



EOMYS ENGINEERING

121 rue de Chanzy

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FRANCE

General conditions of sale EOMYS Engineering

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Clause 1: Purpose and field of application

The present general conditions of sale constitute the basis of the commercial negotiation between EOMYS Engineering and its buyers, can be sent to the buyer during the establishment of a quotation or a proforma invoice and are systematically valid when a customer order is submitted.

The general conditions of sale described hereafter specify the rights and obligations of the company EOMYS Engineering, located 121 rue de Chanzy 59260 Lille Hellemmes France, registered under the number RCS 793 135 476 at Lille Metropole and subject to the French law, and its customer in the context of selling the following services: engineering consulting, research and development, software development with software licenses sales, and technical training.

Any acceptance of the quotation and/or proforma invoice including the clause "I acknowledge having read and accepted the general conditions of sale attached" implies the buyer's unreserved adherence to these general conditions of sale.

Clause 2: Acceptance of offer

The acceptance of the quotation and/or proforma invoice issued by EOMYS Engineering automatically entails the acceptance of EOMYS Engineering's general sales conditions. The buyer commits himself to confirm his order to EOMYS Engineering by sending a purchase order which must mention the references of the EOMYS Engineering offer: sales contract references, EOMYS Engineering quotation and/or proforma invoice number, reference of the technical document associated with the offer.

The purchase order commits the customer to the purchase of the product and/or service proposed by EOMYS Engineering, and its amount cannot be modified afterwards. If the scope of the deal should be extended, an additional sales contract should be established.

Clause 3: Price

The prices of the offered services are those valid on the day of the quotation or proforma invoice. They are expressed in euros or US dollars and are calculated excluding taxes. Consequently, they will be increased by the VAT rate for the French customers and possible transport costs applicable on the day of the order.

The company EOMYS Engineering grants itself the right to modify its prices at any time. However, it commits itself to invoice the ordered services at the prices indicated during the registration of the order.

Clause 4: Taxation

EOMYS Engineering being established on the French territory centralizes its activities in France. The tax risk taken abroad must be supported by the customer, in particular in case of existence of a withholding tax. The withholding tax can lead to an increase of the list prices.

Clause 5: Discount

No discount will be granted for advance payment.

Clause 6: Effective date of the contract

The contract between EOMYS Engineering and the buyer becomes effective from the moment of acceptance of the buyer's order form by EOMYS Engineering. This acceptance will be done by e-mail and will remind these general conditions of sale.

If payment is required in advance (payment of a deposit or full payment with order in the case of a software license purchase), the contract becomes effective with the receipt of the payment on the bank account of EOMYS Engineering.

The reception of the documents of Standby letter of credit or bank guarantee agreement established by a bank validated and recognized by EOMYS Engineering also allow the entry into effect of a contract between EOMYS Engineering and the buyer.

Clause 7: Terms of payment

The payment of the orders must be made:

- either by SWIFT bank transfer;
- or by PayPal if the buyer pays the associated PayPal fees;
- or by credit card for the purchase of a technical training via the website www.eomys-training.com

Payments are to be made under the following conditions:

- Payment at 30 days net following the date of the invoice issued by EOMYS Engineering for consulting and training services,
- This term can go beyond the 30 days net, without exceeding 60 days net from the date of the invoice (or 45 days end of month) if it is specified in the contract (a payment at 60 days net results in an increase of the sales price of 0,5%),
- Payment at the date of invoice issued by EOMYS Engineering for software services and sale of licenses. EOMYS Engineering reserves the right to issue a software license only once the totality of the invoice is paid.

EOMYS Engineering reserves the right to ask for a deposit payment between 30% and 50% of the total amount of the order.

If the total amount of the order is less than 5 000€, EOMYS Engineering will require an advance payment of the total amount of the order.

If the execution of an order in consulting or training services would require a work of more than two (2) months, EOMYS Engineering reserves the right to ask for partial payments, corresponding to the various parts (work packages) carried out and delivered within the context of a consulting or training project.

For commitments higher than 50 000€ with the same customer, EOMYS Engineering will require a payment of 50% in advance or in the form of a guarantee on first demand or SLBC (Stand-by letter credit).

