

# GENERAL CONDITIONS OF SALES

## Article 1: Scope

The previous general conditions of sale (hereinafter the "General Conditions of Sale") apply to all sales and quotes concluded by the company TECHNIDRILL, a simplified joint-stock company with capital of €601,400, whose registered office is 55, rue Ampère - 69680 CHASSIEU, registered in the Trade and Companies Register of Lyon under number 35105367300049 (hereinafter the "Supplier") with professional buyers (hereinafter the "Buyer", the "Purchaser" or the "Buyers").

The Products offered by the Supplier are indicated in the Supplier's commercial documentation and/or on its Website: <https://www.technidrill.com> (hereinafter the "Website", the Supplier's catalogues, prospectuses and prices are given for information only and may be revised at any time.

The Buyer is informed that the photographs and illustrations of the Products sold present in the commercial documentation provided by the Supplier and on its website do not enter into the contractual field.

The contact details of the Supplier are as follows:

Email: [sales@technidrill.com](mailto:sales@technidrill.com)

Tel: 04.92.08.83.28

Head office address: 55 rue Ampère 69680 CHASSIEU

Factory address: ZI Le Broc 1st Avenue 18th Street 06510 CARROS

These general conditions of sale are communicated to any Buyer who requests them and are accessible at any time on the Website.

The General Terms and Conditions of Sale apply without restriction or reservation to all sales of Products made by the Supplier to Purchasers, regardless of the clauses that may appear on the Purchaser's documents, and in particular its general terms and conditions of purchase.

These General Conditions of Sale cancel and replace all previous versions by replacing them.

They will prevail over any other version or any other contradictory document.

The Supplier is entitled to make any modifications it deems useful. The Purchaser is informed that during a modification of these General Conditions of Sale, any order placed with the Supplier after the entry into force of the new version of the General Conditions of Sale will entail full acceptance of these. this.

In accordance with the regulations in force, the Supplier reserves the right to derogate from certain clauses of these General Conditions of Sale, depending on the negotiations carried out with the Buyer, by establishing written Special Conditions of Sale or a contract specific which will only be valid for the sale for which they are signed by both Parties.

## Article 2: Entry into force

These General Conditions of Sale come into force from August 1, 2023.

## Article 3: Offers - Orders - Prices

### 3.1 Offers

Product offers are within the limits of available stocks. The choice and purchase of a product is the sole responsibility of the Buyer.

We are only bound by orders taken by our representatives after formal acceptance of the Buyer's order.

Acceptance can take the form of an acknowledgment of receipt of order, direct establishment of the invoice, or pro forma invoice.

Unless otherwise provided in the quote or agreed with the Supplier, the quotes issued by the Supplier are valid for two weeks from the date of their issue.

### 3.2 Commands

All orders must be the subject of a written document signed by the buyer. We accept emails, if they contain all the necessary information, namely: the quantity, the precise designation or the reference of the equipment, the agreed price, the method and the due date of payment, the currency, the transport conditions, place and date of delivery.

Orders can also and above all be subject to an estimate. Any quotation issued by the Supplier may be revoked at any time until the Buyer accepts it and the Supplier confirms the order.

The technical specifications, in particular the drawings, photographs, design, calculation, dimension, capacity, weight, performance and models appearing on the quotes or on the Website are given for information only. The Products are described and presented with the greatest possible accuracy. However, if errors or omissions may have occurred in the presentation of the Products, the Supplier cannot be held liable.

Once confirmed and accepted by the Supplier, under the conditions described above, the order cannot be modified, unless accepted by us.

Orders are accepted with regard to the legal and financial situation of the buyer. As a result, if its financial situation or the country risk deteriorate between the order date and the delivery date, Technidrill is entitled to terminate the sale.

The validation of the order by the Buyer implies acceptance without restriction or reservation of these General Conditions of Sale.

### 3.3 Rates

The products are supplied at the current prices appearing on the quote when the order is registered by the Supplier.

Prices are established on the basis of the exchange rate, the cost of raw materials, the cost of transport, the cost of labor in force on the date of the offer. In the event that the Supplier is faced with an additional additional cost for one of these items or any other used to determine the price as indicated on the estimate, the Supplier reserves the right to invoice these additional costs to the Buyer. Any price increase of more than 20% in application of this clause must be subject to the Buyer's prior agreement. In the absence of the Purchaser's agreement, the Supplier may cancel the order.

