

Eddyfi Europe SAS – General Terms and Conditions – Sale / Rental

Please pay particular attention to Sections 12 to 14.

1. **PREAMBLE:** These general terms and conditions (the "T&C") of sale or rental are applicable to any sale, offer for sale, conditional sale and rental of Products (the "Products") commercialized by Eddyfi Europe SAS ("EDDYFI"), a *société par action simplifiée* duly formed under French law under registration number 752 927 228, and any order for Products from a customer of EDDYFI (the "Customer"). Products refers to Eddyfi, Inuktun, M2M, Silverwing, Teletest and/or TSC brand Products.

Any order of Products implies Customer's irrevocable and unconditional acceptance of these T&C.

Any document and/or element originating from Customer, including its general terms and conditions of purchase, will not bind EDDYFI unless the latter has expressly accepted them in writing.

The failure by EDDYFI to require the performance of any terms or obligations hereof at any given time shall not constitute a waiver of the right to require their performance at a later date.

2. **VALIDITY:** Unless otherwise indicated on a quotation prepared by EDDYFI, all quotations are valid for a period of ninety (90) days from the date indicated on the quotation.

3. **PRICES:** The prices set out in the quotations are based on the T&C set out therein and the agreed delivery schedule. Modifications leading to a decrease or an increase in costs and/or lead times could result in an adjustment of the price and delivery schedule, as EDDYFI deems necessary, provided that Customer is notified.

In any event, EDDYFI reserves the right to unilaterally modify the prices of the Products at any time, any price modification being immediately applicable, provided that Customer is notified.

The prices quoted are net of any tax, tax withholding or any other charges of any nature whatsoever (including but not limited to additional shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, certification costs, assessments and other fees not expressly included in the EDDYFI quotation). In the event that any such tax, tax withholding or other charge should apply, it will be due by Customer in addition to the stipulated price or paid by Customer directly to the competent tax authority, so that EDDYFI receives the same amount that it would have received without said tax, tax withholding or other charge.

Without limiting the generality of the foregoing, Customer assumes all certification costs of a Product ordered by Customer and which is not already certified in the country of destination.

4. **PAYMENT:** Except as otherwise agreed to by EDDYFI in writing, and upon approved credit, invoices will be issued as of the date of shipment and shall become due and payable in the lawful currency as per conditions specified on the invoice within thirty (30) days of shipping of the Products.

Invoices are payable to the EDDYFI address appearing on the invoice or by means of an irrevocable bank transfer to EDDYFI's bank account, the details of which will be communicated upon Customer's request.

Payment shall be deemed to have been made only when EDDYFI can irrevocably dispose of the amount paid. Thus, the issuing of a cheque does not constitute a payment as defined in these T&C, only its effective and definitive cashing on EDDYFI's account will be deemed payment. In case of partial shipment, invoices are payable according to the deliveries made without waiting for the full satisfaction of the order.

All invoiced and unpaid amounts will bear interest at the rate of one and a half percent (1½%) per month or eighteen percent (18%) per annum, or up to the maximum annual rate permitted by law, from the day following the due date. Customer shall also be automatically liable to pay a fixed indemnity for recovery costs in the amount of forty (40) euros per unpaid invoice. In the event that the recovery costs incurred are higher than the amount of this fixed indemnity, EDDYFI reserves the right to claim a complementary indemnity.

5. **RETENTION OF TITLE:** EDDYFI expressly reserves property and ownership of the materials/Products until full payment of their price and its accessories by Customer, including in the event of Customer's receivership, winding-up or any similar proceeding. Payment shall be deemed made by the effective cashing of the price by EDDYFI.

6. **DELIVERY:** Unless otherwise specified on the EDDYFI quotation, delivery is FCA manufacturing site of the Eddyfi, Inuktun, M2M, Silverwing, Teletest or TSC Product. Whether or not the sale is FCA or Ex Works, Customer must cover the transport costs of the Products; the Products are deemed delivered to the customer, and the risks of loss of the Products (including without limitation when loading them onto trucks, transferring them to a ship or a plane, and meeting customs regulations) pass to Customer when EDDYFI places the Products at the disposal of Customer or its carrier at EDDYFI's manufacturing site. Title to Products shall pass to Customer upon full payment of the Products. In the absence of specific instructions, Products are shipped via the carrier EDDYFI deems most practical. Subject to the foregoing, the applicable INCOTERMS 2010 apply to the delivery and risks of loss of Products. In the event Customer wishes to make any change affecting the delivery of the products (including but not limited to a change in Incoterms, change of address or carrier) less than five (5) days prior to the date originally scheduled for shipment of the products, Customer agrees to pay additional fees reasonably determined by EDDYFI to offset the administrative cost of effecting such change.

