

GENERAL TERMS AND CONDITIONS OF SALE HARDOUIN

These General terms and conditions of sale (hereinafter the "GTC") apply in their entirety, comprising both this preamble and the clauses that follow, and have been agreed upon between, on the one hand, HARDOUIN, a simplified joint-stock company registered with the Commercial Register of La Roche-sur-Yon under number 394 284 863, with its registered office located at 65 chemin de la Chèvre - 85 230 Beauvoir-sur-Mer- FRANCE (hereinafter "HARDOUIN") and, on the other hand, the Buyer as defined below (Article 1).

The GTC constitute the sole basis for commercial negotiations. They take precedence over all general terms and conditions of purchase and all other documents, including catalogs, brochures, advertisements, and instructions.

HARDOUIN reserves the right to deviate from certain clauses of the GTC, depending on negotiations conducted with the Buyer, by establishing specific terms set forth in Quotes, agreements, or amendments.

ARTICLE 1 - DEFINITIONS

Unless the context clearly indicates otherwise, the following terms beginning with a capital letter are defined as follows, it being understood that words in the plural may be understood as singular and vice versa.

Buyer

A natural or legal person, association, or company identified in the Quote that purchases the Equipment or the Spare parts in the context of its professional activity.

Quote

A technical and financial proposal prepared by HARDOUIN following receipt of the Buyer's description of its needs. This document constitutes the special terms and conditions.

Equipment

Any Equipment offered for sale by HARDOUIN, primarily shellfish grading machines intended for oyster and shellfish farmers. The Equipment includes software published by HARDOUIN.

Spare part

Spare parts manufactured and/or offered for sale by HARDOUIN in connection with the Equipment.

ARTICLE 2 - PURPOSE OF THE CONTRACT

The purpose of the GTC and the Quote(s) (hereinafter collectively referred to as the "Contract") is to specify the terms and conditions under which HARDOUIN sells the Equipment and Spare parts to the Buyer.

All provisions of the Contract are binding on the Buyer upon the Buyer's signature of the Quote.

ARTICLE 3 - THE EQUIPMENT

3.1 - The Equipment includes software designed, in particular, to enable remote maintenance services. The Equipment constitutes innovation developed in HARDOUIN's workshops, over which it holds exclusive ownership. The technology involved is based on proven confidential know-how. The Buyer is strictly prohibited from engaging in any act of reverse engineering on all or part of the Equipment, which would constitute a breach of trade secrets and acts of infringement (counterfeiting). This clause is an essential obligation without which HARDOUIN would not have entered the Contract.

3.2 - Use of the Equipment

The Equipment is delivered with the documentation necessary for its use, storage, and maintenance.

The Equipment is equipped with a geolocation system that allows HARDOUIN to verify the quality of the Internet connection during remote maintenance interventions, particularly during diagnostics and reconfiguration of the Equipment's electronic components.

ARTICLE 4 - ORDER

4.1 - Following the Buyer's statement of requirements, HARDOUIN shall provide the Buyer with a Quote as soon as possible. Unless otherwise specified in the Quote, the Quote is valid for a period of 30 days from the date it is sent to the Buyer. Beyond this validity period and as long as the Buyer has not accepted it, HARDOUIN reserves the right to modify all or part of the Quote and/or to refuse the order.

4.2 - The Quote signed by the Buyer—whether by hand or electronically—and returned to HARDOUIN by any means is firm and irrevocable. It may not be modified or canceled without HARDOUIN's prior written consent. The Buyer must also provide the approved and signed layout plan for any Equipment order.

4.3. The order is binding on HARDOUIN as of the date HARDOUIN acknowledges receipt of the order. HARDOUIN is bound by the statements made by its sales representatives only if they are confirmed in writing in the Quote.

ARTICLE 5 - PRICE

The price of the Equipment and Spare parts is indicated in the Quote signed by the Buyer.

Regarding Equipment, the price is for a full container load (FCL) or a less-than-container load (LCL). For exports, the price is quoted in accordance with the Incoterm® stipulated in the order.

Unless otherwise specified, all prices are expressed in euros excluding tax (€ excl. tax), to which applicable taxes are added. Where applicable, taxes applicable in the Buyer's country, customs duties, import/export taxes, transport/transit taxes, etc., remain the responsibility of the Buyer.

