

**TERMS AND CONDITIONS OF SALE
VIGNAL SYSTEMS**

ARTICLE 1. ENFORCEABILITY

1.1. These general terms and conditions apply automatically to all sales of Products (hereinafter "Products") by VIGNAL SYSTEMS (hereinafter "VIGNAL SYSTEMS") to any professional purchaser (hereinafter "the Client") which approves and acknowledges being fully aware of them and thereby forfeits the right to cite any contrary document including its own conditions of purchase.

Consequently, the placing of an order implies the acceptance and full compliance without reservation of the Client with these general terms and conditions, to the exclusion of all other documents of the Client or VIGNAL SYSTEMS such as brochures, catalogues etc, which are only indicative.

1.2. No document other than these conditions can create obligations for the parties or derogate from these conditions unless they are signed in writing by the parties or are mentioned in the contract concluded in accordance with article 2.

1.3. The Client agrees that VIGNAL SYSTEMS may subsequently and reasonably change the present general conditions and that their relationship will at all times be governed by the conditions in force at the day of the order.

1.4. The French version of these general conditions shall prevail over any other version.

ARTICLE 2. CONCLUSION OF CONTRACTS

2.1. Any Client's order must be placed in writing (by email, EDI or letter) and mention the desired delivery address, billing address, order number, order date, references, amount and the specifications for Products. An order containing incomplete or incorrect information could result in errors or delays that could not be attributed to VIGNAL SYSTEMS. Orders that are sent to VIGNAL SYSTEMS are only accepted and the contract only concluded through the issue of an acknowledgement of receipt by VIGNAL SYSTEMS. In the event of estimates, the technical and commercial offer made by VIGNAL SYSTEMS is an offer to contract (hereinafter "Estimate"). The Estimate is valid for thirty (30) days from the date of issue unless otherwise stated. The contract is only concluded through the acceptance by the Client of the terms set out in the Estimate.

In practice, the Client expresses its consent by sending the signed Estimate by post or fax or by placing an order with specific reference to the Estimate.

2.2. The Client acknowledges and accepts that the minimum order amount is €600 VAT excl. In the event of an order below the amount of €600 VAT excl., the Client will be charged an additional sum of €30 VAT excl. as order processing costs.

2.3. The Client may not in any event by its own action cancel or modify the contract concluded under conditions set above (hereinafter the "Contract"). In any event, any Contract duly concluded under conditions set above must be paid for on the agreed date.

2.4. The profit of the Contract is personal to the Client and cannot be transferred in any manner whatsoever without the prior written consent of VIGNAL SYSTEMS.

2.5. No Product may be returned to VIGNAL SYSTEMS without its prior consent. In the event of acceptance, transport costs will be borne solely by the Client, unless otherwise agreed by VIGNAL SYSTEMS. After reaching an agreement concerning the return, VIGNAL SYSTEMS will only establish a

credit if it receives the Products in perfect condition and after verification and acceptance by VIGNAL SYSTEMS.

ARTICLE 3. PRICES – PAYMENT

3.1. The prices are given in the Contract. Prices do not include taxes, are in euros, according to the applicable Incoterm (ICC 2020) in accordance with Article 4.

3.2. Prices are subject to change without notice, in particular because of currency fluctuations or any other factor that could have an impact on the price of raw materials or labour. VIGNAL SYSTEMS will inform the Client of this. The prices as modified will be applicable to future orders of the Client.

3.3. Unless otherwise indicated in the Contract, a deposit, the amount of which is defined in the Contract, if is required at the date of conclusion of the Contract. Performance of the Services is suspended until full payment of such deposit. The remaining balance shall be paid in accordance with the following conditions

3.4. All invoices issued by VIGNAL SYSTEMS are payable at its headquarters, net, within a deadline which, unless otherwise provided in the Contract, is thirty (30) days from the date of issue of the invoice. Unless otherwise provided in the Contract, no discount is due by VIGNAL SYSTEMS in the event of advance payment.

3.5. Invoices are payable by bank transfer, check or magnetic bill of exchange.

3.6. VIGNAL SYSTEMS reserves the right to adapt the terms of payment applicable to the Client's financial situation and/or make the performance of current orders subject to the provision of additional guarantees or advance payment of the Products.

