



ANNEX

Green Whisper General terms and conditions of sale

1. GENERAL

1.1. These General Terms and Conditions of Sale shall apply to all Offers submitted by Green Whisper to a Customer and to Purchase Orders received from a Customer and accepted by Green Whisper for the sale of Products. These Terms and Conditions shall prevail over any other terms and conditions contained in any Purchase Order or other document of or communication from the Customer.

1.2. The Offer is open for acceptance within 30 days after its date of issuance unless a different validity period is stated in the Offer. All Purchase Orders are subject to acceptance by Green Whisper in writing.

1.3. Descriptions and illustrations contained in Green Whisper's data sheets, website, catalogues, brochures, price lists and other advertisements are for general information purposes only and Customer shall be deemed to have purchased the Products without reliance on such descriptions and illustrations.

2. DEFINITIONS

2.1. "Terms and Conditions" shall mean these Green Whisper's General Terms and Conditions of Sale.

2.2. "Offer" shall mean an offer issued by Green Whisper that includes a quotation and/or a price list for the purchase of Products by Customer.

2.3. "Purchase Order" shall mean the order issued by the Customer for the purchase of Products, and acknowledged by Green Whisper in accordance with these Terms and Conditions.

2.4. "Products" shall mean the goods or materials and any part thereof supplied by Green Whisper and/or any work or services performed by Green Whisper pursuant to these Terms and Conditions.

2.5. "Customer" shall mean the buyer of Products, the recipient of an Offer or the party issuing a Purchase Order.

2.6. "Green Whisper" shall mean any company of which Green Whisper SAS holds directly or indirectly more than 50% of the capital.

3. PRICE – PAYMENT

3.1. Unless otherwise agreed in writing, Products are invoiced at the prices applicable on the date when the Products leave Green Whisper's site or warehouses.

3.2. Unless otherwise agreed in writing, all prices are given by Green Whisper on FOB basis (Incoterm 2010). Whenever Green Whisper agrees to deliver the Products at Customer's chosen premises, Customer shall be liable to pay all Green Whisper's charges and duties in respect of carriage, freight, packaging, customs and insurance.

3.3. Payment for Products shall be made by the Customer within 30 days from the date of the invoice or as otherwise agreed between Green Whisper and the Customer.

3.4. The price is exclusive of any applicable value added tax or any other taxes and duties, which Customer shall be additionally liable to pay Green Whisper.

3.5. Any amounts not received by Green Whisper by the due date shall be subject to interest at the rate of 15% per annum, increased by a lump sum for recovery costs of 40€ per delayed invoice. This amount shall be calculated on the overdue payments, with capitalization of interest.

3.6. Should the Customer fail to fulfill its obligations of payment at the due date, Green Whisper reserves the right to cancel the sale within 5 days following notification to the Customer by registered letter or by e-mail with acknowledgement of receipt. This is without prejudice to any damages which may be claimed by Green Whisper.

4. DELIVERY

4.1. All Products will be suitably packed for shipment in accordance with Green Whisper's standard, unless otherwise requested by the Customer and agreed to in writing by Green Whisper.

4.2. Green Whisper shall do its best efforts to comply with the delivery date specified in the Purchase Order acknowledged and/or in the Offer. Partial delivery shall be permitted. Delays shall, in no case whatever, justify the cancellation of the Purchase Order. Green Whisper shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including Force Majeure as defined in Section 13. If performance by Green Whisper is delayed by reason thereof, Green Whisper shall notify Customer, and the time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, Green Whisper is unable to perform any accepted Purchase Order in whole or in part, then to the extent that it is unable to perform, such Purchase Order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any.

4.3. Delivery takes place in accordance with Ex-Works Incoterms 2010 at Green Whisper's facilities or as mentioned in the offer or as otherwise agreed



in writing between the parties.

4.4. It is agreed between Green Whisper and Customer that the Products are shipped at the Customer's risk even if the shipping is done at Green Whisper's expense. Customer shall then take all necessary precautions including insurance to cover these risks.

4.5. The Customer shall perform a visual inspection at the receipt of the Products and notify Green Whisper any reservations within 24 hours.

4.6. Should Customer postpone delivery of any Products, Customer will be required to pay to Green Whisper i) the invoice at the due date and, ii) 1% of the Purchase Order price per week for the Products storage at Green Whisper premises. Should Customer postpone delivery of any Product above 8 weeks from the scheduled delivery date, Green Whisper shall have the right to deliver the Product and to invoice accordingly.

5. RETENTION OF TITLE

5.1. Green Whisper retains full ownership of the Products until full payment of the selling price has been received.

5.2. Notwithstanding Green Whisper's retention of title, the risks related to the Products (including the risk of loss or destruction) shall pass to the Customer in accordance with Section 4.3 above.

5.3. Until full payment of the price, the Customer shall keep the Products separate from any other products and properly stored, protected, insured and identified as Green Whisper's property.

5.4. Green Whisper reserves the right to reclaim the Products if the selling price is unpaid at the due date and Customer undertakes to return the Product on Green Whisper's first demand and bear all related expenses.

6. WARRANTY

6.1. Green Whisper warrants that the Products shall, at the time of delivery, be free from defects in materials and workmanship and shall conform to the contractual specifications or to specification or data sheet of the Product. This warranty does not cover defects or failure caused by transport, improper handling, storage, abuse, abnormal use of such Products or use not complying with Green Whisper's product usage specification, if any.

6.2. Warranty claims must be made to Green Whisper immediately after discovering the defect and within 48h of delivery or are forever waived.

