

GENERAL TERMS AND CONDITIONS OF SALE - SICK SARL

(as at August 2022)

These General Terms and Conditions of Sale (hereinafter referred to as the “**General Terms and Conditions**” or “**GTCs**”) are available on our website at the following address <https://www.sick.com/fr/fr/conditions-generales-de-vente/w/tac/ou> or on simple request.

Article 1 - SCOPE OF APPLICATION

- 1.1. Any order placed with SICK SARL. (Hereinafter referred to as “**SICK**” or the “**Supplier**”) shall automatically entail unconditional acceptance of these terms and conditions of business and, if applicable, of the special terms and conditions of business specified at the time of the order, to the exclusion of any terms and conditions of business previously signed by the Purchaser and to the exclusion of the Purchaser's own terms and conditions of purchase, even if SICK has not expressly objected to the latter.
- 1.2. These General Terms and Conditions of business shall only apply to purchases made from SICK by a trader or a professional in direct connection with his business activity. SICK AG and all companies affiliated with SICK shall hereinafter be referred to as “SICK Group”.

Article 2 - ORDERS - CONCLUSION OF THE CONTRACT

- 2.1 Only the written confirmation of the order by SICK shall be binding.
- 2.2 The scope of delivery and services shall be determined by the written confirmation of the order by SICK.
- 2.3 The prices and item features stated in catalogues, brochures, advertising material and price lists shall not be binding on SICK. SICK reserves the right to make changes at any time. All documents enclosed with offers made by SICK, such as illustrations, drawings, technical specifications, shall remain the sole property of SICK and may not be passed on by the Purchaser to third parties.
- 2.4 Any order accepted by SICK is considered firm and final and cannot be modified without the written agreement of SICK.

SICK reserves the right to cancel any order placed by the Purchaser for any legitimate reason before the delivery of the Item(s), SICK committing itself, in such a case, to reimburse the advances possibly paid by the Purchaser for this or these Items.

In case of cancellation of the order by the Purchaser after its acceptance by SICK for any reason except Force Majeure, the deposit possibly paid at the time of the order will be automatically acquired by SICK and will not give rise to any refund. Moreover, all expenses incurred, of any nature whatsoever, will be re-invoiced to the Purchaser.

Article 3 - PRICES AND PAYMENT

- 3.1 Price lists and price information shall not be binding on SICK, which reserves the right to change them at any time, further to prior written information of the Purchaser. Unless otherwise stated by SICK, price quotations shall be valid only for the order concerned and for a period of one month from the date of their communication to the Purchaser.
 - 3.2 Prices are in Euros, VAT excluded, and are based on the DDP Incoterm (Incoterms 2020), with delivery exclusively in France. Unless otherwise agreed in writing, all taxes, duties, packaging and transport costs are to be paid additionally by the Purchaser. The final price shall be the price stated in the order confirmation from SICK. For all export orders, the Incoterm shall be defined in the offer and confirmed on the order confirmation by SICK.
 - 3.3 The prices shall be binding and non-revisable. However, if deliveries or services will be carried out more than 4 (four) months after conclusion of the contract, the Supplier shall be entitled to reasonably adjust the prices provided that the list prices and/or cost for materials, labor or other costs verifiably have changed in the meantime.
 - 3.4 Costs for packaging and transportation, as well as for any insurance expressly requested by the Purchaser will be charged separately.
 - 3.5 If SICK undertakes to carry out the installation, assembly and/or commissioning in accordance with the contract, the Purchaser shall bear the costs for installation, assembly and/or commissioning in addition to the agreed remuneration for the delivery, on the basis of SICK's price list valid on the day of performance of these services, unless otherwise agreed in writing.
 - 3.6 Invoices are payable in Euros at the Supplier's headquarters.
 - 3.7 Unless otherwise agreed between the parties, invoices for deliveries shall be payable within thirty (30) days end of the month. Invoices for performance of services shall be payable within 30 days end of the month.
 - 3.8 Discounts for anticipated payments and discounts based on quantities purchased may be granted, subject to written agreement of the parties.
 - 3.9 Payments must be made preferably by direct wire transfer to the Supplier's bank account. The payment date shall be the time at which the amount is credited to Supplier's account.
- Any delay in payment will result in a penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points on all sums due or becoming due.