For the sale of training services, EOMYS Engineering reserves the right to ask for an advance payment of 100%.

Penalties for late payment are pronounced in case of non-respect of these terms at the usurer's rate from the first day of late payment.

Clause 8: Late payment

In case of total or partial default of payment, the buyer must pay to EOMYS Engineering penalties for delay. A delay occurs if the payment intervenes after the date mentioned on the invoice.

The interest rate provided by these general sales conditions corresponds to the half-yearly key rate of the European Central Bank (ECB), in force on January 1st or July 1st, increased by 10 points.

The interest rate retained is the one applicable on the day the invoice is issued.

This penalty is calculated on the amount including all taxes of the outstanding amount, and runs from the due date of the invoice without any prior notice of default being required.

In addition to the late payment penalties, any amount, including the deposit, not paid on the due date will automatically result in the payment of a fixed penalty of 40 euros to be charged for recovery costs.

Clause 9: Resolutive Clause

If within fifteen days following the implementation of the clause "Delay of payment", the buyer has not paid the outstanding amounts due, the sale will be automatically cancelled and may give right to the allocation of compensation for damages to the benefit of the company EOMYS Engineering.

Clause 10: Delivery

Consulting and testing

The delivery of a consulting service is performed with the transmission of the final technical report. This final technical report is not submitted to the validation of the customer, the delivery and thus the invoicing which will immediately follow the delivery could not depend on the validation of the customer. A revision of the report is admissible, to consider possible remarks of the customer. The report will be considered as final without any request for modification within 4 (four) weeks after its issue date. It will not be subject to any revision after this period.

The delivery time indicated at the time of order registration is only indicative and is not guaranteed. Consequently, any reasonable delay in the delivery of the services will not entitle the customer to:

- The allocation of compensation for damages;
- The cancellation of the order.

The risk of any transport is fully assumed by the customer.

Training

A training service is considered delivered at the end of the training event. Any post-training exchange will not delay the invoicing of the provided service.

In the case of an intra-company training, no refund or reduction on the final amount can be granted in case of a few participants less than expected when ordering.

For any training order through the training website www.eomys-training.com, the service is to be paid in advance. Link to the general conditions of the website www.eomys-training.com:

https://eomys.com/IMG/pdf/Conditions_Generales_de_Service_training_website_EOMYS.pdf

Software

The software is delivered with the provision of the license to the buyer, either via a cloud-based leasing system or on the buyer's local server.

All leasing licenses include all maintenance and update services for all features.

Permanent licenses are offered with an annual maintenance service fee (included in the first year of the permanent license). Once this maintenance service has been paid by the customer, the license will be updated throughout the next 12 months.

The annual price for maintenance and upgrades is calculated as a percentage of the last valid license price. The current rate is 15%. EOMYS Engineering reserves the right to modify this rate if necessary.

A sales contract is completed when the final report has been sent by EOMYS Engineering and when the customer has paid the full price for the service.

Products sent to EOMYS Engineering

The products sent to EOMYS Engineering by the customer for testing or expertise must be sent in accordance with the customs obligations and the customer is the only responsible for the declarations provided.

EOMYS Engineering only accepts products sent under the rules of a temporary export. EOMYS Engineering cannot accept parts sent as definitive exports because of the risk of customs blockages and parts subject to French VAT. If the only possibility exists of a permanent export, the expenses, rights and customs taxes will be charged to the customer. EOMYS Engineering is not responsible in any way for the handling of a return shipment.

The rules for a temporary export are as follows:

1. Sending by DHL as a forwarding agent (transit part of DHL and not an express carrier)
2. Shipping with INCOTERM DAP EOMYS Engineering
3. Customs exit procedure: temporary export
4. Accompanying document: name of the goods "product for test", customs invoice without commercial value, valorization of the engine at the productive price
5. Indication on the customs invoice the customs classification and the origin of the engines

However, if the material is sent otherwise, and only after explicit agreement with EOMYS Engineering, the customer will have to send them according to INCOTERMS DAP for delivery to EOMYS Engineering and EOMYS Engineering will reshipe them to the customer according to INCOTERM FCA.

