GENERAL TERMS AND CONDITIONS OF SALE

GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by SAFT to a Customer and to Purchase Orders received from a Customer and accepted by SAFT for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document of or communication from the Customer.

1.2. The Offer is open for acceptance within 30 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by SAFT in writing.

1.3. Descriptions and illustrations contained in SAFT's catalogues, brochures, price lists and other advertisements are for general information purposes only and Customer shall be deemed to have purchased the Products without reliance on such descriptions and illustrations.

2. DEFINITIONS

2.1. "Applicable Personal Data Protection Legislation" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and Law No. 78-17 of 6 January 1978 as amended by the Law of 6 August 2004 and by the Law of 20 June 2018 on information technology, files and freedoms ("LIL"), and any other applicable French or European regulations in this area.

2.2. "Customer" shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.

2.3. "Cyber Security Incident" shall mean any event with an impact, whatever its severity, to the Information System of either party, such as loss, unauthorized destruction, alteration, disclosure of, access to, data.

2.4. "Cyber Security Procedures" shall mean all technologies, processes, plans, procedures, and controls designed to protect the data and Information System from any Cyber Security Incidents.

2.5. "Information System" shall mean any information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

2.6. "Offer" shall mean an offer issued by SAFT that includes a quotation and/or a price list for the purchase of Products by Customer.

2.7. "Personal Data" refers to any information relating to an identified or identifiable natural person.

2.8. "Purchase Order" shall mean the written order issued by the Customer for the purchase of Products and acknowledged by SAFT in accordance with these Terms and Conditions.

2.9. "Products" shall mean the goods, materials or equipment and any part or component thereof supplied by SAFT and/or any work or services performed by SAFT pursuant to these Terms and Conditions.

2.10. "SAFT" shall mean any company of which SAFT GROUPE SAS holds directly or indirectly more than 50% of the capital.

2.11. "Terms and Conditions" shall mean these SAFT's General Terms and Conditions of Sale.

3. PRICE – PAYMENT

3.1. Unless agreed otherwise by the parties in writing, Products are invoiced at the prices applicable on the date when the Products leave SAFT's warehouses. The Customer and SAFT both agree that the Purchase Order is fair and equitable to the interest of the parties as at the date of the said Purchase Order.

3.2. Unless otherwise agreed in writing, all prices are given by SAFT on Ex-Works basis (ICC ® Incoterms 2020). Whenever SAFT agrees to deliver the Products otherwise than at SAFT's premises, Customer shall be liable to pay all SAFT's charges and duties in respect of carriage, freight, packaging, customs and insurance.

3.3. Payment for Products shall be made by the Customer within 30 days from the date of the invoice or as otherwise agreed between SAFT and the Customer.

3.4. The price is exclusive of any applicable value added tax or any other taxes and duties, including but not limited to sales, gross receipts, consumption, franchise, property or similar taxes imposed by any federal, state or local government which must be paid directly by the Customer, or which Customer shall be additionally liable to pay SAFT.

3.5. In case of late payment, any amount due and payable not paid by the due date shall be subject to interest pursuant mandatory French law; interest equal to three times legal interest rate in France payable on the day following the payment due date, combined, where appropriate, with a lump sum recovery fee. This amount shall be calculated on the overdue payments, with capitalization of interest. These penalties will accrue from the day following the payment date indicated on the invoice until the day of full payment of the amount due.

3.6. Should the Customer fail to fulfill its obligations of payment at the due date, SAFT reserves the right to cancel the sale within 5 days following notification to the Customer by registered letter or by e-mail with acknowledgement of receipt. This is without prejudice to any damages which may be claimed by SAFT.

3.7. Change in Laws: Change in Laws in the context of this clause means (a) the enactment of any new applicable laws, (b) the repeal, modification or re-enactment of any existing applicable laws, or (c) a change in the interpretation or application of any applicable laws (by any competent court or other authority), that occurs before or during the execution of the Purchase Order.

If a Change in Laws occurs during the execution of the Purchase Order, which results in an increase in costs to SAFT and/or causes SAFT to incur a liability, SAFT will not be liable and will be entitled to recover from the Customer such costs, losses or damages arising from such Change in Laws.