- 3.10 Any default or delay in payment shall result in the payment of the flat-rate compensation for collection costs amounting to EUR 40, with reference to Articles L.441-10 of the Commercial Code. If the collection costs exceed the amount of this flat-rate compensation, the Purchaser shall compensate SICK for the full amount of the collection costs incurred, on simple presentation of proof by SICK. The interest on arrears and the flat-rate collection fee shall become due automatically on the day following the due date, without the need for a reminder

and without prejudice to any other rights, in particular damages, which SICK reserves the right to assert. In addition, in the event of late payment, SICK reserves the right to suspend all current and/or future deliveries and to refuse to order any new orders. The Purchaser shall not be entitled to set off any amounts owed to him.

If payment is made by bills of exchange, these must be returned to the Supplier within eight (8) days of the invoice.

- 3.11. The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed or have been legally established.
- 3.12 For orders with delivery within the European Union or DROM/COM below a value of 200 Euros excluding VAT, SICK reserves the right to charge the Purchaser an administration fee of 40 Euros.

For orders with delivery outside the European Union or DROM/COM with a value of less than 1,000 euros (excl. VAT), SICK reserves the right to request a contribution from the Purchaser to the administrative costs of 500 euros.

Article 4 - DELIVERY - DEADLINES AND TRANSPORT

- 4.1 Delivery times are only approximate, and any delays in delivery or performance of services shall not entitle the Purchaser to cancel the sale, to refuse the item or to claim damages or any other compensation of any kind. In any event, compliance with the delivery and service deadlines is subject to the timely provision by the Purchaser in particular, of any documents to be provided, of required permissions and releases – especially of plans – as well as to adherence to the agreed payment terms and to any other obligations of the Purchaser. Failure by the Purchaser to comply with this provision shall result in an extension of the delivery period.
- 4.2 Deliveries are made according to the availability of the items and in the order of arrival of the orders. Partial deliveries are allowed as long as they are reasonable for the Purchaser.
- 4.3 By default and unless otherwise specified in the order, SICK's items shall be made available from SICK's warehouse in France (Incoterm DDP).

Article 5 – FORCE MAJEURE

- 5.1 In the event of Force Majeure as defined by article 1218 of the civil code or interruption of deliveries for reasons beyond the control of SICK, such as, but not limited to, serious health hazards such as pandemics and epidemics (e.g. Covid-19) or nuclear radiation, war, terrorist attacks, riots and similar threats as well as strikes and labor disputes or acts of God, including import and export restrictions and interruption of operations, industrial action, shortage of or impossibility to obtain employees, equipment, adequate or suitable raw materials or transportation facilities, sovereign acts, and disruptions of operations including Force Majeure Events at subcontractors and suppliers of the SICK Group, the time for delivery or performance of the service by SICK shall be extended by the duration of the force majeure event plus an appropriate start-up period or SICK shall be entitled to withdraw from the contract with the customer in whole or in part without liability on account of the delay or failure to perform its obligations in whole or in part.

Alternatively, the Supplier shall have the right to withdraw from the contract in whole or in part without liability for any delay in performance or non-performance of their obligations.

- 5.2 Unless there is a special commercial agreement, any order giving rise at the request of the Purchaser to a delivery within 24 hours will be subject to an additional charge which shall not be less than fifty (50) euros for express transport compared to the Purchaser's standard conditions.

