

1. Field of application and definition

EQOS Energie Luxembourg Sarl (hereinafter "EQOS Energie"), a limited liability company under Luxembourg law, is registered in the Luxembourg Company and Business Register under number B15850, and headquartered at 4 rue des Artisans, FOETZ (L-3895). These General Conditions of Sale, hereinafter "GCS", apply ipso jure to any tariff proposal from EQOS Energie, hereinafter "the Offer", or any order placed with EQOS Energie, by any company offering work, services or supplies, hereinafter "the Client" with a view to the provision of works, surveys, services or supplies, hereinafter "the Services". These GCS prevail over any other general conditions that may conflict with them and ipso jure require the Client to waive seeking to apply any of its own general conditions. These general conditions are enforceable in their wording as they appear on the EQOS Energie website, all amendments being applicable ipso jure to the contractual relations between the parties in the event of the absence of a written response from the Client within three (3) working days following the issue of the Offer by EQOS Energie.

2. Validity of the Offer

EQOS Energie produces its price Offer and sends it to the Client for acceptance. Prices are valid for a period of two (2) months from the date indicated in its price Offer. At the end of this period, EQOS reserves the right to update its prices.

3. Acceptance of the Offer and Order

The Offer is deemed accepted by the Client once it is returned, dated and signed to EQOS Energie marked "Bon pour accord" [Agreed] or when the Client issues a written order matching the price Offer. Any order will only be considered valid on receipt of payment of an advance of 30% of the total order value excluding taxes. Any delay in the payment of this advance will delay the performance of the Services by the same period, on grounds of fault by the Client alone.

4. Service performance

The Services will be performed in accordance with the technical specifications provided by the Client and best professional practice. EQOS Energie may make modifications to the Services which are rendered necessary by unavoidable circumstances such as a change of technical standards or manufacturing methods, legislative and statutory provisions affecting the conditions for the performance of the contract without however affecting the essential characteristics of the Services which are the subject of the contract.

EQOS Energie reserves the right to use the sub-contractors of its choice to perform all or part of the supplies, services and works which are the subject of the Order.

5. Turnaround times

In the absence of stipulations to the contrary, the turnaround times for performance of the Services are given as an indication only.

The performance times commence only on the day when all administrative permits are obtained and the advance is paid by the Client. EQOS Energie cannot be held responsible for any failure and/or delay by the Client in the provision of the technical documents necessary for the performance of the Services.

The turnaround times will be extended in the event of bad weather, strikes or any other incident having the effect of delaying the performance of the Services.

6. Modification of the Services

Any increase in the scope or any modification to the nature of the Services must be the subject of an Offer by EQOS or an additional order by the Client. In the event of a change in the nature of the Services, or in the event of a variation of around 20% of the volume of the Services in relation to the initial Offer, EQOS Energie reserves the right to review the unit prices. In the event of the Client's rejection of the new tariff conditions, the Parties may, by mutual agreement, agree to cancel the Order or Orders in progress, without prejudice to payment by the Client of an indemnity set at 5% of such Order or Orders in progress.

7. Place and period of delivery of materials and supplies

Deliveries of materials and supplies will be made to the place indicated in the order.

The unloading of materials and supplies at the place of delivery is under the sole responsibility of the Client, unless handled by EQOS Energie.

EQOS Energie is not responsible for delays in manufacturing, supplies and/or the delivery of materials and supplies necessary for the performance of the Works. EQOS Energie is not liable for conformity defects relating to materials and supplies delivered and is not liable for any guarantee or return.

8. Acceptance

Acceptance of the Services is pronounced by the Client in the presence of EQOS Energie on completion of the Services. It will take place, ipso jure, eight (8) calendar days after the documented date of completion of the Services or in the absence of such documentary evidence, on the day when the Client or the Principal takes possession of the work.

In the absence of reservations sent within eight (8) calendar days following the date of completion of the Services by recorded delivery mail with acknowledgment of receipt, acceptance is presumed to be pronounced without reservations and no claim in respect of the quality of the Services provided will be accepted.

9. Prices

Prices are in euros, excluding taxes. The Offer mentions any discounts and rebates agreed. The prices are increased, if applicable, by VAT at the legal rate in force on the date of invoicing. The prices are established in accordance with the economic conditions in force on the date of the Offer. EQOS Energie reserves the right to review the unit prices in the event of any unforeseen circumstances subsequent to the Offer or the Order, leading to a change in the financial terms of the Service performance.

In the absence of any mention to the contrary, the prices indicated do not include the cost of transport and delivery. The Client cannot make any deduction or retention as a counterclaim or file any claim or action for compensation of damage or losses sustained.

10. Payment

In the absence of specific conditions, payment for the works will be made as follows:

For a period of works not exceeding one (1) month, an advance of 30% will be paid with the order; the balance will be paid on completion of the works, thirty 30 calendar days from the date of receipt of the invoice.

For a period of works exceeding one (1) month, an advance of 30% will be paid with the order; payments will be made as the works progress, within a period of thirty 30 days from presentation of statements by EQOS to the client. The balance must be paid in full on completion of the works on presentation of the final statement. Invoices are to be paid by bank transfer to the account of EQOS Energie Luxembourg Sarl opened with the Banque Internationale à Luxembourg (BIL) with IBAN reference LU02 0026 1005 1190 0000 and BIC code BILLULL.

Any invoice not paid on its due date will bear interest of 1.5% per month, ipso jure and without formality, from its due date until full payment. In addition, the invoice will be increased by a lump sum indemnity corresponding to 20% of the unpaid balance. This indemnity is due ipso jure, without prior notice, by the simple fact of non-compliance with the due date.

Should payment not be made on the due date, EQOS Energie reserves the right to suspend the performance of its Services until payment is made in full.