3.7. The Client may not allege any reason whatsoever to extend or change the terms of payment, including a dispute over the quality or non-compliance of Products or late delivery.

3.8. Any invoice that is due but not paid in its entirety by the Client will automatically impose on the latter, without any notice of default being required (i) a lateness penalty at the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points, (ii) the payment of an allowance of € 40 payable in respect of recovery costs, (iii) the immediate payment of all invoices not yet due, (iv) payment before any delivery of orders accepted in accordance with provisions of article 2. VIGNAL SYSTEMS shall also be entitled to cancel orders, without prejudice to claiming damages and/or termination of the Contract.

3.9. FURTHERMORE, IN THE ABSENCE OF DISPUTE RAISED BY THE CLIENT REGARDING THE INVOICE, AND IN THE ABSENCE OF PAYMENT AFTER A FORMAL NOTICE REMAINING UNSUCCESSFUL DURING FIFTEEN (15) DAYS, THE CLIENT WILL BE HELD LIABLE OF A PENALTY CLAUSE EQUAL TO 20% OF THE AMOUNT OF THE LITIGIOUS CONTRACT VAT EXCL., IN ADDITION TO THE PAYMENT OF THE UNPAID INVOICE AND THE ABOVE PENALTIES FOR DELAY.

ARTICLE 4. DELIVERY

4.1. Unless otherwise provided in the Contract, for deliveries in metropolitan France, the Products are delivered to the Client according to Incoterm EXW (ICC 2020) premises of VIGNAL SYSTEMS. Transport of the Products is performed at the risk of the Client. Thus if VIGNAL SYSTEMS takes

over the transport to the place indicated on the Contract, it is only as an agent of the Client. Shipping fees will therefore be invoiced in full to the Client

4.2. By exception to the above, in the event of deliveries outside metropolitan France, the Products are delivered to the Client according to Incoterm FCA (ICC 2020) premises of VIGNAL SYSTEMS. In this case, delivery is duly made once the Products have been loaded onto the means of transport provided by the Client. From the delivery, transport of the Products is performed at the risk of the Client. So, if VIGNAL SYSTEMS takes over the transport to the place indicated on the Contract, it is only as an agent of the Client. Shipping fees will therefore be invoiced in full to the Client. Export customs clearance formalities required by the exporting country (export license, authorisation concerning export security, any official authorisation, etc.) are of VIGNAL SYSTEMS's liability. Furthermore, the various permissions required by any transit country and the import country (import licence, authorisation currency transfer...) must have been obtained by the Client prior to any delivery.

4.3. Delivery deadlines are for illustrative purposes only and the Client will not be entitled to claim on this basis the cancellation of the Contract, penalties or compensation and/or refusal of payment of the price or instalments under the Contract.

4.4. If the Client does not collect the Products within the time limit, a daily allowance equal to 5% of the net amount of the order will be due as from the 5th business day of delay. The Contract will be automatically terminated and any deposit paid will be retained by VIGNAL SYSTEMS, as compensation, as well as the full price due if the Products are not collected within 30 days after VIGNAL SYSTEMS sends notice of their availability.

4.5. If the Client, on delivery, finds obvious defects (missing items or damage), it will immediately notify its reservations to the carrier on the delivery documents, even if shipment was made at the risk and expense of VIGNAL SYSTEMS. These reservations must be confirmed to the carrier by registered letter with acknowledgment of receipt or by any other appropriate written means no later than three (3) business days after delivery. A copy of this letter shall be sent to VIGNAL SYSTEMS.

ARTICLE 5. WARRANTIES – LIABILITY

5.1. It is the Client's duty to transmit its needs to VIGNAL SYSTEMS and to make sure that the characteristics agreed comply in full to its expectations. The Client is deemed to be completely familiar with Products that it acquires and acknowledges that it has been able to obtain information related to those ordered and that it has understood that information. The Client, solely, determines the destination and use of the Products. Any Client request to change the specifications in relation to the offer made by VIGNAL SYSTEMS will be made at the sole responsibility of the Client.

VIGNAL SYSTEMS can under no circumstances be held liable to the Client when Products delivered are consistent with those ordered. Compliance with the order is assessed by reference to the Contract.

The Client is also responsible for implementing and installing the Products in accordance with the standards, good practice and safety regulations of the country of destination.