Article 6 - CLAIMS FOR DEFECTS

For defects regarding quality and title, the Supplier – to the exclusion of further claims, and subject to Article 12 “Liability - Damages” – provides warranty as follows:

6.1 – non-conformity (apparent defects)

- 6.1.1 All complaints about apparent defects and non-conformity of the delivered item with the ordered item or the delivery note, must be formulated precisely in writing, and promptly, the deadline for such notice not exceeding in any case eight (8) days following the date of delivery.
- 6.1.2 Any return of a item requires the written agreement of the Supplier. Any item returned without this written agreement will be held at the disposal of the Purchaser and will not give rise to the establishment of a credit note.
- 6.1.3 The costs and risks of returning items shall always be borne by the Purchaser, unless otherwise agreed in writing.
- 6.1.4 The conditions and modalities of return of items are available on the website [www.sick.com](https://www.sick.com/fr/fr/service-et-support/w/service-rma-info/), under following link <https://www.sick.com/fr/fr/service-et-support/w/service-rma-info/>.

Article 6.2. – Hidden defects

- 6.2.1 Subject to the following provisions and to articles 12 and 13, the delivered items benefit from a guarantee for hidden defects and defective items under the legal conditions. The benefit of this guarantee is subject to the full payment of the price

under the conditions provided for in Article 3. Interventions under the warranty do not give the right to extend the warranty or to payment of damages.

- 6.2.2 In the event of hidden defects and/or deficiencies in the item, the Purchaser shall notify SICK in writing of the defect(s) or deficiency(s) which it attributes to the delivered item and shall provide evidence of the existence of such defects or deficiencies.
- 6.2.3 Any items or performed services which are defective shall, at the Supplier's sole discretion, be remedied by repair or replacement or be re-performed free of charge. The Purchaser shall not be entitled to reject delivery due to minor defects.
- 6.2.4 In case of minor defects, the Purchaser shall only be entitled to a proportionate price reduction under the conditions of article 1223 of the civil code.
- 6.2.5 Of the costs caused by the repair or replacement, the Supplier shall – provided the complaint is legitimate – bear the costs of the replacement part including shipment. Furthermore, the Supplier shall bear the costs of providing the necessary assembly and auxiliary staff, if any, including travel costs, unless this would impose a disproportionate burden on the Supplier.
- 6.2.6 Claims for reimbursement due to the removal of defective delivery items and the installation or attachment of repaired or replaced delivery items shall be limited to 50% of the contract price (net) of the delivery item concerned.
- 6.2.7 Claims for quality defects are excluded in the following cases: inappropriate or improper use, incorrect assembly and/or commissioning by the Purchaser or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of unsuitable equipment, electrochemical or electrical influences – unless attributable to the Supplier.
- 6.2.8 If the Purchaser or a third party remedies a defect improperly, the Supplier shall not be liable for the resulting consequences. The same applies to any changes made to the delivery item without prior approval of the Supplier.
- 6.2.9 Article 12 shall apply to claims for damages. Any further claims against the Supplier due to quality defects shall be excluded.

Article 6.3 – Defect of title

- 6.3.1 If the use of the delivery item causes an infringement of national intellectual property rights or copyrights, the Supplier shall, at its own cost, procure for the Purchaser the right to continue using the delivery item, or modify the delivery item in a manner reasonable for the Purchaser in such a way that it does not infringe intellectual property rights.
- 6.3.2 If the former cannot be achieved using economically reasonable efforts or within reasonable time, the Purchaser shall be entitled to withdraw from the contract. Subject to the aforementioned prerequisites, the Supplier shall also be entitled to withdraw from the contract.
- 6.3.3 Furthermore, the Supplier shall indemnify the Purchaser from undisputed or legally established claims arising from the infringement of intellectual property rights.
- 6.3.4 The aforementioned obligations of the Supplier shall only apply to the extent
- a) the Purchaser notifies the Supplier in writing about claims asserted by third parties without delay;
 - b) the Purchaser does not admit an infringement and the right to take defensive measures remains exclusively reserved to the Supplier;
 - c) the infringement of intellectual property rights is not attributable to the Purchaser;
 - d) the infringement was not caused due to specific instructions provided by the Purchaser, or by an application unforeseeable for the Supplier; and
 - e) the infringement does not result from a modification of the delivery item by the Purchaser or from the use of the delivery item in combination with an item not specifically released for such combination by the Supplier.
- 6.3.5 If and to the extent that open-source software is provided to the Purchaser, the Supplier does not assume any warranty in this respect, neither for lack of defects, marketability, suitability for a specific purpose nor freedom from defects of title. For details on the warranty and liability exclusion, reference is made to the respective open-source software license terms, which can be found in the relevant documentation, the "readme" files, reference files and/or other documents or files of such kind for the open-source software ("OSS License Terms"), which are made available to the Purchaser