If a Change in Laws occurs which prevents, hinders or delays SAFT in the performance of all or part of its obligations under the Purchase Order, then:

- SAFT will not be in default of any of its obligations under this Purchase Order to the extent that such obligations are affected by such Change in Laws; and
- the Customer must not terminate this Purchase Order by reason of SAFT being prevented, hindered or delayed in its performance of all or part of its obligations under this Purchase Order by such Change in Laws.

The parties shall then meet to discuss in good faith whether an adjustment to the Purchase Order can be agreed to compensate the increased costs caused by the Change in Laws. If no agreement has been reached within sixty (60) days of the Change in Laws being notified to the Customer by SAFT, then either party shall be entitled to submit this dispute to the dispute resolution procedure provided under Section 14 of these Terms and Conditions.

Notification of Change in Laws: If SAFT wishes to claim relief on account of Change in Laws, it shall give notice to the Customer of such Change in Laws as soon as reasonably practicable and in any case no later than twenty (20) Business Days after becoming aware of such Change in Laws.

Each notice given by SAFT to the Customer pursuant to this Section shall specify:

- the Change in Laws in respect of which SAFT is claiming relief;
- the effects which such Change in Laws is having on SAFT's performance of its obligations under this Purchase Order (including but not limited to financial effects and impact on delivery schedule);
- the measures which SAFT is taking or proposes to take to overcome the impacts of the Change in Laws; and
- the estimated time SAFT needs to overcome the impacts of the Change in Laws and resume the performance of its affected obligations under this Purchase Order.

In case the Customer contests the time demanded by SAFT under this Section, the parties shall seek an agreement. In case the parties do not reach any agreement on this period within fifteen (15) business days following the receipt by the Customer of the notification provided under this Section, each party shall then be entitled to submit this dispute to the dispute resolution procedure provided under Section 14 of these Terms and Conditions.

4. DELIVERY

4.1. All Products will be suitably packed for shipment in accordance with SAFT's standard, unless otherwise requested by the Customer and agreed to in writing by SAFT.

4.2. SAFT shall do its best efforts to comply with the delivery date specified in the Purchase Order acknowledged and/or in the Offer. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. SAFT shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 13. If performance by SAFT is delayed by reason thereof, SAFT shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, SAFT is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either party but shall remain in effect as to the unaffected portion thereof, if any.

4.3. Delivery takes place in accordance with Ex-Works (ICC ® Incoterms 2020) at SAFT's facilities or as otherwise agreed in writing between the parties.

4.4. It is agreed between SAFT and Customer that the Products are shipped at the Customer's risk even if the shipping is done at SAFT's expense. Customer shall then take all necessary precautions including insurance to cover these risks.

4.5. The Customer shall perform a visual inspection at the receipt of the Products and notify SAFT any reservations within 24 hours.

4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to SAFT i) the invoice at the due date and, ii) 1% of the Purchase Order price per week for the Products storage at SAFT premises. Should Customer postpone delivery of any Product above 12 weeks from the scheduled delivery date, SAFT shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

5.1. SAFT retains full ownership of the Products until full payment of the selling price has been received.

5.2. Notwithstanding SAFT's retention of title, the risks related to the Products (including the risk of loss or destruction) shall pass to the Customer in accordance with Section 4.3 above.

5.3. Until full payment of the price, the Customer shall keep the Products separate from any other products and properly stored, protected, insured and identified as SAFT's property.

5.4. SAFT reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to return the Product on SAFT's first demand and bear all related expenses.

6. WARRANTY

6.1. SAFT warrants that the Products shall, for a period of one year from SAFT's delivery of such Products, be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification sheet of the Product. This warranty does not cover defects or failure caused by improper handling, storage, maintenance or repair or by any modification, misconnection, abuse, abnormal use of such Products (inter alia overloading or overcharging) or use not complying with SAFT's user manual provisions if any.

6.2. Warranty claims must be made to SAFT immediately after discovering the defect and within the warranty period or are forever waived.

6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been completed by the Customer or a third party. Unless otherwise agreed, the warranty shall not apply to the compliance of Products to Customer's needs. Should the Products warranty be breached, Customer's exclusive remedy against SAFT, and SAFT's sole obligation, shall be limited to, at SAFT's option, repairing or replacing the defective Products or refunding the purchase price of such defective Products. Customer shall at its own cost ship the alleged defective Products to SAFT. SAFT shall reimburse Customer for warrantable claims.

