

1. Scope and definitions

EQOS Energie Luxembourg S.à.r.l, limited liability company with a registered capital of €750.000, registered in the Luxembourg trade registry (RCS) under number B15850, headquartered in Foetz (L-3895), hereinafter referred to as "EQOS Energie".

These general terms and conditions of sale, hereinafter "GTCS" shall apply, as of right to any price proposal of EQOS Energie, hereinafter the "Order" or any Order placed with any construction company, services or supplies, hereinafter the "Customer" for the provisions of works, studies, services, or goods, hereinafter the "Services". The GTCS shall prevail over any other general conditions that may be opposed to them and it implies by right the renunciation of the Customer to take advantage of its possible general terms and conditions. The content of these general terms and conditions is enforceable as it appears on the EQOS Energie website and any changes these GTCS shall automatically apply to the contractual relations between the parties, if the Customer does not object in writing within three (3) business days of the issue of the EQOS Energie Offer.

2. The validity of the Offer

EQOS Energie shall draw up its offer and send it to the Customer for acceptance. The prices and deadlines indicated shall be bound for a period of two (2) months from the date of the Offer.

3. Offer acceptance and Order

The Offer shall be deemed accepted by the Customer when it is returned dated and signed to EQOS Energie with the mention "Good for Agreement" or when the Customer issues a written order in accordance with the Offer. Any order shall be agreed as valid only on receipt by EQOS Energie of a payment on account equal to 30 % of the amount of the order, excluding VAT. Any delay in the payment of this account shall delay the time for performance of the Services, to the exclusive detriment of the Customer.

4. The performance of the Services

The Services shall be carried out pursuant to the technical specifications provided by the Customer and practices for the profession. EQOS Energie may adopt the changes rendered necessary by imperative circumstances affecting the performance conditions (for example: changes in technical standards or laws and regulations) or contemplated by the setting of alternative and innovative solutions, without, however, affecting the important characteristics of the Services.

EQOS Energie may call upon subcontractors of its choice to perform all or part of the Services.

5. Deadlines for the performance of the Services

The deadlines for the performance of the Services shall not start running till the day on which all administrative approvals have been obtained and the advance has been paid by the Customer. EQOS shall not be held responsible for any failure and/or delay on the Customer's part in passing on the necessary technical documents for the performance of the Services. The performance deadlines shall be extended in the event of bad weather, strikes, force majeure or any other incident, which implies the delay of the performance of the Services.

6. Changes to the Services

Any increase in the nature and quantity of the Services shall be the subject to an Offer by EQOS Energie or an additional order by the Customer. In case of change in the nature of the Services or in the event of a variation of more or less 20 % in the volume of the Services compared with the original Offer, EQOS Energie shall reserve the right to review the unit prices. Should the Customer reject the new pricing conditions, the Parties may agree by mutual agreement to resolve the current Order(s), without prejudice to the payment by the Client of a compensation, set at 5% of the current Order(s).

7. Delivery place and time of materials and supplies

The delivery of the materials and supplies shall be made to the place stated on the order.

The unloading of the materials and supplies at the delivery place shall be insured exclusively under the Customer's liability unless it is carried out by EQOS Energie. EQOS Energie shall not be liable for the manufacturing, supplying and/or delivering delays of the materials and supplies required to carry out the works. EQOS Energie shall not be liable for any lack of conformity concerning the materials and supplies delivered, without being bound to any warranty or return.

8. Reception

The reception of the Services shall be confirmed by the Customer in attendance of EQOS Energie as soon as the Services have been completed.

The reception shall intervene as of right eight (8) calendar days after the date of the completion of the Services or, without such a finding, on the day on which the Customer shall take possession of the work. If the reservations are not made by registered letter with acknowledgement of receipt within eight (8) calendar days of the date of the completion of the Services, the reception shall be presumed to be made without reservations. No complaint about the quality of the Services performed shall be accepted.