The delivery dates provided to Customer by EDDYFI are for indicative purposes only. Even in case of written consent of firm delivery dates, EDDYFI is legally released from any commitment relating thereto in the following cases: (i) Technical problems, default on the part of EDDYFI's suppliers, force majeure; (ii) Inaccuracy or lack of information provided by Customer; (iii) Delays attributable to any fault of Customer.

If Customer refuses to take delivery of an order, EDDYFI shall have the right to store the Products at Customer's expense and to claim reimbursement of the related expenses, which will be payable immediately upon receipt of the invoice. If Customer fails to take delivery seven (7) days after the Products are made available, EDDYFI shall be entitled to terminate the contract and to claim from Customer all the costs related to the storage, preservation, transport of the Products and the termination due to Customer, without prejudice to any other action or remedy available to EDDYFI.

In the event of a problem related to the quality and/or quantity of the Products, it is Customer's responsibility to: (a) report the complaints and reserves to the carrier on the delivery slip document which he shall sign and date; (b) notify the claim by registered mail with acknowledgment of receipt to EDDYFI within ten (10) calendar days of delivery, and; (c) in the event of a problem related to the quality of the Products, return the Products to EDDYFI in their original condition and packaging, after receipt of EDDYFI's written consent and in accordance with its instructions.

Claims and/or returns not complying with the above-mentioned procedure will be sanctioned by the definitive loss of any deposit paid by Customer.

Claims made by Customer pursuant to the terms and conditions described in this Section shall not release Customer from its obligation to pay for the related Products.

7. **CANCELLATION AND MODIFICATION BY CUSTOMER:** No order already accepted by EDDYFI, written or implied, may be cancelled by Customer, the latter having no right of withdrawal, unless prior written consent is given by EDDYFI and, in such event, subject to the cancellation fee determined by EDDYFI. If an order were to be cancelled/terminated by Customer, the price would remain fully due to EDDYFI, which reserves the right to seek additional damages.

Any modification to outstanding orders must be previously accepted in writing and is likely to result in an extension of the delivery time provided by EDDYFI to Customer - without the price and/or other conditions of the order being revised downwards or in such a way as to be less favorable to EDDYFI as a result of the extension of the delivery time.

8. **RETURNS AND RESTOCKING FEE:** Except as provided for under Limited Product Warranty and Delivery, EDDYFI does not allow for return and restocking of Products. However, if EDDYFI approves a return, returns are subject to a return/restocking fee as determined by EDDYFI. Specialty designs and non-catalog items may not be returned. All returned Products shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit. Damages to Products while in transit or in the possession of Customer will be charged back to customer.

9. **PRODUCT MODIFICATION:** EDDYFI may, subject to applicable laws and to notifying the Customer, make any modifications to the Products that EDDYFI deems useful or necessary.

10. **INTELLECTUAL PROPERTY:** EDDYFI is and remains the exclusive owner of all intellectual property, including, but not limited to, patents, trademarks and registered designs, including the right to act as an applicant in the context of an

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application for registration with respect to any of them, copyrights, the access to confidential information and know-how as well as all similar rights, anywhere in the world and resulting from or relating to the Products as well as the design or manufacture thereof, the photos, supports and/or technical documentation provided directly or indirectly by EDDYFI to Customer or the services rendered by EDDYFI.

Customer shall refrain from registering or applying for registration of any intellectual property right relating to the products which would have the effect of directly or indirectly (i) restricting EDDYFI's ability to market and sell the products; or (ii) limiting any third party's (such as EDDYFI's other customers') use of the products. Without limiting the generality of the foregoing, Customer shall not register or apply for registration of a method patent (also known as a "process" patent) in which one or more of the claims relate to the use of a product or of a similar instrument or equipment.

