SAFT
GENERAL TERMS AND CONDITIONS OF SERVICES

1. GENERAL

1.1 These General Terms and Conditions of Services are applicable to all Offers submitted by SAFT to a Customer and to Purchase Orders received from a Customer and accepted by SAFT for the provision of a Service. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document submitted by Customer.

1.2 An Offer shall be valid for 30 days from the day it is issued 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 sales literature are for information purposes only and Customer shall be deemed to have purchased the Services 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 "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.

2.3 "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.

2.4 "Customer" shall mean the subscriber to the Services, the recipient of an Offer, or the party issuing a Purchase Order.

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 for the supply of services issued by SAFT that includes a quotation and/or a price list.

2.7 "On-Site Services" shall mean the installation, commissioning, preventive maintenance /remedial maintenance / upgrades, audit, and removal for replacement and/or recycling.

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

2.9 "Purchase Order" shall mean the written order issued by Customer requesting the provision of Services and acknowledged by SAFT in accordance with these Terms and Conditions.

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

2.11 "Services" shall mean any services offered by SAFT, including the remote supervision of the equipment operation parameters, whether on a punctual basis or in real time ("conditional analysis services"), of the diagnoses, of the recommendations, On-Site Services (as defined below), Stock Management, and Training.

2.12 "Spare Parts" shall mean the materials, components or equipment supplied by SAFT.

2.13 "Stock Management" shall mean the services consisting in the definition and enforcement of a stock management policy, including the supply of spare parts or components.

2.14 "Terms and Conditions" shall mean these SAFT's General Terms and Conditions of Services.

3. PRICE - PAYMENT

3.1 Unless agreed otherwise by the Parties in writing, the Services shall be invoiced at the agreed price, and 50% of the price shall be paid as an advance payment upon placing the Purchase Order. The balance of the price shall be invoiced once the Services are supplied.

3.2 Prices shall be revised every year on the anniversary date of the effective date of the Purchase Order in accordance with the formula agreed in writing between the Parties.

3.3 Unless agreed otherwise by the Parties in writing, all prices given by SAFT are expressed without VAT, and on an Ex-Works basis (ICC ® Incoterms 2020). Where the provision of a Service requires the transportation of a Spare Part between Customer site (as place of destination or shipment) and SAFT site (as place of shipment or

destination), Customer shall be expected to pay for any and all costs incurred by SAFT in respect of carriage, freight, customs, packaging and insurance.

Travel, food and accommodation expenses incurred by SAFT's employee (or its subcontractor's employee), shall also be excluded from the price and be payable by Customer.

3.4 Payment for the Services shall be made by Customer by bank transfer within 30 days from the date of the invoice or as otherwise agreed between SAFT and Customer. No discount shall be granted for an early payment.

3.5 SAFT reserves the right to demand guarantees of payment (in the form of a deposit or otherwise) when it considers there is a risk of non-recovery of sums invoiced in respect of the Services.

3.6 Prices shall be exclusive of all taxes and duties, which shall be payable by Customer to SAFT on top of the price.

3.7 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

3.8 Should de Customer fail to fulfil its obligations of payment at the due date, SAFT reserves the right to suspend or terminate the Purchase Order and any Services thereunder within 5 days following notification to 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.

3.9 Change in Laws: Laws in the context of this clause means all laws, statutes, treaties, judgments, ordinances, rules, regulations, by-laws, decrees, instruments, orders and the like, including the Sanctions Laws or any tax laws, whether of governmental or other authorities or agencies having jurisdiction over the parties or the Products. 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 18 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 18 of these Terms and Conditions.

4. PERFORMANCE DEADLINES

4.1 SAFT shall make its best efforts to comply with the dates and deadlines for performance / delivery, which are provided for in the Purchase Order. In the event of late performance / delivery, Customer undertakes not to terminate the Purchase Order, deduct a sum from the price of the Purchase Order, nor to modify / cancel / delay other pending Purchase Orders.

4.2 SAFT shall not be responsible for delays in performance / delivery that are attributable to causes that are beyond its reasonable control, including events of Force Majeure as defined in Section 15. If performance / delivery by SAFT is delayed for any reason thereof, SAFT shall notify Customer, and the date of intervention / delivery shall be deferred accordingly. If, for any one of those reasons, SAFT is unable to perform / deliver the accepted Purchase Order in whole or in part, the Purchase Order shall be deemed to be terminated without liability to either party. It is understood that, in the event of a partial termination, the part of the Order that has not been terminated shall remain in effect.

5. ACCESS TO CUSTOMER PREMISES

5.1 In the event of an intervention on a Customer site, Customer undertakes to let SAFT, or its sub-contractors, access the site at the hours agreed between the Parties.