9. Prices

The prices are quoted in euros, excluding taxes. The discounts and rebates shall be mentioned in the offer. Prices shall be increased, where appropriate, by VAT at the legal rate in force on the invoicing day. The prices shall be set according to prevailing economic conditions at the date of the offer. EQOS Energie shall reserve the right to review the unit prices in the case of unforeseeable circumstances of the Offer or the Order that results in the change of the economic conditions for the performance of the Services. Unless otherwise specified the prices shall not include the transportation and shipping costs. The Customer shall not to proceed to any deduction or withholding in return of a claim or request about suffering damages.

10. Payment

For a period not exceeding one month the Customer shall pay a deposit of 30 % at the time of the order; the balance shall be settled upon receipt of the Services thirty calendar days after the date of issue of the invoice.

For a duration of Services of more than one month the Customer shall pay a deposit of 30% at the time of the order; payments shall be made as the Services progress, within thirty calendar days of the issue date of the invoices; the balance shall be settled in full upon receipt of the Services.

The invoices shall be paid by bank transfer to the account of EQOS Energie France SAS opened at BIL under IBAN : LU02 0026 1005 1190 0000 – BIC : BILLLULL.

Any invoice not paid on the due day shall bear, by right and without formal notice, a six-monthly key interest rate of the European Central Bank (ECB), in effect, on 1 January, increased by 10 points per month, starting on the day after the target date.

Should the payment not be made by the due day, EQOS Energie shall reserve the right to suspend performance of the Services until payment in full.

11. Deadline and delay penalties

The execution deadlines shall be set out in the order or in the schedule attached to the order. In the case of the delay due to EQOS Energie, the Customer may request as late payment penalty 0.5 % of the order's amount excluding VAT per day of delay up to a limit of 5 % of the amount of the order excluding VAT. The late delivery of the materials and supplies required to perform the Services shall not be attributable to EQOS Energie.

12. Warrantee

The Services shall be covered by a twelve (12) month warrantee starting from the date of the Receipt. Subject to the conditions of the Reception section, EQOS Energie shall undertake throughout the guarantee period to repair the discrepancies observed and to remove defects, unless the discrepancies or faulty results are due to normal wear and tear or to neglect, lack of maintenance or monitoring, improper use from the Customer or a third party or in the event of deterioration coming from a change to the location of the works or supplies. The repair of the discrepancies shall not extend the guarantee period.

The warrantee shall not apply to materials and supplies, products, or parts provided by the Customer.

13. Responsibilities

The liability of EQOS Energie shall be limited to the direct damages directly attributable to it, capped at five (5) % of the amount excluding VAT of the order, and in full discharge of all other sanctions, penalties

and monetary damages. By no way, EQOS Energie shall not be held liable for any indirect or intangible damage that may be suffered by the Customer, such as operating losses, loss of business or profit, etc. EQOS Energie shall not be liable for any risks relating to the transport and storage of materials and supplies.

14. Termination

Any party may notify the termination of the order in the event of non-performance by one of the Parties of its obligations, after a formal notice to perform remains without effect, within 15 business days from the date of receipt of the registered letter.

Should the Order be terminated on the Customer's option, this one shall pay the amount of the performed Services. It shall compensate EQOS Energie for all the costs and expenses incurred in performing the Services up to the effective date of termination. Any advance payments and other payments already made shall be retained by EQOS Energie by way of compensation.

15. Force majeure

The obligations of the parties shall be suspended in the event of a force majeure, such as epidemics, fire, explosion, strike, uprising, civil war, storms, earthquakes, and impossibility to obtain materials. The impeded party must notify the other party within seven (7) calendar days following the force majeure event, of its incapacity to perform its Services. The parties shall take the necessary steps to limit the terms and effects. No party shall be liable to the other party for any breach or delay regarding the performance of its obligations following in the event of force majeure.

16. Intellectual property right

The studies, plans, designs, etc. included in EQOS Energies' documents or entrusted to it during the consultation phase or when submitting an offer remain the full and exclusive property of EQOS Energie; they may only be used or communicated to a third party with the written permission of EQOS Energie.

17. Use of the quotation

The quotation and the attached documents shall remain, under all circumstances, the company's property; they may only be used or transferred to a third party with the written approval of EQOS Energie, and they may be returned to EQOS Energie, without delay, if the Offer is not followed up.