Clause 11: Result

EOMYS Engineering does not commit itself on the results of its consulting, training and software services.

Noise reduction commitments are made based on the means deployed by EOMYS Engineering and not on the results expected by the customer or deployed on his machines.

The tests carried out are done on evaluation matrixes that belong to EOMYS Engineering.

All consulting, training and software development services do not imply the results conducted by the customer.

Clause 12: Property rights

The company EOMYS Engineering keeps the property of the sold services until the integral payment of the price, in major and in accessories. For this reason, if the customer is the object of a recovery or a legal liquidation, the company EOMYS Engineering reserves the right to claim, within the framework of the collecting procedure, the services sold and remained unpaid.

Clause 13: Damaged products

As part of its activity, the responsibility of EOMYS Engineering is not engaged in the overall performance of the customer's machine.

Concerning the Manatee software distributed by EOMYS Engineering, the dysfunctions (commonly called "bugs") are an integral part of a software's life and of a software's development process and cannot give place to the constitution of a software default.

Clause 14: Property transfer

Regardless of the situation, a transfer of property is only possible after the full payment of the vendor's invoice by the customer.

A transfer of property can only take place between EOMYS Engineering and nominally the company with which a sales contract has been signed. This excludes subcontractors and third-party companies.

In the case of a takeover of the customer company, a new contract of use and property must be negotiated with EOMYS Engineering.

A transfer of property applies mainly to consulting services. For training services, there is no transfer of property as such, but intellectual property rules apply. In the case of a software development service, and more precisely the sale of licenses, the transfer of property is done for the duration of the license.

Consulting

The intellectual property of the consulting service is transferred with the full payment of the invoice. EOMYS R&D Engineering work can result in the definition of new electrical machines geometries that can represent patentable innovations. EOMYS Engineering is open to apply for patents in collaboration with Customers.

Technical training

In the case of technical training, EOMYS Engineering keeps all intellectual property on its training materials, presentations, reports, technical summaries, evaluation contents, manuals, and instructions for practical training. Any reproduction is strictly forbidden and can be considered only as an exception and only with the explicit agreement of EOMYS Engineering. The name of EOMYS Engineering and the copyright of EOMYS Engineering must be mentioned.

Software

Regardless of the type of license sold, the structure of the software, its functioning, its algorithms as well as its brand name remain entirely the intellectual property of EOMYS Engineering during the whole duration of the use of the software by the customer.

Any transfer of license to a third company is forbidden.

EOMYS Engineering does not assume any responsibility for the working results and the new developments based on these results which will be realized and developed by the customer.

The specific modules developed for a single customer will be usable for all other customers of the software.

Testing

The intellectual property of the consulting service is transmitted with the total payment of the invoice. The tests carried out are done on evaluation templates which belong to EOMYS Engineering.

Specific case of translations made by the customer

EOMYS Engineering authorizes the translation of its services, within the framework of consulting services (intermediate and final technical reports) and technical training (various training materials). The translations must be done by the customer or on behalf of the customer by a third party, but any translation remains entirely the intellectual property of EOMYS Engineering, and its copyright must imperatively be mentioned on each page of the translations.

Clause 15: Hardship

If the circumstances on which this agreement is based change to such an extent that either one of the parties encounters serious and unforeseeable difficulties, they shall consult with each other and show mutual understanding in order to make such adjustments as may appear necessary as a result of circumstances that were not reasonably foreseeable on the date of the conclusion of this agreement, so that the conditions of an equitable agreement may be restored.

Clause 16: Force majeure

The responsibility of EOMYS Engineering cannot be engaged if the non-execution or the delay in the execution of one of its obligations described in the present general sales conditions results from a case of force majeure. In this respect, force majeure means any external, unforeseeable, and irresistible event in the sense of article 1148 of the French Civil Code.

Clause 17: Vendor's liability

As part of its activity, EOMYS Engineering is not responsible for the global performance of the customer's machine.

The products belonging to the customer and lent for testing at EOMYS Engineering, will be handled with care, under the responsibility of EOMYS Engineering as possessor but not as owner. EOMYS Engineering cannot be held responsible for any possible degradation.