5.2 Accordingly, Customer undertakes to give appropriate instructions to the security personnel and, if needed, to get any required authorisations.

5.3 Customer undertakes to provide SAFT with the internal regulations (réglement intérieur) applicable to the premises where SAFT or its subcontractor shall intervene.

5.4 Customer shall plan and provide all means required to comply with applicable safety rules when intervening. In this regard, Customer notably guarantees that a person authorised to carry out electrical work attends when SAFT intervenes. Said person shall also be able to take any required steps at soon as possible, to save SAFT's or its subcontractor's employee in the event of an accident.

5.5 In the event of illness or accident affecting an employee of SAFT or of one of its sub-contractors, Customer undertakes to provide the best possible assistance and the best possible medical treatment.

5.6 In the event of decease, Customer undertakes to provide assistance to SAFT in connection with the repatriation formalities carried out by SAFT.

6. MAINTENANCE

6.1 Tools, consumables, equipment

SAFT shall provide any tools, equipment or consumables that are necessary to provide the maintenance services.

Nevertheless, Customer shall allow SAFT to use any lifting and handling equipment, and individual tools, any personal protective equipment, any usual consumer goods, and any fluids, which exist on site.

6.2 Preventive Maintenance

Preventive maintenance shall be carried out under the conditions set out in the Purchase Order.

The Purchase Order shall specify the Spare Parts involved, the detail of the operations, the frequency, and the applicable price.

6.3 Remedial Maintenance

6.3.1 SAFT undertakes to get in touch with Customer as soon as possible after receiving notice in writing / on the phone, of an error affecting the Spare Part, to try and help Customer remedying the issue remotely.

6.3.2 In the event the recommended actions do not make it possible to solve the error, an initial error report shall be drawn up by SAFT and forwarded to Customer within the shortest delays after the notice.

Upon written request by Customer, SAFT undertakes to intervene on Customer's premises under the conditions set out with Customer.

Once the operations are completed, SAFT shall draw up an intervention report and disclose it to Customer. Recommendations shall be included in this report, if relevant.

7. STOCK MANAGEMENT

Spare parts shall be purchased by Customer in accordance with the management policy set out by SAFT, on request by Customer or in sufficient quantities and quality to make it possible for SAFT to provide the maintenance services

Customer subscribed to. Risks shall pass in accordance with the Ex-Works Incoterm (ICC ® Incoterms 2020).

Spare parts, or damaged components, which are sent to SAFT for repairing, shall remain Customer's property.

8. TRAINING

8.1 Training shall be conducted on the dates provided for in the Purchase Order, subject to the application of Section 4.2.

8.2 In the event of cancellation of the Training at Customer's initiative, a written notice of cancellation shall be received by SAFT at least 15 days before the scheduled date of the training session. SAFT shall repay the whole of the price.

If the notice of cancellation is received:

- between 15 days and 5 days before the scheduled date of the training session, 50% of the price shall remain owed;
- less than 5 days before the scheduled date of the training session, or if the trainees do not show up, 100% of the price shall remain owed;
- the part of the price, or the price as a whole, which is retained by SAFT under the aforesaid conditions, is a full and final lump-sum indemnity.

9. SPARE PARTS DELIVERY

9.1 All delivered Spare Parts shall be packed and packaged for shipping according to SAFT standards, unless provided otherwise between SAFT and Customer.

9.2 Unless provided otherwise between SAFT and Customer, terms of delivery shall be Ex-Works (ICC ® Incoterms 2020).

9.3 It is expressly agreed that shipment of the Spare Parts is at Customer's risk even if the shipping is done at SAFT's expense. Customer shall take all necessary precautions and any required insurance to cover these risks, at Customer's expense.

9.4 Customer shall perform a visual inspection at receipt of the Spare Parts shall notify SAFT any reservations within 24 hours. A failure to notify reservations within that time period shall be deemed an acceptance of the Spare Parts.

9.5 Should Customer postpone delivery any Spare Parts, then Customer will be required to pay the following to SAFT: (i) the invoice for the balance of the purchase price on its due date, and (ii) 1% of the amount of the Purchase Order per week during which the Spare Parts are stored on SAFT's premises. Should Customer postpone delivery of any Spare Parts above 12 weeks from the scheduled delivery date, SAFT shall have the right to deliver the Spare Parts to Customer and to invoice accordingly.

10. RETENTION OF TITLE

10.1 SAFT retains full title to the Spare Parts until full payment of the price has been received.

10.2 Notwithstanding SAFT's retention of title, the risks related to the Spare Parts (including the risk of loss or destruction), shall pass to Customer in accordance with Section 9.3 above.

10.3 Until full payment of the price, Customer shall keep the Spare Parts separate from its other products, and shall ensure the Spare Parts are properly stored, protected, insured, and identified as SAFT's property.