18. Validity clause

Should one of the provisions of these GTCS be declared null pursuant to a law, a regulation or as a result of a court order, this provision shall be considered as severable from these GTCS, and therefore all other provisions shall remain fully valid.

19. Insurance

EQOS Energie shall certify that it is insured with a reputedly solvent insurance company that guarantees the results of the civil, and professional liability that it may incur in connection with the performance of the services provided.

Ethics and Corporate Social Responsibility

EQOS Energie is committed to a CSR approach and wishes to involve the Customer in the implementation of the principles of corporate social responsibility. In this respect, EQOS Energie is committed to :

- Ensuring satisfactory working conditions, guaranteeing the health and safety of employees through the implementation of a safety training plan and awareness-raising actions
- Adopting and respecting the "Rules that save" (Règles qui sauvent)
- Contribute to the shared knowledge of risks and the implementation of preventive measures by participating in safety visits and daily briefings,
- Be transparent and communicate to share good behaviour
- To preserve the environment and the natural surroundings, by reducing the environmental impact of its activities, reducing waste and reducing greenhouse gas emissions.

In addition, EQOS Energie will comply with all applicable laws and regulations, including anti-corruption and anti-money laundering laws, laws against child labour and any other form of forced or compulsory labour, and laws against concealed and illegal work. EQOS Energie

will not engage in any form of corruption and will ensure that the rights of its employees are respected, in particular the provisions of labour law. EQOS Energie undertakes to respect the principles laid down in the conventions of the International Labour Organisation (ILO) and in general international and national standards relating to fundamental human rights.

20. Data Protection General Regulation

The Customer and EQOS Energie shall comply with the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data and undertake to protect the security, confidentiality, and accuracy of the personal data processed by taking all precautions thereby required by maintaining the appropriate technical and organisational processes within their companies. These data are collected as part of the performance of the contract and are necessary to the delivery of the Supplies or required in order to comply with a legal obligation of the collector of personal data. These identifying data shall be processed by the legal and purchases departments tasked with the drafting of the subcontract and the order processing, by the operational department tasked with the monitoring of the supplies' delivery, by the quality, health, and safety department, and by the customer, if applicable. These data shall be kept throughout the duration of the contract and until the expiry of the Supplies' legal and contractual warranty. In accordance with the regulations applicable to personal data, the concerned individuals, whose data is collected have the right to access, rectify, erase or object to the collection of the data, and to the portability of their data. Any request may be sent to the EQOS Energies' Legal Department at, 4 rue des Artisans L-3895 FOETZ or to the national authority competent with the protection of personal data.

The responsible is EQOS Energie Luxembourg S.à r.l. 4 rue des Artisans L-3895 FOETZ, represented by Mr Henri MECHICHE, and Mr Pascal BRIER. Any request may be addressed to the Legal Department of EQOS Energie, 4 rue des Artisans L-3895 FOETZ or to the competent national authority concerning the protection of personal data.

21. Notices

Any notice or document delivery made as part of this Order shall be made either by registered mail with proof of receipt if expressly provided for, or, in the event that registered mail is not expressly provided for, by e-mail with proof of receipt, or, in the event that e-mail with acknowledgement of receipt is not provided for, by simple e-mail. The notice date is that of the acknowledgement of receipt.

22. Appeal and waiver

The failure or delay in the exercise of a right or appeal by EQOS Energie shall not be construed as a waiver by EQOS Energie of the exercise of that right. Even the partial exercise of a right or appeal does not limit the exercise of any other right or appeal provided for by law.

23. Applicable law and settlement of disputes

The Order is governed by Luxembourg law. The Parties shall attempt to settle amicably any dispute about the validity, understanding, performance or termination of these GTCP and/or any Order. They shall strive in good faith to reach an amicable solution prior to any litigation. Should such conciliation proceedings fail, the said dispute shall be finally and exclusively decided by the relevant courts and tribunals of Luxembourg, forty five (45) days after the start of the discussions, notwithstanding any plurality of defendants or any appeal in warranty, even for urgent, interim and summary proceedings or proceedings by request.