6.4. The Product shall be considered as defective if the failure may be duplicated by SAFT, it being understood that non conformity shall be determined by reference to the contractual specifications applicable to the allegedly defective Products.

7. INSTALLATION

7.1. Unless otherwise agreed in writing, all prices are exclusive of any installation or service Customer may require.

7.2. If SAFT is required to install the Products supplied hereunder at the Customer's premises, SAFT shall be under no liability whatsoever for damage incurred by the Customer, caused by SAFT, its agents or sub-contractors in installing the Products or for any consequential damages or purely financial loss howsoever caused.

8. INSPECTION & TESTS

8.1. Tests on the Products specified in the Offer will be performed by SAFT at its facilities.

8.2. If Customer requires tests other than those specified in the Offer, or if Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

9. LIABILITY

9.1. In no event SAFT shall have any liability for damages in an amount exceeding the purchase price of the related Products.

9.2. SAFT shall not have any liability for incidental, indirect or consequential damages arising out or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, loss of business opportunity or anticipated saving.

9.3. Unless otherwise agreed in writing with the Customer, SAFT shall not be liable for damages arising from the integration or the use of Products in a system or equipment (the "System"), on the design of which SAFT has no control. In such case, the Customer is solely liable for the System quality and reliability, as well as for necessary security device and shall indemnify SAFT against any demand, claim, action, decision, loss or damage arising from the use of the System which incorporates the Products.

10. INTELLECTUAL PROPERTY

10.1. Any and all intellectual property rights related to or in connection with the Products (including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, submitted with or in connection with SAFT's Offer or resulting from the performance of the Purchase Order by SAFT) is the property of SAFT. No license is granted by SAFT on the Products under these Terms and Conditions.

10.2. The Customer shall refrain from infringing upon SAFT's intellectual property rights (as defined Section 10.1) and shall not destructively test, disassemble, radiograph, reverse engineer or otherwise analyze any Products, without SAFT's prior written consent.

10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold harmless SAFT against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.

10.4. Customer shall promptly notify SAFT of any intellectual property claim related to the Products and shall give SAFT any assistance and information requested by SAFT for the defense of such intellectual property claim.

10.5. Unless otherwise agreed in writing, specific tooling designed and produced to manufacture Products designed by SAFT according to Customer's specifications shall remain SAFT's exclusive property.

11. CONFIDENTIALITY

Any information, data, know-how disclosed by SAFT shall at all times be treated by the Customer as strictly confidential and shall not without SAFT's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. RECYCLING

SAFT commits to recycle at the end of their life Nickel Cadmium batteries delivered under the Purchase Order. The spent Nickel Cadmium batteries shall be delivered by Customer at their expense to a national bring-back point approved by SAFT in order to ensure proper recycling.

13. FORCE MAJEURE

13.1. Force Majeure means any events beyond parties' control including without limitation, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.

13.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspended for an amount of time to overcome the Force Majeure event.

14. APPLICABLE LAW AND DISPUTES

These Terms and Conditions shall be governed by the laws of France without making reference to its conflict of law provisions. The parties expressly waive application of the 1980 Vienna Convention on the international sale of goods. Before referring to courts, the Parties undertake to use their best efforts to settle all disputes, controversies or differences between them with respect to the execution of the Purchase Order through amicable negotiations within thirty (30) days. Failing which, any action shall be brought by the parties within the exclusive jurisdiction to the courts within the jurisdiction of the Paris Court of Appeal (Cour d'appel de Paris). Nothing in this paragraph shall limit the right of SAFT to bring proceedings in any other courts of competent jurisdiction to the extent permitted by applicable law.

15. COMPLIANCE, ECONOMIC SANCTIONS AND EXPORT CONTROL

15.1. The parties shall comply with all applicable laws including but not limited to EU and US laws relating to anti-bribery and anti-corruption. The Customer shall not offer, promise or give any undue pecuniary, bribes or other advantage for any reason, whether in dealings with governments or the private sector.