Customer must not rebrand any product or container, document or object associated with same, or otherwise alter, remove, or tamper with any trademark or other marking appearing on any product or container, document or object associated with same, unless prior written approval is given by Eddyfi (which approval can be given or denied by EDDYFI at its discretion). Without limiting the foregoing, Customer must not label or relabel a Product or a container, document or object associated with same or include any marking that could lead anyone to believe that Customer or any person other than EDDYFI is the manufacturer of the product.

11. **SOFTWARE:** Eddyfi, Inuktun, M2M, Silverwing, Teletest and TSC software are subject to a specific software license agreement. The software is not sold but a non-exclusive and restrictive license is granted. The software must be used with the software-enable hardware or software key supplied by EDDYFI.
12. **CONFIDENTIALITY:** Documents of any nature provided by EDDYFI remain its property. These documents can not be disclosed to third parties or reproduced without the prior express written consent of EDDYFI.

Customer undertakes, even after completion of the order, not to disclose business secrets and confidential information communicated to him by Eddyfi or which he became aware in the context of its relations with Eddyfi.

13. **LIMITED PRODUCT WARRANTY:** The Products are guaranteed within the limits set out below. This warranty excludes the warranty for hidden defects, except for defects which Eddyfi was aware, and any other legal or contractual guarantee, subject to mandatory provisions.

Except as otherwise agreed to by EDDYFI in writing, the warranty is limited to the repair or replacement, at EDDYFI's discretion, of any product that EDDYFI acknowledges as being defective, to the exclusion of any other service or compensation whatsoever. The warranty is valid for a period of twelve (12) months from the date of delivery of the Products. Probes and cables are considered consumables and require periodic replacement due to wear. EDDYFI does not warrant the service life of probes, cables and other consumables. EDDYFI does not warrant any Products against damages or defects caused by wear and tear, negligence, misuse, abnormal operating conditions, alterations or damage caused by events beyond the control of EDDYFI. EDDYFI shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by Customer.

Customer must notify EDDYFI in writing of any defective Products during the warranty period and detail the defects. EDDYFI may, at its choice, repair or replace the Products within a reasonable period of time. The original warranty period applies, without extension, for repaired or replacement Products. All defective Product shall be sent to EDDYFI freight prepaid by Customer in packaging appropriate to prevent damage in transit. The Limited Product Warranty does not apply to periodic calibration or maintenance as described in the operating manuals of Eddyfi, Inuktun, M2M, Silverwing, Teletest or TSC brand Products.

Customer shall give EDDYFI a reasonable time to assess and correct the defects. EDDYFI will not respond to a complaint from Customer on all or part of the Products, for any reason whatsoever, if the validity of the claim is not expressly recognized in writing by EDDYFI. A claim does not, under any circumstances, authorize Customer to suspend or defer payments.

All Customer paid repairs performed by EDDYFI are warranted against defects in materials and workmanship for ninety (90) days from the completion of repair. Upon Customer's written notice of defect within the warranty period, EDDYFI may, at its choice, replace the defective part(s) and/or re-perform the service. This warranty is limited to failures in areas directly related to the repair performed.

Following a warranty repair, the "current" calibration is verified, but a new calibration is not provided free of charge.

EDDYFI does not warrant any non-EDDYFI / Inuktun / M2M / Silverwing / Teletest / TSC brand Products.

14. **LIMITED SERVICE WARRANTY:** EDDYFI agrees to perform service for Customer on the express condition that EDDYFI's sole obligation will be that the service be performed in a professional and competent manner and will be of the kind and quality described in the EDDYFI quotation. EDDYFI does not warrant the fitness, suitability, or condition of Customer's equipment upon which EDDYFI services are performed. If there is a specific problem with the quality of the service performed, Customer shall inform EDDYFI in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by EDDYFI, Customer must provide adequate access to the equipment to allow EDDYFI to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of Customer. If services must be re-performed as a result of defects in the quality of the services originally performed, EDDYFI and Customer shall negotiate in good faith to arrive at an equitable solution.

THE LIMITED PRODUCT AND THE LIMITED SERVICE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF EDDYFI WITH REGARD TO ITS PRODUCTS AND SERVICES

15. **LIABILITY:** Subject to applicable mandatory provisions, including under the Product Liability legislation, the total and cumulative liability of EDDYFI, whatever the cause, is limited to the amount paid by Customer to EDDYFI for the related order.