ARTICLE 6 - TERMS OF PAYMENT

6.1 - Unless otherwise specified in the Quote, invoices are payable upon receipt by the Buyer. Payment shall be made in euros via bank transfer or SWIFT for exports.

The payment terms are specified in the Quote. Unless otherwise specified, the Buyer shall pay a minimum deposit of 40% upon placing the order and the balance of the price prior to shipment of the Equipment.

Only upon payment of the full order amount will the Equipment and/or Spare parts be shipped.

6.2 - Failure to comply with these obligation and payment deadlines, automatically and without prior notice from HARDOUIN:

- HARDOUIN may apply late payment penalties at the most recent interest rate applied by the European Central Bank to its refinancing operations, plus 10 basis points, for each month of delay or part thereof, starting from the due date.
- HARDOUIN shall be entitled to terminate the sale and demand the return of the Equipment and Spare parts delivered and unpaid, at the Buyer's expense, and to refuse any further delivery;
- HARDOUIN may demand immediate payment of all amounts remaining due by the Buyer;
- HARDOUIN will invoice the Buyer for a minimum fixed compensation of 40 euros. This amount may be higher if higher collection costs are justified.

6.3 - Any dispute regarding an invoice must be submitted in writing via registered mail with return receipt requested within ten (10) days of the invoice date. Otherwise, the Buyer shall be deemed to have accepted the invoice and shall be considered in default in the event of non-payment.

6.4 - In any event, the obligation to pay is fulfilled once the amount in euros is definitively credited to HARDOUIN. No discount, rebate, or refund will be granted in the event of early payment.

6.5 - HARDOUIN reserves the right to refuse to fulfill an order from a Buyer who has not paid for a previous order in full or in part, or with whom a dispute is pending. In such cases, HARDOUIN may also require a letter of credit for subsequent orders if the Buyer has previously failed to meet their payment obligations to HARDOUIN. In this case, the letter of credit template must be submitted to HARDOUIN for prior approval.

ARTICLE 7 - RETENTION OF TITLE AND TRANSFER OF RISK

7.1. Transfer of ownership

Equipment and Spare parts sold remain the ownership of HARDOUIN until full payment of the principal and ancillary costs has been made, without prejudice to the transfer of risk of loss, damage, destruction, and theft of the Equipment and Spare parts to the Buyer at the time the transfer of risk takes effect.

7.2. Transfer of risk

Unless otherwise stated in the Quote, the Equipment and Spare parts are transported at the Buyer's risk, and the Buyer assumes all risks from the moment HARDOUIN hands them over to the first carrier. HARDOUIN arranges transportation by the name and on behalf of the Buyer.

International Delivery - Incoterm®

Unless otherwise specified in the Quote, the Equipment and Spare parts are delivered in accordance with the Incoterm® Ex-Works (EXW). HARDOUIN is deemed to have fulfilled its delivery obligations upon handing them over to the first carrier.

Regardless of the contractual Incoterm, the delivery of the Equipment is legally performed at the place and at the time of the transfer of risks of the Equipment.

Incoterms® must be interpreted in accordance with the latest version published by the International Chamber of Commerce at the time of the offer. HARDOUIN arranges transportation by the name and on behalf of the Buyer.

ARTICLE 8 - DELIVERY

8.1. - The Equipment and Spare parts are delivered to the delivery address provided by the Buyer upon acceptance of the Quote(s). HARDOUIN reserves the right to refuse delivery to certain locations if the safety of the delivery cannot be guaranteed.

8.2. Estimated delivery times

Once the Quote has been accepted and the deposit or invoice has been paid, HARDOUIN will, in a timely manner, prepare the order and ship the Equipment and Spare parts as specified in the Quote.

Shipment or delivery times to the destination are provided by HARDOUIN for general guidance purposes only. HARDOUIN undertakes to use its best efforts to meet these estimates but shall not be held liable for any direct or indirect damages caused by any delay relative to the dates mentioned.

8.3. Receipt and claim

The packaging and equipment shall be inspected by the Buyer or by an independent first-class surveyor at the time of transfer of risk, for export upon shipment or loading (Ex Works) in accordance with the contractual Incoterm.