6.3. The foregoing warranty is exclusive of any other warranties, express, implied or statutory. In particular, this warranty shall not apply to failure arising from defect in design, when the design has been proposed or completed by the Customer or a third party. Should the Products warranty be breached, Customer's exclusive remedy against Green Whisper, and Green Whisper's sole obligation, shall be limited to, at Green Whisper's option, replacing the defective Products or refunding the purchase price of such defective Products.

7. SERVICE & DEMONSTRATION

7.1. Unless otherwise agreed in writing, all prices are exclusive of any demonstration or service in relation to the product that the Customer may require.

8. TESTS

8.1. Tests on the Products, if any, specified in the Offer will be performed by Green Whisper at its facilities or in the facility of its subcontractors or in an accredited organization.

8.2. If Customer requires that the specified tests be carried out in the presence of its representatives, Customer shall pay for the cost of those tests and any other associated costs.

9. LIABILITY

9.1. In no event Green Whisper shall have any liability for damages in an amount exceeding the purchase price of the related defective Products.

9.2. Green Whisper shall not have any liability for incidental, indirect or consequential damages arising out or relating to the Purchase Order or the Products, including but not limited to loss of profit or revenue, loss of business opportunity or anticipated saving.

9.3. Unless otherwise agreed in writing with the Customer, Green Whisper shall not be liable for damages arising from the use of Products, on the design of which Green Whisper has no control. In such case, the Customer shall indemnify Green Whisper against any demand, claim, action, decision, loss or damage arising from the use of the Products.

10. INTELLECTUAL PROPERTY

10.1. Any and all intellectual property rights related to or in connection with the Products (including any designs, drawings, specifications, test results, technical descriptions, catalogue, brochures, manuals, and other data, submitted with or in connection with Green Whisper's Offer or resulting from the performance of the Purchase Order by Green Whisper) is the property of Green Whisper. No license is granted by Green Whisper on the Products under these Terms and Conditions.



10.2. The Customer shall refrain from infringing upon Green Whisper's intellectual property rights (as defined Section 10.1) and shall not destructively test, radiograph, reverse engineer or otherwise analyze any Products, without Green Whisper's prior written consent.

10.3. In the event that Products are developed and/or manufactured in accordance with plans, drawings and specifications provided by the Customer, the Customer shall hold harmless Green Whisper against any and all claims and damages resulting from alleged or actual infringement of any industrial or intellectual property rights of a third party.

10.4. Customer shall promptly notify Green Whisper of any intellectual property claim related to the Products and shall give Green Whisper any assistance and information requested by Green Whisper for the defense of such intellectual property claim.

10.5. Unless otherwise agreed in writing, specific tooling designed and produced to manufacture Products designed by Green Whisper according to Customer's specifications shall remain Green Whisper's exclusive property.

11. CONFIDENTIALITY

Any information, data, know-how disclosed by Green Whisper shall at all times be treated by the Customer as strictly confidential and shall not without Green Whisper's prior written consent (i) be used by the Customer for any other purpose than the use of the Product, and/or (ii) be communicated to third parties.

12. DISCONTINUATION OF SALE OF PRODUCTS

Green Whisper reserves the right to discontinue the sale of, or change or modify the design and/or construction of the Products sold pursuant to these terms and conditions, without incurring any obligation to Customer.

13. FORCE MAJEURE

13.1. Force Majeure means any events beyond Parties' control including without limitation, strikes or other labor disturbances, riots, war, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident, act of God such as but not limited to cyclone, earthquake, flood.

13.2. Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspended for the duration of the Force Majeure event.

14. APPLICABLE LAW AND DISPUTES

These Terms and Conditions shall be governed by the laws of France without making reference to its conflict of law provisions. Any action shall be brought by the parties within the exclusive jurisdiction of Tribunal de Commerce de Paris. Nothing in this paragraph shall limit the right of Green Whisper to bring proceedings in any other courts of competent jurisdiction to the extent permitted by applicable law.

15. COMPLIANCE AND EXPORT CONTROL

15.1. Customer shall comply with all applicable laws including but not limited to laws relating to anti-bribery and anti-corruption. The Customer shall not offer, promise or give any undue pecuniary, bribes or other advantage for any reason, whether in dealings with governments or the private sector.

15.2. Customer undertakes that the Products shall not be sold, directly or indirectly, to any country/person if it is in violation of export control or economic sanctions laws or regulations. The Customer shall also ensure that its sub-distributors and agents will comply with such laws. Green Whisper shall be excused from performance of any contractual obligation to the extent that such performance is prohibited under any export control or sanctions laws and regulations, without any liability whatsoever.

15.3. Customer shall procure that any third parties to whom the products from Green Whisper will be supplied are under the same obligations as set out in this Section 15 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance obligations.

16. MISCELLANEOUS

16.1. Modification: Green Whisper reserves the right, at any time, to make any technical improvements of the Products subject to an increase of price.

16.2. Waiver: no failure or delay by Green Whisper or by the Customer in exercising any of its rights under these Terms and Conditions shall operate as a waiver thereof nor shall any single defective or partial exercise thereof preclude any other or further exercise of that or any other right.

16.3. Assignment: the Purchase Order shall not be assigned nor transferred by the Customer without the prior written consent of Green Whisper.

16.4. Amendment:

16.4.1 Any modification to the Purchase Order shall be made only in writing and duly signed by Green Whisper and the Customer.

16.4.2 Green Whisper can revise these Terms and Conditions without notice to the Customer.

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