In no event will EDDYFI be liable for indirect and/or non-material or moral damages, including, without limitation, incidental, consequential, punitive, financial or commercial damages such as loss of profit, loss of contract, operating loss, loss of revenue, reputational damage, service interruption, as well as damages of the same nature resulting from a legal action directed against EDDYFI by Customer arising out of damages suffered by a third party.

In any case, EDDYFI is released from any responsibility and cannot be held liable in case of force majeure.

16. **COMPLIANCE WITH LAW AND EXPORT CONTROL REGULATIONS:** Customer agrees to take no action which could cause EDDYFI to be in violation of any law. Such laws shall include but not be limited to Canada, France, United Kingdom, European Union and United States export control regulations or equivalent. Diversions, use, export or re-export contrary to the law is prohibited. The Products may not be exported or re-exported to countries or to entities and persons that are ineligible under Canada, France, United Kingdom, European Union or United States export control regulations or equivalent to receive commodities, technology and/or software. Customers that intend to resell or transfer the goods to a third party must declare all End User information to EDDYFI. It is the responsibility of Customer to understand the seriousness of exporting products without proper licenses or authorizations.

17. **FORCE MAJEURE:** EDDYFI is released from its obligations in the event of a war. The occurrence of a force majeure and any serious circumstances preventing EDDYFI from performing its obligations, or making it difficult, can lead to the cancellation of its obligations or their suspension, at its choice, without liability. Strikes, lock-outs, riots, insurrections, attacks, epidemics, disasters or interruptions of transport or other, stock or manpower shortage, import or export restrictions, quotas, embargos, fire, equipment failures and breakdowns, are deemed force majeure with all effects related thereto.

18. **APPLICABLE LAW:** These T&C shall be governed by and interpreted and construed in accordance with the laws of France. Any legal dispute of any kind or nature whatsoever shall be brought exclusively in the courts of France, notwithstanding any clauses to the contrary that may appear on any document from Customer.

19. **IN THE CASE OF RENTAL OR CONDITIONAL SALE AGREEMENT, THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY:**

- I. **OWNERSHIP:** The Products are, and shall at all times remain, the exclusive property of EDDYFI and are provided to Customer solely on a rental basis or until final complete payment under a conditional sale. The Products are and

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shall remain personal property of EDDYFI even if installed in or attached to real property by Customer. Customer shall neither create, nor permit to exist, any encumbrance upon, or security interest in, the Products or any component thereof.

- II. **IDENTIFICATION:** EDDYFI may mark the Products to conspicuously indicate that they remain its property. Customer shall not permit that marking to be obscured, removed or defaced nor shall Customer permit conflicting marks to be made or affixed to the Products.
- III. **ACCESS:** Customer agrees to grant EDDYFI, at its request, with timely access to its premises and to the Products.
- IV. **LOCATION:** Customer shall at all times keep and maintain the Products at the agreed location and shall not move the Products without the prior written consent of EDDYFI.
- V. **OPERATION:** Customer shall establish and maintain adequate security measures to protect the Products against theft, vandalism, sabotage, fire, industrial accidents and other accidents. If Customer personnel have not operated the Products before, or are determined to be unqualified by EDDYFI, at EDDYFI's sole discretion, EDDYFI may require that Customer personnel take a detailed training course. The location and costs for training will be at Customer's expense.
- VI. **INSURANCE:** Customer shall subscribe and maintain, at its own cost, from the day of shipment of the Products until their return to EDDYFI or until the Products are fully paid for in the context of a conditional sale, up to the value of the replacement of the Products and appointing EDDYFI as the named insured: a) an insurance policy covering the Products against all risks of loss, theft or damage; and b) general liability insurance and all risk insurance covering the Products. The insurance taken out by Customer must satisfy EDDYFI, a copy of the insurance certificate (s) must be sent to EDDYFI on request. However, EDDYFI will have no obligation to verify the existence of insurance policies, to examine their content or to advise Customer in the event that the coverage does not comply with the requirements hereof. Customer will provide, at its expense, all the necessary proof of loss and will take all the necessary steps to recover the insurance indemnities to which it is entitled, unless EDDYFI advises it in writing that it wishes to take these steps, at Customer's expense. If the indemnities received following an insurance claim are lower than the replacement or repair value of the Products, as the case may be, or if the Products are lost, stolen, destroyed or irreparably damaged and they are not covered by insurance, Customer must immediately pay EDDYFI an amount equal to the deficit amount.