10.4 SAFT reserves the risk to reclaim the Spare Parts if the purchase price has not been paid on due date. In such a case, Customer undertakes to return the Spare Parts to SAFT on SAFT's first request, and to bear all related expenses.

11. WARRANTY OVER THE SPARE PARTS SUPPLIED AS PART OF SERVICES

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

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

11.3 This warranty is exclusive of any other warranties, express, implied or statutory; all other warranties (including, but not limited to, the warranties of merchantability or fitness for a particular purpose), are expressly excluded.

11.4 Should the Spare Parts 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 of the defective Spare Parts or refunding the purchase price of such defective Spare Parts.

11.5 Spare Parts shall be regarded 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 Spare Parts.

12. LIABILITY

12.1 In no event shall SAFT have any liability for damages in an amount exceeding the purchase price of the Purchase Order.

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

12.3 SAFT shall be deemed to be liable in the event an error appears within 6 months following an intervention by SAFT on an equipment.

12.4 SAFT undertakes to intervene on such equipment at its own expense to remedy such error, excluding any other remedy, indemnity or damages.

12.5 The presumption of liability shall not apply in the following situations:

- Inadequate operation by Customer;
- maintenance or repairs carried out by a person other than SAFT, under conditions that are not in conformity with SAFT's user manual;
- and more generally any event that is beyond SAFT's control.

13. INTELLECTUAL PROPERTY

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

13.2 However, a license for use of the literary and artistic property in the studies and audit reports drawn up when performing the Services shall be granted by SAFT to Customer for the sole purposes of their implementation in France and abroad and for the maximum duration of the applicable protection, unless the Parties agree otherwise. Customer undertakes not to reproduce, broadcast, adapt or modify them in any manner whatsoever.

13.3 Customer shall refrain from infringing SAFT's intellectual property rights (as defined in Section 13.1), and shall not destructively test, disassemble, radiograph, reverse engineer or otherwise analyse any Spare Parts in any manner, without SAFT's prior written consent.

14. CONFIDENTIALITY

Any information, data, know-how disclosed by SAFT shall at all times be treated by Customer as strictly confidential and shall not without SAFT's prior written consent (i) be used by Customer for any other purpose than the one for which the Services and Spare Parts are intended, and/or (ii) be communicated to third Parties.

15. FORCE MAJEURE

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

15.2 Should either party be prevented from performing its obligations by reason of Force Majeure as defined in Section 15.1 above, then such party shall not be liable for such non-performance and its obligations shall be suspended for an amount of time to overcome the Force Majeure event.

16. UNDECLARED LABOUR

SAFT certifies and warranties that it complies with any applicable laws and regulations relating to the fighting of undeclared labour, as defined in articles L. 8221-1 *et seq.* of the French Labour Code.

17. APPLICABLE LAW – DISPUTE RESOLUTION

These Terms and Conditions shall be governed by the laws of France without making reference to its conflict of law provisions. 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.

18. COMPLIANCE, ECONOMIC SANCTIONS AND EXPORT CONTROL

18.1 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.

18.2 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 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.

18.3 Customer undertakes that the Spare Parts 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). The Customer shall also ensure that its sub-distributors and agents will comply with such laws and prohibitions. 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.

18.4 Customer shall procure that any third Parties to whom the products (including but not limited to the Spare Parts) from SAFT will be supplied are under the same obligations as set out in this Section 18 such that all third parties down the supply chain, up to the end-user, are under the same strict compliance obligations.

19. PERSONAL DATA

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

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

19.3 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 Purchase Order, for any reason whatsoever, subject to extended retention in case of legal retention obligations or the right to retain evidence of the Purchase Order, its conclusion, or its execution.

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

20. CYBERSECURITY

20.1 Each party undertakes to:

20.1.1. implement appropriate Cyber Security Procedures and otherwise use reasonable endeavours to maintain its Cyber Security Procedures;

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

20.1.3. 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.

20.2 Each party shall use reasonable endeavors to ensure that any third-party providing services on its behalf in connection with this Contract complies with the terms of subclause 20.1.1 to 20.1.3.

20.3 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.

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

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

20.3.1.2. 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.

20.3.2. 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.

21. MISCELLANEOUS

21.1 Modifications

SAFT reserves the right, at any time, to make any technical improvements of the Services subject to an increase of price

21.2 Waiver

No failure or delay be SAFT or by 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.

21.3 Assignment – Subcontracting

A Purchase Order may not be assigned or transferred by Customer without the prior written consent of SAFT.

SAFT reserves the right to subcontract the provision of Services.

21.4 Amendments:

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

Saft can revise these Terms and Conditions without notice to Customer.

21.5 Nullity

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