Article 7 - INSTALLATION - ASSEMBLY

- 7.1 In cases where SICK and the Purchaser have agreed on installation, assembly or commissioning, the Purchaser shall provide at its own expense and within the time limit:
- a) all additional work which is outside the scope of SICK's activities, such as earthworks, construction work, etc., including the necessary skilled labour and auxiliary personnel, building materials and tools;
 - b) items and materials required for assembly, installation and commissioning, such as scaffolding, wedges, lubricants, fuels, etc.;
 - c) the supply of operating power and water at the place of operation, including the necessary connections as well as heating and light;
 - d) appropriately sized, moisture-proof and closable rooms for the storage of machine parts, equipment, materials, tools etc. as well as appropriate work and recreation rooms with sanitary facilities for SICK's employees at the installation site; in addition, the Purchaser shall implement the same means of protection for the employees and their effects at the construction site as are implemented for its own employees;
 - e) protective clothing and devices that would be required due to circumstances specific to the facility site.
- 7.2 Prior to commencement of work, the Purchaser shall provide SICK with all necessary specifications regarding the location of power, gas, water pipes or

similar constructions as well as the required static specifications.

- 7.3 Prior to the start of the installation or assembly, the equipment and all other items necessary to carry out the work shall be present on the site and any preparatory work shall have been carried out in such a way that the personnel in charge of the installation or assembly are able to start the work as agreed after their arrival and complete it without interruption. Access to the site itself must be paved, clear and freely accessible.
- 7.4 If the installation, assembly or commissioning is delayed for reasons beyond the control of SICK, the Purchaser shall bear the costs of the waiting periods and the necessary travel of the installation and assembly personnel to a reasonable extent.
- 7.5 At the request of SICK, the Purchaser shall confirm in writing the working hours of the personnel performing the work as well as the completion of the installation, assembly or commissioning.
- 7.6 SICK shall be entitled to request acceptance of the work after its completion. Acceptance shall be effective if the Purchaser requests acceptance in writing. The same shall apply if SICK grants the Purchaser a reasonable period of time for acceptance after completion of the work and the Purchaser does not refuse such acceptance within this period of time, indicating at least one significant defect. If the Purchaser fails to respond, acceptance shall be deemed to have been granted. Acceptance shall also be deemed to have taken place if the implementation has been put into operation and the equipment used by the Purchaser, and if agreed, after a test period.

Article 8 - SPECIAL PROVISIONS FOR DIGITAL SOLUTIONS

- 8.1 "Firmware" is software which is embedded in a delivery item and is necessary for its elementary functions.
- 8.2 For software which is not Firmware, and which is installed and operated locally or in the Purchaser's area of responsibility (on-premise), the General Terms and Conditions for the Provision of Software Items ("AVB Software SICK", available at www.sick.com) shall be applicable. In the event of a simultaneous delivery of items and Software, the General Terms and Conditions shall apply to the delivery of items, the delivery of Software being governed by the aforementioned AVB Software SICK (collectively referred to hereinafter as the "Documents").

In case of discrepancies between the Documents, the AVB Software SICK shall prevail over the present GTCs in the event that some of their clauses are incompatible with each.

- 8.3 For software and services provided for online use, the General Terms and Conditions for the Provision of Software as a Service (AVB SaaS SICK, available at www.sick.com) shall be applicable. In the event of a simultaneous delivery of items and Software as a Service, the General Terms and Conditions shall apply to the delivery of items, the delivery of Software as a Service being governed by the aforementioned AVB SaaS SICK.