5.2. Guarantee
Products being bought and resold by VIGNAL SYSTEMS, the warranty applicable, if any, is that of

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the manufacturer of the Products that VIGNAL SYSTEMS markets. To be entitled to claim the guarantee, the Client must notify VIGNAL SYSTEMS without delay and in writing of the defects attributed to the Products and provide all appropriate documentation of their existence. It shall enable VIGNAL SYSTEMS to ascertain their existence.

5.3 Liability

Subject to the following, compliance with the rules and standards in terms of labelling and marking of Products in force in the country of importation is the sole responsibility of the Client.

VIGNAL SYSTEMS cannot be held liable in the following cases:

- In the event of alteration or denaturing, by the Client or his agents, of all or part of the packaging, markings, numbers etc. as they exist at the time of delivery,
- In the event of sale of Products without their original packaging,
- In the event of the use of any Product which has undergone any alteration or denaturation of any kind,
- In the event of a defect arising from:
 - o goods supplied by the Client,
 - o modification of the specifications of the Products imposed by the Client,
 - o fortuitous events or force majeure,
 - o normal wear and tear of the Products,
 - o negligence, in particular in the storage of the Products,
 - o use of the Products which does not comply with the conditions of use appearing in the technical documentation, or which does not comply with VIGNAL SYSTEMS prescriptions or with uses, laws and regulations in force,
 - o repairs, alterations, interventions or modifications carried out on the Products without the prior written consent of VIGNAL SYSTEMS,
 - o failure in the implementation of the process for using the Products or lack of maintenance of the Products.

VIGNAL SYSTEMS assumes no other guarantee obligation than that stated above. In particular, VIGNAL SYSTEMS can never guarantee performance or the suitability of the Products for a particular purpose, if this point is not expressly mentioned in the Contract.

In the event of doubt about the interpretation of a clause or in the absence of a reference to determine the precise extent of the obligations of VIGNAL SYSTEMS, the Client acknowledges that the obligations of VIGNAL SYSTEMS will be understood as obligations of means.

VIGNAL SYSTEMS may at any time block an action for damages by the achievement of compliance or replacement of a defective or non-conforming Products.

IN ANY CASE, SUBJECT TO THE CASE OF GROSS FAULT OR WILFUL MISCONDUCT, IN NO EVENT WILL THE LIABILITY OF VIGNAL SYSTEMS EXCEED THE AMOUNT PAID BY THE CLIENT IN CONSIDERATION OF PRODUCTS

Unless otherwise provided in the Contract, VIGNAL SYSTEMS will not be liable for loss or damage to the materials or products which are entrusted to it, unless it is found that there has been a serious breach of the rules of prudence and diligence normally required for the implementation of the process for using the Products.

VIGNAL SYSTEMS will in no event be liable for any consequential and/or indirect damages, including but not limited to loss of business, loss of customers, business loss, data loss, non-pecuniary or commercial damage or damage to brand image that the Client may suffer.

Any dispute by the Client in respect of the proper execution by VIGNAL SYSTEMS of its contractual obligations must be substantiated and be the subject of a registered letter with acknowledgment of receipt addressed at the latest within a year of the alleged breach. Failure to do so constitutes a waiver by the Client of the right to complain about the proper performance by VIGNAL SYSTEMS of its contractual obligations.

ARTICLE 6. RETENTION OF OWNERSHIP
TRANSFER OF OWNERSHIP OF PRODUCTS TO THE CLIENT IS SUBJECT TO THE ACTUAL PAYMENT OF THEIR FULL PRICE IN PRINCIPAL, INTEREST AND ACCESSORIES.

The Client undertakes to ensure that the Products delivered are at all times identifiable after delivery. In the event that the Products concerned have been resold by the Client, VIGNAL SYSTEMS expressly reserves the right to the sales price not yet paid by the purchaser for the full amount of debt on its claim against the Client.

ARTICLE 7. CONFIDENTIALITE – PROPRIETE INTELLECTUELLE

7.1. Both Parties shall treat as strictly confidential and shall be prohibited from disclosing any information, data, formula or concept belonging to or about the other party that are made available in any form (written, oral, or magnetic, electronic or IT media, and so on) under the Contract (hereinafter referred to as "Confidential Information") for a period of cinq (5) years from the termination of the Contract. Neither Party shall disclose Confidential Information about the other to a third party without such other party's express written consent, and shall only use Confidential Information for the purpose of performing the Contract. Each party shall treat Confidential Information with the same degree of care as it would use in respect of its own Confidential Information.

