients.

10.3 NEOPEP's total liability, whether in contract, tort, or otherwise, shall not exceed 1000€.

## **11. Intellectual Property**

11.1 The Supplier warrants that the Products and any related documentation do not infringe any third-party intellectual property rights. The Supplier shall indemnify and hold NEOPEP harmless against any claims, damages, or losses arising from such infringement.

11.2 Any intellectual property rights related to the Products, including patents, trademarks, and copyrights, shall remain the property of the Supplier. The Client shall not acquire any rights to such intellectual property by purchasing the Products.

## **12. Confidentiality**

All parties agree to keep all commercial, financial, and technical information exchanged during the business relationship confidential and not to disclose it to third parties without prior written consent.

### **13. Commercial References**

Without prejudice to that provided for by the Article 12, the Supplier and the Clients authorize NEOPEP to use their corporate name, logo and commercial presentations in order to give a brief description of the Products for the purposes of promoting its own products and services as concerns its own customers or potential customers, NEOPEP's website and social networks.

### **14. Termination**

In the event of a court of competent jurisdiction determining that (a) insolvency or (b) bankruptcy by either Party, then the Party who has not become insolvent or bankrupt may immediately terminate the commercial relationship without prior formal notice.

In the event of breach of contract or the GTC by either Party, the other Party may terminate the commercial relationship after sending a formal notice to the breaching Party and if the breach is not repaired within fifteen (15) days following the receipt of such a formal notice, except if agreed in writing to have been repaired by the non-breaching Party.

Termination of this Agreement will not result in the cancellation of all orders or parts thereof placed by the Clients through NEOPEP which have not been shipped by the Supplier as the date of termination is effective.

### **15. Force Majeure**

Any event external to the Parties resulting from an unforeseeable circumstance and totally preventing the Parties from performing their contractual obligations shall constitute a case of force majeure. In such a case, the Parties may suspend performance of their obligations, without incurring liability, provided that they inform the other Party within ten (10) days of the occurrence of the event.

If the event constituting force majeure persists for more than sixty (60) days and definitively prevents performance of the contractual obligations, the latter may be terminated *ipso jure* at the initiative of either Party by means of written notification with immediate effect, without compensation on either side.

### **16. Governing Law and Jurisdiction**

16.1 These GTC shall be governed by and construed in accordance with the laws of France.

16.2 Any disputes arising from or in connection with these GTC shall be subject to the exclusive jurisdiction of the courts of Paris, France.

## **17. Miscellaneous**

17.1 If any provision of these GTC is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17.2 The failure of either party to enforce any right or provision of these GTC shall not constitute a waiver of that right or provision.

17.3 NEOPEP reserves its right to change from time to time these GTC and invite the Suppliers and the Clients for this purpose to verify the latest update on the website [www.neopep.fr](http://www.neopep.fr). The updated version of these GTC shall apply to the orders placed after the entering into force of the new version of the GTC.