In case of discrepancies between the Documents, the AVB SaaS SICK shall prevail over the present GTCs, in particular in the event that some of their clauses are incompatible with each other.

- 8.4 To the extent software or Firmware of other providers (third party software) is made available to the Purchaser, the Supplier does not grant the Purchaser any rights of use exceeding those granted to the Supplier by such third-party provider.

To the extent that the scope of delivery and service includes Firmware, Supplier grants to Purchaser a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Purchaser is not entitled to modify, reverse engineer or de-compile the Firmware or to extract parts thereof.

- 8.5 The Purchaser shall take reasonable precautions in case the Firmware does not work properly in whole or in part (e.g., by daily data-backups, fault diagnosis, regular review of the data processing results). If the Purchaser does not expressly indicate a deviating condition in advance, the Supplier may assume that the Purchaser has made data backups of all data with which the Supplier may come into contact. The Purchaser shall equally ensure the documentation of any settings and parameters, especially in connection with the installation of updates (in particular: bug-fixes, patches, updates, upgrades, etc.) of the Firmware.

- 8.6 The Purchaser shall immediately install any update of the Firmware made available free of charge. The Purchaser shall indemnify the Supplier against any damages, expenses and claims (including claims of third parties) due to non-compliance with this obligation.

- 8.7 Unless expressly agreed otherwise, such updates will be available on www.sick.com. A separate notification to the Purchaser is not owed.

- 8.8 The right to use the respective previous version of the Firmware ceases with the installation of updates.

- 8.9 If and to the extent that open-source software is provided to the Purchaser, the OSS License Terms shall apply for the granting of rights in addition to and prevailing over the provisions in Article 12. If applicable OSS License Terms require the provision of the source code, the Supplier shall provide it upon written request, as the case may be, against payment of the costs for shipment and handling. The Supplier shall inform the Purchaser about open-source software being used and about the related OSS License Terms, which Supplier shall provide to the Purchaser if so required in such OSS License Terms.

Article 9 - TRANSFER OF RISK

- 9.1 Risk transfer and insurance:
The risk passes to the Purchaser when the items are made available. In the case of installation, assembly or commissioning, the risk is transferred to the Purchaser with the delivery of the item to the installation or assembly site.
- 9.2 In the event that the provision of the item or the installation, assembly or commissioning is delayed or does not take place for reasons for which the Purchaser is responsible, the risk shall pass to the Purchaser at the time at which it would have passed to the Purchaser had the delay not occurred.

- 9.3 SICK shall, at the express request of the Purchaser and at the Purchaser's expense, insure the items to be delivered against theft, breakage and damage caused by transport, fire and water or against other insurable risks.
- 9.4 The Purchaser undertakes :
- to insure the Items at its own expense, but for the benefit of SICK, as soon as they are made available,
 - that no payment of compensation, from which he could benefit, is made without the presence of SICK, which shall be paid the full amount due before the Purchaser can claim all or part of the compensation himself,
 - in the event of damage, even partial damage, to inform SICK without delay. It hereby delegates to SICK any compensation for damage which may be due to it from any third party, so that it may be used to pay the total amount due.