15.2. The parties must execute the Purchase Order in compliance with export control and international economic sanctions laws or regulations that apply to the parties. Neither party shall be obliged to perform any obligation under the Purchase Order and these General Terms and Conditions if this would not be compliant with, in violation of, inconsistent with, or expose a party to punitive measures under any laws, regulations applicable to the parties relating to export control and/or international economic sanctions.

In this event, such Party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party may either:

(i) suspend the performance of the affected obligation under this Order until the Affected

Party may lawfully discharge such obligation or;
(ii) terminate the Order where the Affected Party may not lawfully discharge such obligation within 30 days from the date of the written notice.

Customer undertakes that the Products shall not be sold, directly or indirectly, to any country/person if it is in violation of export control or economic sanctions laws or regulations (including EU and US). It is prohibited to sell, export directly or indirectly any Saft product to Iran, Cuba, Syria, North Korea, Belarus, Russia as well as annexed and/or controlled territories in Ukraine (Crimea, Donetsk, Luhansk, Kherson and Zaporizhzhia). SAFT shall be excused from performance of any contractual obligation to the extent that such performance is prohibited under any export control or sanctions laws and regulations, without any liability whatsoever.

15.3 Customer shall procure that any third parties to whom the products from SAFT will be supplied are under the same obligations as set out in this Section 15 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance obligations.

16. PERSONAL DATA

16.1 In the context of the conclusion, execution, and management of the Order, each party may collect and process Personal Data of the representatives of the other party (including, but not limited to, signatories of the Order, operational contacts, legal contacts, administrative contacts, accounting contacts, etc.).

16.2 In the context of the conclusion, execution, and management of the Order, each party will act as a data controller.

16.3 Each party undertakes to: (i) collect and process the Personal Data of the representatives of the other party solely for the purposes of the conclusion, execution, and management of the Order; (ii) comply with the Applicable Personal Data Protection Legislation in the context of any collection and processing of Personal Data of the representatives of the other party; (iii) provide the other party with any information requested regarding the collection and processing of Personal Data of the representatives of that other party; (iv) cooperate with the other party in relation to any request to exercise the rights of access, rectification, objection, deletion, withdrawal of consent, limitation, and portability of the representatives of that other party concerned by the collection and processing of Personal Data; (v) delete the Personal Data of the representatives of the other party at the end of the Order, for any reason whatsoever, subject to extended retention in case of legal retention obligations or the right to retain evidence of the Order, its conclusion, or its execution.

16.4 In the event that the parties are required to process Personal Data in the context of the Order, outside the cases previously mentioned, a data processing agreement will be established between the parties.

17. CYBERSECURITY

17.1 Each party undertakes to:

17.1.1. implement appropriate Cyber Security Procedures and otherwise use reasonable endeavors to maintain its Cyber Security Procedures;

17.1.2. have in place appropriate Cyber Security Procedures to respond efficiently and effectively to any Cyber Security Incident; and

17.1.3. regularly review its Cyber Security Procedures to verify its application in practice, its compliance to the applicable laws and maintain and keep records evidencing said review.

17.2 Each party shall use reasonable endeavors to ensure that any third-party providing services on its behalf in connection with this Purchase Order complies with the terms of subclause 17.1.1 to 17.1.3.

17.3 If a party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's data and/or Information System, it shall promptly notify the other party.

17.3.1. If the Cyber Security Incident is within the Information System of one of the parties, that party shall:

17.3.1.1. promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

17.3.1.2. as soon as reasonably practicable, but no later than twelve (12) hours after the original notification, provide the other party with details of how it may be contacted and any information it may have which may assist the other party in mitigating and/or preventing any effects of the Cyber Security Incident.

17.3.2. Each party shall share with the other party any information that subsequently becomes available to it which may assist the other party in mitigating and/or preventing any effects of the Cyber Security Incident.

18. MISCELLANEOUS

18.3. Modification: SAFT reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.

18.4. Waiver: no failure or delay by SAFT or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right.

18.5. Assignment: the Purchase Order shall not be assigned nor transferred by the Customer without the prior written consent of SAFT.

18.6. Amendment:

18.6.1. Any modification to the Purchase Order shall be made only in writing and duly signed by SAFT and the Customer.

18.6.2. SAFT can revise these Terms and Conditions without notice to the Customer.

18.7. Nullity: if any provisions of these Terms and Conditions are declared null and void, the validity of the other provisions shall not be affected.