Any test or trial material sent by the customer to EOMYS Engineering, may remain in EOMYS Engineering's premises for a maximum period of 6 calendar months from the date of receipt in EOMYS Engineering's premises. It will be under the possession of EOMYS Engineering according to the usual operating conditions. The customer is in the obligation to get back his products at the latest within 6 calendar months and at his own expenses. If the customer does not collect his products after 6 calendar months and following an explicit e-mail from EOMYS Engineering, the material becomes the property of EOMYS Engineering.

Clause 18: Liability for consequential damages

EOMYS Engineering is covered by a civil liability insurance.

In the case of a technical training in the premises of EOMYS Engineering located 121 rue de Chanzy 59260 Lille Hellemmes France, the customers welcomed at this address are well covered by the civil liability insurance held by EOMYS Engineering.

In the case of a technical training or test and measurement campaign on the customer's premises, these will have to be conducted in places accessible to the public so that the EOMYS Engineering employees intervening at the customer's premises are covered by the customer's civil liability insurance. In the contrary case, EOMYS Engineering will require from the customer a special authorization for a place not accessible to the public and which will have to be presented by the customer before the displacement of the employees of EOMYS Engineering at the customer's premises.

Clause 19: Buyer's liability

In its sales contract, EOMYS Engineering will establish a provisional schedule for the execution of the service. Several external factors are likely to intervene and to influence the execution of the contract, consequently the customer cannot require that the service is executed in time.

On his part, the customer undertakes to provide all the data necessary for the execution of the service and this without delay, potentially the reason for a delayed execution of the service. In case of delays caused by the customer, EOMYS Engineering reserves the right of an additional invoicing.

In case of delays of payment, this automatically involves penalties with the corresponding agios.

Regardless of the payment type, the customer will be released from his payment obligation only when the amount has been definitively and entirely received on the bank account designated by EOMYS Engineering.

Clause 20: Risk of liability

EOMYS Engineering does not assume any consequential damages, and these remain the exclusive responsibility of the customer.

Clause n°21 : Conditions particulières Testing (services de mesures)

EOMYS Engineering may have to carry out testing services on customer's site.

Before any testing activity on a customer's site, this customer will have to, as owner of the site of intervention, organize a meeting of work initiation before any activity of EOMYS Engineering on its premises. A risk analysis and a prevention plan will be elaborated jointly. The following points will have to be included: the accompaniment of EOMYS Engineering consultants on site, the working hours, the work at height, if necessary, the electrical, mechanical, and hydraulic risks and the working environment.

In case of impossibility for EOMYS Engineering to work for reasons beyond its responsibility, an additional standby cost will be invoiced according to the costs presented in the commercial offer. There are three main reasons for standby:

- Safety defect: EOMYS Engineering staff on site will be able to use its right of stand-by while waiting for the compliance of the safety level defined during the safety meeting.
- Climatic conditions: it is not possible to carry out measurements in the snow or under rain. These phenomena could delay measurements, imposing standby time.
- Logistical deficiencies: problems with access authorization or waiting for the functioning of the equipment to be measured can also lead to standby time.

Clause 22: Contractual guarantee

A contractual guarantee does not apply to sales contracts proposed and established by EOMYS Engineering.

Clause 23: Amendment of the contract

Any amendment requested by the customer must be accepted and validated by EOMYS Engineering and become an integral part of the contract. Any unforeseen event must be validated by an amendment which must be confirmed by a contract amendment.

The amendment must include the reference of the proforma or the quotation as well as the technical scope to which it refers.

Any amendment set up and validated between the customer and EOMYS Engineering will increase by nature the duration of the service. This amendment can include a time clause on the duration of the contract.

Clause 24: Arbitration Jurisdiction and Competent Court

The applicable law for these general conditions of sale is the French law. Any disagreement relating to the interpretation and execution of these general terms and conditions of sale is subject to French law. Any differences arising out of or in connection with this contract shall be settled definitively in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one or more arbitrators in accordance with these Rules.

If both parties decide not to have recourse to arbitration, the dispute shall be brought first to the Commercial Court of Lille France and the applicable law shall be French law.

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