Article 10 - RESERVATION OF TITLE

- 10.1 For all sales concluded between SICK and the Purchaser, the transfer of ownership of the delivered items shall be suspended until full payment of the price, accessories and interest by the Purchaser, who shall be obliged not to dispose of the items by any means and to inform SICK immediately of any acts of third parties which have the purpose or effect of infringing the Supplier's right of ownership. The handing over of bills of exchange shall only be considered as payment when they are actually collected.
- 10.2 The risk of the delivered item shall be borne by the Purchaser from the day of receipt of the item. The Purchaser shall be obliged to keep the items in perfect condition and to insure the items against the risk of loss or deterioration due to force majeure or other causes until the ownership of the items has been transferred in full and to provide proof of this to SICK on first request.
- 10.3 The Purchaser shall ensure that the items purchased from SICK are identifiable at its premises.
- 10.4 In the event of non-payment of the price on the due date, SICK shall be entitled to demand the return of the sold Items at any time at the expense and risk of the Purchaser, even if the Items are incorporated into other items or if the Items are resold by the Purchaser.
- 10.5 In the event of the resale of the items subject to retention of title by the Purchaser, the Purchaser hereby assigns to SICK the claim arising from the sale of the items and authorizes SICK to collect the price due from the sub-purchaser to the extent of its claim against the Purchaser. The same shall apply if the items are incorporated into other items. In this connection, the Purchaser shall be obliged to inform his own Purchasers of the existence of the retention of title for the benefit of SICK and to inform SICK without delay of the exact and complete identity of the sub-purchaser.
- 10.6 In case of incorporation of the sold Items, SICK shall be co-owner of the sold Items for their original value.
- 10.7 In the event of return of the Items under this section, the sums paid as partial payment of the Contract shall be retained by SICK as compensation.
- 10.8 The Purchaser is not entitled to grant guarantees of any kind or to use the Items sold as security, nor to create any securities, pledges or collateral on the Items, as long as the latter are not fully paid.
- 10.9 The Purchaser shall be obliged to inform SICK immediately in the event of settlement or liquidation proceedings, seizure, confiscation or any other claim by third parties on the reserved items.

Article 11 - WARRANTY

- 11.1 Unless otherwise agreed, the contractual warranty period for SICK items shall be item 24 (twenty-four) months from delivery or, if an acceptance is legally required, from acceptance.
- 11.2 Unless expressly agreed otherwise, no legal or contractual warranty of any kind whatsoever shall be given by SICK in respect of catalogue specifications, item descriptions, data sheets, cost estimates, drawings and any other documents concerning measurements, quantity, color, application, technical data and other properties, in particular regarding availability, reading rates, measuring accuracy, etc., referring to the guaranteed properties of an item.
- 11.3 No warranty shall be given by SICK in the event of improper or unsuitable use, incorrect assembly and/or commissioning by the Purchaser or a third party, due to normal wear and tear of the item, incorrect or negligent treatment, incorrect operation, unsuitable maintenance, use of unsuitable equipment, electrochemical or electrical influences, deliberate damage, unless caused by SICK.
- 11.4 If the Purchaser or a third party improperly rectifies a defect, SICK shall not be liable for any consequences resulting therefrom, in particular for damages of any kind. The same shall apply to any changes to the delivery item without the prior written consent of SICK. In exceptional cases and only in the event of potential extremely serious damage and/or operational insecurity, which are certified by the Purchaser, repair by the Purchaser or a third party of the item shall be possible, subject to reimbursement by SICK of the reasonable costs incurred in this connection. SICK shall be notified immediately by the Purchaser.
- 11.5 No warranty shall apply in the case of minor defects or malfunctions, including, but not limited to, defects in the packaging of the item and minor damage to the item which does not impair its proper functioning.
- 11.6 All guarantees other than those provided for in these general conditions are excluded.

Article 12 - LIABILITY - DAMAGES

- 12.1 SICK shall not be liable for any damage suffered by the Purchaser as a result of the non-performance or improper performance of the agreement due to either the Purchaser or a third party or force majeure as provided in Article 5.
- 12.2 The liability of SICK for defective items shall be excluded in respect of damage to property pursuant to article 1245-14 of the civil code.
- 12.3 Any liability of SICK for all damages arising out of or in connection with the

contract caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any indemnification obligation, shall be limited to the amount paid by the Purchaser for the order (aggregate liability cap), except for personal injury or gross negligence or intent. In general, no compensation shall be paid for any indirect damage such as loss of profit, loss of Purchasers etc. or consequential damage.

SICK shall not be liable for any inconvenience or damage inherent in the use of the Internet, in particular a break in service, external intrusion or the presence of computer viruses on its website.

- 12.4 The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, affiliated companies, suppliers and licensors of the Supplier.
- 12.5 If the Purchaser's claim is unfounded, all costs incurred by SICK shall be reimbursed by the Purchaser.