Whether or not transport is at the Buyer's risk, the Buyer shall notify the carrier and the insurer of any damage and provide a copy of the damage report to HARDOUIN within 48 hours. No claims will be accepted after this period. Claims must include the order references and dates, as well as a precise description of the damage. The Equipment shall not be returned without HARDOUIN's written consent. The Buyer shall follow the damage notification procedure as soon as it is provided by HARDOUIN. HARDOUIN may, at its discretion, arrange for a joint inspection with the carrier, the Buyer's experts, and HARDOUIN's experts, and the parties must promptly appoint their respective experts for this purpose.

HARDOUIN disclaims all liability in the event of transport damage resulting from an incomplete container.

ARTICLE 9 - SETTING - INSTALLATION

The setting and installation of the Equipment in accordance with the layout plan approved by the Parties in the order shall be carried out by HARDOUIN or one of its authorized service providers on the dates agreed upon by the Parties.

ARTICLE 10 - WARRANTY

10.1 - HARDOUIN warrants against any defects in materials and workmanship, in accordance with the technical specifications and subject to normal use of the Equipment (12 hours per day).

The following are not covered: defects or damage to the Equipment or Spare parts caused by:

- Natural wear and tear,
- Transportation, for which the Buyer is responsible for filing all claims with the carrier in the manner and within the timeframes customary in such matters,
- The Buyer's actions,
- an external cause unrelated to the Equipment: accident, impact, vandalism, breakage, loss, theft, negligence, force majeure, etc.

The warranty also does not apply in the event of:

- Modification of the Equipment or work performed by the Buyer or their personnel or a company not authorized by HARDOUIN, or carried out using Spare parts not approved by HARDOUIN,
- Use, maintenance, or storage of the Equipment that does not comply with the instruction manual provided by HARDOUIN or is contrary to HARDOUIN's recommendations.

Any other express or implied warranty is excluded. HARDOUIN provides no warranty that the Equipment complies with the local regulations of transit or destination countries.

10.2 - Conditions for the Application of the Equipment Warranty.

The scope of the warranty is limited to the replacement of parts found to have a clearly established defect in material or workmanship.

Under the terms of the contractual warranty, items deemed defective will, at HARDOUIN's discretion, either be replaced or repaired at its factory in France or by a service provider approved by HARDOUIN.

10.3 - For any warranty claim, the Buyer must send an email to HARDOUIN's after-sales services at info@hardouin-sas.fr within 24 months of the Equipment's delivery to the original Buyer.

The claim must be submitted to HARDOUIN within 15 days of discovering the defect and must clearly detail the defect found and the intention to invoke the warranty.

Following a remote diagnosis by HARDOUIN's after-sales service and its approval, the Equipment or Spare part subject to the claim may be shipped by the Buyer to HARDOUIN or one of its authorized partners as soon as possible. With the approval of HARDOUIN's after-sales service, all shipping costs associated with returning the defective product may be covered by HARDOUIN. In cases where the warranty claim is not deemed valid, HARDOUIN reserves the right to request reimbursement of shipping costs and will offer the Buyer a replacement for the product in question or its repair. A new quote will then be sent to the Buyer for their approval and signature.

ARTICLE 11 - ASSISTANCE - TECHNICAL SUPPORT - MAINTENANCE

HARDOUIN will provide the Buyer with a support service accessible via email -info@hardouin-sas.fr - and by phone at 02 51 68 75 76, and will take the necessary steps to handle the Buyer's requests effectively: ensuring the availability and competence of the support staff, their ability to analyze issues and find solutions, and to respond as quickly as possible.

Unless otherwise specified in the Quote, telephone support is available Monday through Friday, excluding French public holidays, from 8:00 AM to 6:00 PM CET (Central European Time).

ARTICLE 12 - OBLIGATIONS AND LIABILITY OF THE BUYER

The Buyer shall ensure that the Equipment and Spare parts ordered comply with the regulations applicable in the countries of transit or destination and with customs clearance procedures; all expenses related to these operations shall be borne by the Buyer.