Prices are expressed in euros excluding and including tax. Depending on the country, prices can also be expressed in Canadian and American dollars.

Rates do not include handling, container loading, shipping, transportation and delivery charges, which are charged additionally. They also do not include any customs fees or insurance which remain the responsibility of the Buyer, unless otherwise agreed by the Parties in writing. The Prices take into account the VAT applicable on the day of the order and any change in the applicable VAT rate will be automatically passed on to the prices of the Products.

The Supplier reserves the right to modify at any time the prices appearing on the Website, the price lists or in its commercial documentation.

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Pricing conditions may be applied according to the specificities requested by the Purchaser, in particular concerning technical specificities, delivery terms and times or payment terms and conditions. A specific commercial offer will then be sent to the Purchaser by the Supplier.

The Buyer authorizes the Supplier to send him invoices in dematerialized format and by email to the email address provided by the Buyer or via a portal dedicated to this purpose.

In certain cases, in particular incorrect address or other problem on the Buyer's account, the Supplier reserves the right to block the Buyer's order until the problem is resolved.

### Article 4: Delivery

Delivery times run from the moment the Buyer has fulfilled all his obligations with regard to the Supplier. They are always communicated according to the possibilities of supply, production and transport at the time of the offer.

Product orders may be subject to partial deliveries. The terms of payment indicated herein will apply.

Delivery times on offers and order acknowledgments are only indicative and any delays in delivery do not entail any penalty, compensation, damages, loan of equipment or termination of contract.

The conditions of the delivery mode are those which appear on the order form, and by default, delivery is made ex-factory or logistics storage center.

If the delivery is made by making available, the Buyer undertakes to take delivery within 15 days of receipt of the notice of making available. After this period, storage costs and financial costs will be invoiced to the Buyer.

### Article 5: Transport and Packaging

Unless otherwise stipulated, sales are made ex FCA factory/warehouse, made available and loaded by Technidrill. Consequently, transport operations are the responsibility and expense, risk and peril of the buyer.

It is therefore up to the Buyer to check the number and condition of the equipment upon receipt of delivery.

If the Purchaser wishes for packaging different from that chosen by Technidrill, he must make his request in writing and organize the transport himself.

### Article 6: Reception and Control

During delivery, if certain Products are damaged or missing, the Buyer must have this noted by the Carrier within two days of receipt of the Products.

Any complaint relating to apparent defects or non-conformity of the products delivered must be made within the same period to Technidrill.

The lack of conformity of part of the delivery does not release the Buyer from his obligation to pay for the products for which there is no dispute.

Any defect recognized after contradictory examination obliges TECHNIDRILL to replace the defective parts free of charge, and only to this replacement.

### Article 7: Terms of Payment

The price is payable in full and are the deadlines provided for in the order.

The payment period and/or the schedule will be mentioned on the invoice sent to the Buyer. In principle, the price is payable by bank transfer within 30 days from the date of issue of the invoice, unless otherwise specified on the invoice. Unless otherwise agreed between the Parties in writing, the price is payable in the currency indicated in the invoice provided to the Buyer by the Supplier.

The full price becomes payable immediately in the following cases:

when the payment deadline has expired,

when the Purchaser is subject to any payment moratorium either by bilateral agreement or under a collective procedure,

when a seizure is made on the assets or receivables of the buyer,

if the natural person buyer dies or if it is dissolved or liquidated in the presence of a legal person buyer,

when a request is filed by the Buyer or on its behalf by any agent in order to benefit from a restructuring of its debt, or when all the inventories or assets of the Buyer are placed in receivership.

In the event of late payment and payment of sums owed by the Purchaser beyond the fixed deadline, and after the date of payment appearing on the invoice addressed to the latter, the Purchaser shall automatically be liable as of right and without notification beforehand with the Supplier of a lump sum indemnity for recovery costs in the amount of 40 EUR. The applicable default interest will be invoiced and equal to Euribor 1 year plus 2%.

In the event of non-compliance with the payment terms set out above, the Supplier also reserves the right to cancel the delivery of orders in progress from the Purchaser and/or to cancel any discounts granted to this last. The Supplier also reserves the right to refuse any order from a Buyer with whom there is a dispute relating to the payment of a previous order or an unpaid claim.