Article 13 - EXPORT

- 13.1 In the case of export, the Purchaser undertakes to comply with the export control requirements applicable to the respective item supplied.
- 13.2 In the event that an export delivery is subject to official approval, the contract shall only be deemed to have been concluded after such approval has been granted. The Purchaser undertakes to provide and present all documents required for such approval at the latest at the time of signature of the contract.
- 13.3 In the event of export/delivery, when the items delivered under the Incoterms Ex Work or FCA, the sale's price will be exempted from French VAT under the conditions that the necessary proof of their dispatch outside EU has been provided.
- 13.4 Any delay in delivery due to export controls shall extend the contractually agreed delivery time; the delivery dates shall be postponed accordingly.
- 13.5 The Purchaser undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by the Supplier ("SICK Items").
- 13.6 The Purchaser confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The Purchaser will notify the Supplier about any changes in that regard without delay.
- 13.7 The Purchaser shall provide all information reasonably requested by the Supplier for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on the Supplier until export licenses and other approvals required for the relevant business transaction have been obtained. The Supplier shall not be liable for delays or non-performance caused by the competent authorities or the Purchaser, even if the Supplier has confirmed a purchase order or delivery schedule.
- 13.8 The Purchaser shall fully indemnify and hold harmless the SICK Group from and against any claims of authorities or other third parties due to the Purchaser's non-compliance with any provision of this section 'Export Compliance'. The Purchaser further undertakes to reimburse the SICK Group for any losses and expenses incurred in this context.
- 13.9 The Purchaser undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, iteming, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/ or (ii) for use in weapons and/or weapons systems.
- 13.10 If the Purchaser breaches any of the provisions of this section 'Export Compliance', the Supplier is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part, at the expense of the Purchaser. All claims against the Purchaser shall remain unaffected.

Article 14 – WITHDRAWAL AND TERMINATION OF THE CONTRACT

If the Purchaser is in delay with any payment, the Supplier may, notwithstanding other rights, (a) withdraw from or terminate the contract with immediate effect; or (b) provide future deliveries or services only against prepayment. In the latter case, Article 10 (retention of title) shall not apply to paid delivery items.

If the Supplier does not deliver the item(s) and except in cases of Force Majeure as defined in Article 5, the Purchaser may withdraw from or terminate the contract three (3) months after giving notice to the Supplier to perform the delivery.

Article 15 - UNFORSEEABILITY

- 15.1 In the event that an event listed in Article 5 of these General Terms and Conditions, which was unforeseeable at the time of the conclusion of the Agreement, occurs and makes the performance of the Agreement excessively onerous for either party, as described in Article 1195 of the Civil code, that party shall be entitled to request a renegotiation of the Agreement in good faith from the other party.
- 15.2 The parties shall continue to perform their obligations during the renegotiation. If renegotiation is refused or fails, or if a revision of the contract is not economically reasonable, the parties may, at the initiative of either party, terminate the contract, at such time and on such terms as they may mutually determine.

Article 16 – ANTI-CORRUPTION

The Purchaser shall adhere to all applicable foreign or domestic laws and regulations regarding anti-bribery and anti-corruption. In particular, but without limitation, Purchaser shall not offer, promise, give, request or receive any bribes or other unlawful payments, including in relation to any public official.

Article 17 – CONFIDENTIALITY

- 17.1 All commercial or technical information of the Supplier, including item characteristics, documents, price information, know-how, samples, prototypes, software, or test results (hereinafter collectively referred to as “**Confidential Information**”) must be kept secret from third parties if and to the extent that it is not verifiably publicly known or intended by the Supplier for distribution by the Purchaser. Confidential Information may only be made available to such employees of the Purchaser that have a need to know for the fulfillment of the contractual purpose and have been obligated to non-disclosure under terms at least equivalent to the contract. Upon request, all Confidential Information in its entirety (including any copies or records if available) must be returned or destroyed without delay and any use must cease immediately.
- 17.2 The Supplier reserves all rights to Confidential Information (including copyrights and the right to register industrial property rights). Documents provided hereunder which contain Confidential Information remain the property of the Supplier.
- 17.3 The Purchaser shall not be permitted to use or disclose Confidential Information or trade secrets within the meaning of Directive (EU) 2016/943 resulting from the observation, study, disassembling, decompiling, reproducing, reengineering and/or reverse engineering or testing of any publicly or non-publicly available item or item of the Supplier.
- 17.4 For the application of this clause, the Purchaser shall be liable for its personnel and agents as well as for itself.