11. Turnaround time and penalties for delay

The performance completion times are set in the order or in the timetable attached to the order. In the event of delay attributable to EQOS Energie, the Client may request by way of full and final compensation a lump sum comprising 0.5% of the total order amount excluding taxes per day of delay up to a limit of 5% of the total order amount excluding taxes.

Delays in the delivery of materials and supplies necessary for the performance of the Services cannot be attributed to EQOS Energie.

12. Guarantees

The Services are subject to a guarantee of twelve (12) months with effect from Acceptance. Subject to the terms of the Acceptance article, EQOS Energie undertakes, throughout the guarantee, to compensate for discrepancies established and to remedy imperfections, except if the discrepancies or defective results are the consequence of normal wear and tear or negligence, lack of maintenance or care, non-compliant usage by the Client or the actions of a third party or, in the case of damage, resulting from a change in the purpose of the works or supplies. Compensation for discrepancies does not have the effect of extending the guarantee period.

The guarantee does not apply to materials and supplies, products or parts provided by the Client or any other supplier.

13. Liabilities

The liability of EQOS Energie is limited to direct losses, directly attributable to it, to a maximum of five (5)% of the total order amount excluding taxes.

All penalties or damages paid are classified as liquidated damages exclusive of any other sanction.

Under no circumstances will EQOS Energie be held liable for indirect or consequential losses incurred by the Client, such as operating losses, loss of business, loss of profits, etc..

The transport and storage of materials and supplies are at the risks and perils of the Client.

14. Cancellation

In the case of cancellation of the Order by the Client, the Client is obliged to pay the cost of the Services performed and indemnities

EQOS for all costs and expenses incurred by EQOS for the performance of the Services until the effective date of cancellation. In the case where the Client does not comply with the provisions of the present GCS, EQOS may, ipso jure, cancel all or part of the Order, without its liability being engaged and without prejudice to its rights. Advances and other payments already made will remain earned by EQOS Energie in the context of an indemnity, without prejudice to possible damages.

15. Force majeure

The obligations of the parties are suspended in the event of force majeure, such as fire, explosion, strike, uprising, civil war, epidemic, storm, earthquake or when it is impossible to obtain materials.

The prevented party must notify the other party within seven (7) calendar days following that event, that it is unable to perform the Services; the parties will do everything necessary to limit the duration and the effects of the event. No party will be liable with respect to the other party for any failure or delay in the performance of its obligations due to a case of force majeure.

16. Intellectual property rights

The studies, plans, drawings, etc. appearing in our documents or shared for the purpose of consultation remain the full and exclusive property of EQOS Energie; they can only be used or communicated to a third person with the written permission of EQOS Energie.

17. Use of the estimate

The estimate and any enclosed or attached documents remain, in all circumstances, the property of the company; they may only be used or communicated to a third person with the written permission of EQOS Energie and may be returned to it, without delay, if the company's proposal is not accepted.

18. Validity clause

If one of the provisions of these General Conditions of Sale is declared null and void in application of a law or a regulation or following a legal decision, this provision is considered as severable from these general conditions; consequently, all other provisions will remain valid in full.

19. Insurance

EQOS Energie attests that it is insured with an insurance company known to be solvent, covering the consequences of the civil and professional liability that may be incumbent on it in the context of performance of the works and services.

20. Social clause

EQOS Energie undertakes to comply with all legislations and regulations in force and in particular the laws on anti-corruption and money laundering, against child labour and against undeclared and illegal employment. EQOS Energie refrains from engaging in any form of corruption and will ensure respect for the rights of its employees and in particular the provisions on employment law.

21. General Regulation on Data Protection

The Client and EQOS Energie comply with (EU) Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and undertake to protect the security, confidentiality and integrity of personal data for which processing is carried out, with all requisite precautions, by maintaining technical and organisational measures within their respective companies.

EQOS Energie may need to collect identification data for its sub-contractors' employees and police records if appropriate. Processing of personal data is managed by EQOS Energie Luxembourg Sarl, 4

rue des Artisans L-3895 FOETZ, represented by Messrs Henri Mechiche and Pascal Brier.

These data are collected for the purposes of contract performance and are necessary for the completion of the Services or in respect of a legal obligation to which the data controller is subject. These data are sent to the legal and purchasing departments responsible for drawing up the sub-contracting agreement and order placement, to the operational department responsible for monitoring the particular Works and Services, to the Health and Safety department and to the Client, if appropriate. These data will be kept throughout the duration of the contract until the expiry of the legal and contractual guarantees for the particular Works and Services. In accordance with the regulations applicable in terms of personal data, data subjects have a right of access, correction, objection, limitation of processing, deletion and portability of their data.

Any request should be sent to the legal department at Eqos Energie, 4 rue des Artisans L-3895 FOETZ or to the national authority competent in matters of personal data protection.

22. Recourse and waiver

Any absence or delay in the exercise of a right or recourse by EQOS Energie cannot be considered as a waiver by EQOS Energie of exercising of that right. Furthermore, the exercise, even partial, of a right or recourse does not prevent the exercise of any other right or recourse that may be established by law.

23. Applicable law and dispute settlement

The order is governed by Luxembourg law.

The Parties will make every effort to amicably resolve any possible dispute relating to the validity, interpretation, performance, or cancellation of these General Conditions of Sale and/or any Order. They will try to find, in good faith, an amicable solution prior to any legal action. Should this conciliation process fail, fifteen (15) days after the commencement of discussions, said dispute will be resolved definitively and exclusively by the competent courts and tribunals of the Grand Duchy of Luxembourg, notwithstanding any plurality of defendants or any introduction of third parties, even for emergency or preventative proceedings, proceedings for interim relief or ex parte motions.