The Confidential Information shall not include information that (a) is generally available to or known by the public, (b) was previously known to the recipient, (c) has been developed independently by the recipient outside the scope of the Contract, (d) is lawfully disclosed by a third party, or in evidence given before a competent authority.

The parties shall take all necessary steps with regards to their staff and partners to ensure that the above obligation is observed and shall be held liable for breach of this undertaking.

7.2. Unless otherwise provided in the Contract, the Contract does not entail any assignment whatsoever of the intellectual property rights attached to Products performed for the Client. VIGNAL SYSTEMS shall own the intellectual property rights relating to the Products performed according to the Contract. All plans, documents and technical data, records, samples or other documentation delivered to the Client in connection with the performance of the Contract by VIGNAL SYSTEMS and, where appropriate, the intellectual property rights associated with them will remain the exclusive property of VIGNAL SYSTEMS. Consequently, the Client only acquires, by paying the price as agreed in the Contract, the right to use

the results of Products which may be protected under VIGNAL SYSTEMS's intellectual property rights. The Client may not, under any circumstances, grant and/or assign this right to use the results of Products to a third party. For any other use, the Client and VIGNAL SYSTEMS shall define the terms and conditions of such use, in particular the financial ones. Thus, the Client undertakes not to use, exploit, represent and/or reproduce VIGNAL SYSTEMS's intellectual property rights without its express consent, and undertakes in particular not to carry out reverse engineering on the Products.

As an exception to the above, the Client is entitled to use the images of the Products according to the terms and conditions set out in Appendix 1.

7.3. The Client declares that he is fully aware of the importance of the intellectual property rights attached to the Products and to the plans, documents, technical data, instructions, samples, or any other document which is provided to him in the context of the execution of the Contract, and recognizes that the unauthorized use, exploitation, representation, and/or reproduction of these intellectual property rights is likely to seriously harm the commercial and/or industrial interests of VIGNAL SYSTEMS and thus cause irreparable and significant damage.

THUS, IN THE EVENT OF THE UNAUTHORIZED USE, EXPLOITATION, REPRODUCTION, AND/OR REPRESENTATION OF THESE INTELLECTUAL PROPERTY RIGHTS BY THE CLIENT, VIGNAL SYSTEMS CAN REQUIRE FROM THE CLIENT THE PAYMENT, AS A PENALTY CLAUSE, OF AN INDEMNITY EQUAL TO TWO HUNDRED THOUSAND (200,000) EUROS, WITHOUT PREJUDICE TO THE POSSIBILITY FOR VIGNAL SYSTEMS TO REQUEST REPAIR OF THE DAMAGE SUFFERED.

7.4. The Client guarantees that all elements submitted to VIGNAL SYSTEMS in relation to the performance of Products do not infringe third party's intellectual property rights. The Client guarantees VIGNAL SYSTEMS against all consequences (including cost of procedure, lawyer's fees, damages, penalties, etc.) in case VIGNAL SYSTEMS's liability is claimed by third party.

7.5. The Client authorizes VIGNAL SYSTEMS to use its name and logo as a commercial reference.

ARTICLE 8. PERSONAL DATA

8.1. The Client approves and acknowledges that for the performance of the Contract, VIGNAL SYSTEMS may store, process and use data indicated in the order for processing of this order in accordance with provisions of the data protection regulations.

The Client is invited to visit the following website: <https://www.vignal-group.com/fr/p-donnees-personnelles.html> to have more information on the VIGNAL SYSTEMS's privacy policy.

8.2. Between themselves, each Party is solely liable for any prejudice resulting from any breach of its obligations as regards to data protection regulation.

ARTICLE 9. FORCE MAJEURE

9.1. In the first instance, any case of force majeure, as defined in article 1218 of the French Civil Code, will suspend the obligations of the parties. On the occurrence of such an event, the parties will endeavour in good faith to take all reasonable steps to continue the Contract. If the force majeure persists for more than thirty (30) days, the Contract may be terminated by VIGNAL SYSTEMS, without any right to compensation for the Client.