The Buyer acknowledges that it is the sole party with the best information regarding its business, activities, and needs. As such, the Buyer agrees to fulfill, from the start of the contractual relationship and throughout the performance of this agreement, its obligation to cooperate with HARDOUIN's teams and, in particular, where applicable, in response to requests for information from HARDOUIN, especially in the event of a malfunction.

In the event of a specific need on the part of the Buyer, the Buyer shall provide HARDOUIN with all technical information necessary for the preparation of a Quote, which shall be subject to the Buyer's acceptance.

As of the transfer of risk, the Buyer is responsible for the Equipment. The Buyer acknowledges that it is fully insured for this purpose.

In any event, the Buyer shall refrain from (i) using the Equipment and Spare parts beyond its capacity, (ii) modifying the equipment, its intended purpose, and/or its use, even if the modifications are minor and/or are unlikely to cause any harm to HARDOUIN, (iii) sublease or lend the equipment, and/or (iv) transport it without HARDOUIN's written authorization.

The Buyer agrees to use the Equipment exclusively for personal use. The Buyer is strictly prohibited from purchasing or reselling the Equipment outside of HARDOUIN or within the distribution network established by HARDOUIN.

ARTICLE 13 - LIMITATION OF HARDOUIN'S LIABILITY

It is expressly agreed between the Parties that HARDOUIN's liability, should HARDOUIN's fault be established, does not cover indirect damages, namely operating losses, loss of profits, commercial or financial damages, or increased overhead costs, which the Buyer may incur.

Under the Contract, HARDOUIN shall only be held liable upon proof of a fault attributable exclusively to HARDOUIN.

It shall not be liable in the event of Force Majeure as described in Article 14 below.

It is hereby reiterated that HARDOUIN shall not be held liable in the event of improper use of the Equipment or Spare parts by the Buyer, particularly in the event of a defect or poor maintenance, or if the Buyer has failed to fulfill its obligation to cooperate as described above in Article 12.

In any event, HARDOUIN's liability is limited to the net sales price of the Equipment or Spare part, provided that the corresponding invoice has been duly paid.

ARTICLE 14 - FORCE MAJEURE

In addition to the events typically recognized by French case law as force majeure, HARDOUIN will not be liable to the Buyer for any delays in or failure of performance due to causes likely to stop the manufacturing or hinder the normal fulfillment of the order due to events that it cannot overcome in spite of reasonable diligence, such as, but not limited to, natural catastrophes (whether or not officially acknowledged), transportation troubles, loading or unloading, problems related to customs or more generally to authorities intervening during the production, strikes affecting the production, the

transport, the loading or the unloading etc...As a result, the Buyer shall not be entitled to claim cancellation of its order, price discount or any compensation whatsoever.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1. If any of the contractual documents comprising the Contract are translated, the French version shall prevail.

15.2. The Parties agree and acknowledge that any email exchange constitutes valid evidence admissible in court.

15.3. The invalidity of any provision of the Contract shall not affect the validity of the other provisions; the Contract shall continue in the absence of the invalid provision.

15.4. Waiver

The failure of either Party to invoke a breach by the other of any of its obligations set forth herein shall not be construed in the future as a waiver of the right to claim enforcement of the obligation in question.

15.5. The Parties expressly agree that the Contract may be concluded in the form of an electronic document. It shall have the same probative value as a handwritten document on paper and may be validly enforced against the Parties.

ARTICLE 16 - SETTLEMENT OF DISPUTES AND

Orders are governed by French law, including the Vienna Convention of April 11, 1980 (United Nations Convention) on the International Sale of Goods.

In the event of a dispute that cannot be settled amicably, the Commercial Court of the location of HARDOUIN's registered office shall have jurisdiction.

HARDOUIN shall nevertheless be entitled to bring the matter before the competent court of the buyer's location or to refer the matter to an arbitral tribunal in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Arbitration in Paris (6, avenue Pierre Ier de Serbie, 75 116 Paris - France). In such a case, the dispute shall be decided by an arbitrator appointed in accordance with said rules, which form an integral part of the sales contract and are well known to the Parties. The arbitration shall take place in Paris. The award shall be final and binding on both parties, who undertake to comply with it immediately without raising any conditions, exceptions, or objections, particularly in their own country.