To partially meet the obligations incumbent upon him by virtue of the preceding paragraph, Customer may elect to subscribe to EDDYFI's Rental Product Protection Plan (the "**RED Program**") against the risks of deterioration of the Products subject to these T&C (but excluding (a) loss or theft; and (b) damage resulting from Customer's gross negligence or willful misconduct) during the period from its shipping date until the Products are returned to EDDYFI or until the Products are fully paid in the context of a conditional sale, in consideration of fees as may be quoted by EDDYFI. Customer shall pay all fees related to the RED Program on or before the time such fees are due, as determined by EDDYFI. Customer agrees that if the payment of fees related to the RED Program is not made on or before the time such fees are due, any coverage provided for by the RED Program will be considered null and not avenue ab initio.

In the event that Customer does not subscribe and pay for the optional insurance plan RED Program, Customer agrees to assume responsibility for the maintenance of the Products from the date of shipment of the Products until the time the Products are returned to EDDYFI.

- VII. **RETURNS, TITLE AND RISK OF LOSS:** From their shipping date until the Products are returned to EDDYFI, Customer shall bear the risk of loss, damage, theft and/or destruction of the Products. Customer shall return the Products to EDDYFI in clean and proper operating condition, normal wear and tear excluded. Products requiring additional cleaning upon return to EDDYFI will be subject to a minimum \$200 USD cleaning fee. Customer shall properly pack, in its original shipping container, the Products being returned to EDDYFI and shall be responsible for any damage caused during return shipment. If the return of the Products is delayed due to additional usage, slow shipping method, or any other factor within Customer's control, additional fees will be charged to Customer.
- VIII. **MODIFICATIONS:** Customer shall not, without the prior written consent of EDDYFI, make any alteration, modification, improvement or adjustment of any kind to the Products, including accessories, or make an addition to the Products, or undertake any disassembly of the Products.
- IX. **REMEDIES FOR DEFAULT:** In the event of any default by Customer, EDDYFI may terminate the agreement with immediate effect and claim any amount still unpaid by Customer in accordance with these T&C. In the event of such termination, Customer agrees to immediately return the Products to EDDYFI and agrees that EDDYFI may enter into the premises where the Products are located and remove same. All costs and expenses, including legal fees incurred by EDDYFI in exercising its rights provided herein, will be born by Customer.
- X. **TERMINATION:** In case of termination of the rental agreement (or conditional sale agreement) for any reason, each party shall immediately return to the other party any product or document that belongs to the other party, shall cease any use of the intellectual property of the other party and any statement to the effect that the agreement is still effective. Each party shall also send to the other party any information that the other party is entitled under the terms hereof. Notwithstanding the foregoing, the provisions relating to intellectual property, indemnification by Customer, applicable law and jurisdiction, as well as confidentiality shall survive the termination hereof. Such termination shall not have the effect of releasing a party as to any amount that it may still owe to the other party. In the case of a purchase order, Customer may suspend or cancel all or part of the contract upon reasonable notice to EDDYFI. Customer shall have no further liability to EDDYFI except for costs of labour and material incurred through the termination date, and reasonable termination fee as determined by EDDYFI.

ALL SALES/CONDITIONAL SALES/RENTALS ARE MADE PURSUANT TO THESE TERMS AND CONDITIONS OF SALE/RENTAL AND ANY TERMS IN THE QUOTATION DOCUMENT, IF APPLICABLE. CUSTOMER UNDERSTANDS THAT PRODUCTS ARE SUBJECT TO THESE TERMS AND CONDITIONS AND APPLICABLE QUOTATION DOCUMENT. CONTRARY TERMS AND CONDITIONS CONTAINED IN A PURCHASE ORDER OR ANY OTHER DOCUMENT ISSUED BY CUSTOMER ARE SPECIFICALLY EXCLUDED

Eddyfi Europe SAS
1 rue de Terre-Neuve
Miniparc du Verger, Bât. H
91940 Les Ulis, France
sales@eddyfi.com