The buyer may not make any deduction from the payment of the Products, even as a guarantee or because of a pending claim.

### Article 8: Guarantee

The Products delivered benefit from a guarantee of a duration and scope equivalent to that enjoyed by the Supplier from its suppliers. This guarantee covers the non-conformity of the Products and any hidden defect affecting the products delivered and rendering them unsuitable for use. This warranty is limited to the replacement of Products that are non-compliant or affected by a defect. Any warranty is excluded in the event of misuse, negligence or lack of maintenance on the part of the Purchaser, as in the event of normal wear and tear of the property or force majeure.

In addition, the guarantee cannot intervene if the Products have been subject to abnormal use, or have been used under conditions different from those for which they were manufactured, in particular in the event of non-compliance with the conditions of prescribed use. It also does not apply in the event of deterioration or accident resulting from shock, fall, negligence, lack of supervision or maintenance, or in the event of alterations in the quality of the Product resulting from transport, storage post -delivery, handling or handling on site or for any reason not dependent on the supplier.

In order to assert its rights, the Purchaser must, under penalty of forfeiture of any action relating thereto, inform the Supplier, in writing, of the existence of defects within a maximum period of fifteen (15) calendar days from their discovery.

In any case, the Supplier will not grant any refund and will not accept any return of Products without having given its prior agreement and provided

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that the return is made in accordance with the conditions set by it and indicated to the Buyer.

Finally, the Purchaser cannot claim any compensation in the event of immobilization of its equipment.

### Article 9: Retention of title clause

In accordance with the law of May 12, 1980, our supplies remain our property until full payment by the Buyer (costs and interest included). However, the risks are transferred to the Buyer upon delivery.

Non-payment, even partial, authorizes the Supplier to recover the equipment from the Purchaser after formal notice with acknowledgment of receipt.

The right to claim will be exercised even in the event of judicial reorganization or judicial liquidation of the Buyer.

### Article 10: Force majeure

Force majeure means any event external to the Parties that is unforeseeable, irresistible and external in nature that totally prevents the performance of the obligation within the meaning of Article 1218 of the Civil Code.

Will be considered as a case of force majeure any event beyond the control of the Parties and not resulting from the violation, poor performance or non-performance of the contractual obligations of the Parties and in particular riots, wars, intervention or non-intervention of the government, acts of God, strikes, fires, accidents, lack of transportation, inability to obtain materials, government restrictions related to a health crisis or epidemic and other causes beyond the control of either other of the Parties.

The Supplier incurs no liability in the event of non-execution or delay in the execution of one of its obligations if this results from an event beyond its control and beyond its control.

The Supplier shall inform the Buyer as soon as possible of the existence of a case of force majeure.

In the event of force majeure, the Supplier shall have the option, at its discretion, either to cancel the agreement with the Purchaser, or to suspend delivery until the force majeure event ceases, without the Purchaser being able to claim damages.

### Article 11: Intellectual property rights

Unless specifically agreed, each of the Parties remains the owner of all intellectual and industrial property rights to its own creations.

These General Terms and Conditions of Sale do not grant the Parties any right to use or other trademarks, trade names, logos, packaging, designs, software, offers, distinctive signs or any other intellectual property rights belonging to the other party. .

Consequently, each Party is prohibited from carrying out any filing, registration or any other act which may constitute a right of such a nature as to cause an infringement or a risk of confusion with the trademarks, trade names, logos, packaging, drawings, software, offers, distinctive signs or any other intellectual or industrial property rights belonging to the other Party.

### Article 12: Attribution of jurisdiction

By express agreement between the Parties, these General Conditions of Sale and the resulting Purchase and Sale transactions are governed by French law.

They are written in French. In the event that they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

The application of the Vienna Convention relating to the international sale of goods is expressly excluded.

In the event of difficulties in the execution or interpretation of these presents, the Commercial Court of Lyon has sole jurisdiction, and French law will be applied.

### Article 13: Acceptance of the Buyer

These General Conditions of Sale are expressly approved and accepted by the Buyer who declares and acknowledges having perfect knowledge of them and therefore waives the right to rely on any contradictory document and, in particular, his own general conditions of purchase.