Article 18 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 18.1 All technology and know-how used in the development of the items shall remain the exclusive property of SICK, irrespective of whether they are protected by industrial property rights or not.
- 18.2 The elements reproduced on the SICK website, such as in particular photographs, visuals, texts, drawings and images, are the exclusive property of SICK. The Purchaser may not, without the prior written consent of SICK, reproduce, represent, adapt, translate and/or transform in whole or in part, or transfer to another website, any of the elements of the website.
- 18.3 The sale of the items by SICK shall generally not entitle the Purchaser to any patents, trademarks or other industrial or intellectual property rights of which SICK is the owner.
- 18.4 In the event that the use of the item violates French copyright law, SICK shall use its best efforts to enable the Purchaser to use the item in accordance with the law. In particular, SICK shall be entitled to modify the item in a reasonable manner so as to avoid any infringement of intellectual property rights. If such modification is not economically feasible and cannot be made within a reasonable period of time, SICK shall be entitled to withdraw from the contract.
- 18.5 In addition, SICK shall indemnify the Purchaser in the event of an undisputed or legally binding third-party claim against the Purchaser due to the infringement of intellectual property rights as a result of the use of a SICK item under the following conditions:
- (a) the Purchaser shall inform SICK of the complaint as soon as possible;

- (b) the infringement of intellectual property rights has not been committed by the Purchaser;
- (c) the Purchaser undertakes not to acknowledge any infringement and agrees to grant SICK the full defense of the case;
- (d) such breach is not due to special specifications provided by the Purchaser, use of the item unforeseeable by SICK or modification of the item by the Purchaser or use of the item in combination with another item not delivered or not expressly authorized by SICK.

Article 19 – PROTECTION OF PERSONAL DATA

- 19.1 In general, the Parties undertake to comply with national and European regulations relating to the protection of personal data, i.e. European Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of data (RGPD) and French law as updated.
- 19.2 In particular, the Parties undertake to collect and use personal data only for the purposes of execution of the contract and to process them only if required for the performance of the aforementioned purpose.
- 19.3 The Parties further undertake to keep personal data strictly confidential and to take appropriate organizational, physical and technical measures to protect the confidentiality and security of the data.
- 19.4 They will only transfer personal data outside the European Union with the prior written consent of the other Party and in a secure environment in accordance with the requirements of the applicable legislation, i.e. either to countries with an "adequate" level of protection as defined by the European data protection authorities, or to entities (affiliates, subcontractors) that have signed standard contractual clauses as issued by the European authorities.
- 19.5 The Parties remain responsible for the processing, within the meaning of the applicable regulations, of the personal data of their business partners and/or employees, which they may provide to their co-contractor.

Article 20 - JURISDICTION - APPLICABLE LAW

- 20.1 The place of jurisdiction for all disputes between SICK and the Purchaser, in particular those relating to the negotiation, conclusion, performance, interpretation or termination of all their contracts, shall be the commercial court at the registered office of SICK.. Any arbitration clause is excluded.
- 20.2 The present General Terms and Conditions of sale all acts related to them are subject to French law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Article 21 – DIVISIBILITY

If one or more provisions of the General Terms and Conditions are held to be invalid, void or unenforceable, or are declared as such in application of a law, a regulation or a final decision of a competent court, the other provisions shall retain their full force and effect. In such a case, the invalid, void or unenforceable clause shall be interpreted or replaced in such a way as to achieve the economic objective provided for by the said clause. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either party.