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9.2. The following are expressly regarded as cases of force majeure: lockout, lockdown, strike, epidemic, pandemic, embargo, accident, breakdown of machinery or equipment, excessive heat, moisture or coldness, exceptional weather, natural catastrophes, fire, flooding, interruption or delay in transportation, inability to procure supplies or defects in raw materials, or any other event beyond the control of VIGNAL SYSTEMS, leading, in particular, to total or partial stoppage in VIGNAL SYSTEMS, its suppliers or subcontractors, or making production impossible or unreasonably expensive or the total or partial blockage of means of communication, including networks.

ARTICLE 10. TERMINATION

VIGNAL SYSTEMS is entitled to terminate the Contract by rights, by registered letter with acknowledgement of receipt:

- in case of non-performance by the Client of all or part of its obligations, in particular its obligation to pay, its confidentiality obligation, respect of VIGNAL SYSTEMS's intellectual property rights, and more generally performance of the Contract in good faith, thirty (30) days after issuing formal notice by registered letter with acknowledgement of receipt, to no avail and stating expressly its will to invoke such provisions, without prejudice to any direct or indirect damages it may claim due to early termination of the Contract;
- in case of a deterioration in the Client's financial or commercial situation, that may result in non-payment.

If the breach is not capable of remedy (termination is due to the breach of a "not to do" commitment), no prior written notice is needed, and the Contract is terminated at the date of receipt of the recommended letter notifying the termination.

In the event of termination of the Contract, VIGNAL SYSTEMS shall be released from its obligation to perform. It shall return any amounts paid by the Client for orders not yet filled, unless the termination is due to an offence by the Client. VIGNAL SYSTEMS shall not be required to pay any compensation to the Client.

ARTICLE 11. SUBCONTRACTING AND PROVISION OF PERSONNEL

In order to successfully complete its missions, VIGNAL SYSTEMS may employ subcontractors of its choice and/or personnel made available to it in accordance with Articles L. 8241-1 et seq. of the French Labour Code.

ARTICLE 12. NON-SOLLICITATION OF PERSONNEL

The Client undertakes not to recruit or employ through an intermediary any employee of VIGNAL SYSTEMS who took part in the performance of the Contract, without the prior written agreement of VIGNAL SYSTEMS, even if the employee carries out the initial solicitation. This commitment remains in force throughout the duration of the Contract and, except as otherwise provided, for a period of one (1) year from its termination on any grounds whatsoever.

Should the Client not comply with such provision, it undertakes to cure the damage suffered by VIGNAL SYSTEMS by paying a lump sum equal to the gross wages paid to the employee during the twelve (12) months preceding its leave.

ARTICLE 13. APPLICABLE LAW – SETTLEMENT OF DISPUTES

13.1. All provisions contained in these general conditions and all contractual transactions contemplated in them are subject to French law, to the exclusion of any international convention.

13.2. In the event of a dispute in relation to these general conditions and/or the operations referred to therein, of any nature whatsoever and in particular related to their interpretation, execution, validity or termination, the Parties agree to attempt to settle their disputes amicably. In practice, the most diligent Party must inform the other Party of the existence, nature and characteristics of this dispute by registered letter with acknowledgment of receipt, as soon as possible. From the receipt of the said letter of notification of the dispute, the Parties must meet in order to find an amicable solution to the said dispute, without the possibility for one or the other of the Parties to seize the judge for a period of sixty (60) days from the notification of the dispute. During this period, the Parties must continue to perform the Contract under the conditions initially agreed.

13.3. ANY DISPUTE WHICH IS NOT AMICABLY SETTLED WITHIN SIXTY (60) DAYS FROM NOTIFICATION BY THE MOST DILIGENT PARTY, WILL BE REFERRED SOLELY TO THE JURISDICTION OF LYON, WHICH IS EXPRESSLY ACCEPTED BY THE CLIENT.

ARTICLE 14. GENERAL PROVISIONS

14.1. If VIGNAL SYSTEMS does not require performance at a given time of any of the provisions of the present general conditions, it cannot on any account be deemed to have waived its right to require performance subsequently, in particular if it does not request an overdue payment.

14.2. If one of the clauses is cancelled, this does not affect the validity of the other clauses hereof.

14.3. In case of a dispute, the parties agree to accept faxes and emails as original documents that may be used as evidence, and undertake not to contest this means of proof, unless they dispute their authenticity.