

# General Terms and Conditions of Sale

(version applicable from January 1st, 2023)

These general terms and conditions of sale (the "GTCS") apply to the contractual relationship between GSE Intégration, hereinafter referred to as the "Supplier", and the client company, hereinafter referred to as the "Client". They cancel and replace the previous version of general terms and conditions of sale and may be modified at any time without notice.

## Article 1 – Purpose

Systematically sent or handed to each Client, these GTCS represent the sole basis of the commercial negotiation and apply to all sales of products, except in case of special waiver clauses that the Supplier can set. The resellers of the Supplier's products must make these GTCS enforceable against sub-purchasers with respect to the corresponding provisions.

Any placing of an order implies the Client's unreserved acceptance of these GTCS. Any different condition opposed by the Client (in particular a stipulation affixed to the order or contained in the general terms and conditions of purchase) shall, in the absence of its prior express written acceptance, be unenforceable against the Supplier, regardless of the time at which it may have been brought to its attention. The fact that the Supplier does not enforce any provision of these GTCS at a given time shall not be deemed as a waiver of this right.

## Article 2 – Formation / modification of the contract

Any sale, even if negotiated by the Supplier's agents or representatives, shall only be deemed to be accepted by the Supplier if it is confirmed in writing or executed. The Supplier's price lists, catalogues or other advertising or promotional documents are for information and guidance only; they do not constitute an offer. The Supplier reserves the right to withdraw a product from its range without notice, or to modify its characteristics for reasons related in particular to technical developments or changes in manufacturing or packaging conditions. The Supplier reserves the right to suspend or definitively stop the production of any product.

Orders must be made in writing, duly completed by the Client and must include all the information necessary for their proper execution.

## Article 3 – Price

The prices of the products are those in force on the order's date. Prices are quoted "ex works", packaging, transport and insurance costs may be

added. The Client shall also bear the loading risks.

For international sales, the place of delivery of the products, the distribution of costs between the parties as well as the transfer of risks are governed by the INCOTERMS 2020 specified in the order.

Prices are exclusive of VAT and other applicable taxes and are expressed in Euros (€). They are subject to change according to the variations to which the Supplier is subject by the manufacturers.

Tariffs are subject to change without notice. Any creation or modification of one or more taxes or contributions, particularly environmental, is likely to cause the selling price of products to vary proportionally upwards or downwards.

## Article 4 – Payment terms

The payment is made by bank transfer. The sums due are payable within 30 days net from the invoice date, without discount. Any payment by the Client is attributed to the oldest invoice.

The above items may be changed in accordance with the Supplier's written agreement.

A deposit or full payment of products before shipping may be required in some cases.

## Article 5 - Late payment

In case of non-payment on the due date, late payment penalties will apply automatically to the invoice concerned and will correspond to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. These late payment penalties are payable without the need for a reminder. Interest shall accrue from the day following the payment date specified on the invoice until full payment of all sums due to the Supplier. The Client shall pay a flat-rate indemnity of 40 euros per invoice for collection costs, in accordance with Article D.441-5 of the French Commercial Code (indemnity due by operation of law without formality) and shall compensate the Supplier for the additional costs that it will have incurred in order to obtain payment of the sums due.

Moreover, in case of non-payment of an invoice that has fallen due, after formal notice has been given and has remained without effect within 48 hours, the Supplier has the right to suspend any current and/or future deliveries. In the event that a Client places an order without having paid for the previous order(s), the Supplier may refuse to accept the order and to deliver the products concerned without the Client being

able to claim any compensation whatsoever, for any reason whatsoever.

## Article 6 - Retention of title

By way of derogation from article 1583 of the French Civil Code, the transfer of title on the products is subject to the full payment of the price in principal and accessories.

In the event of non-payment - even partial - at the agreed term, the Supplier may demand the return of the goods or even recover the products, at the Client's expense, after formal notice by registered letter with acknowledgment of receipt has remained without effect. Any advance payment that may have been made shall be forfeited as compensation for the loss resulting from the non-performance of the contract, without prejudice to the Supplier's right to claim a full compensation for damages.

The above provisions do not prevent the transfer to the Client of the risks of loss or deterioration of the products, from their delivery, subject to retention of title as well as the damage that these could cause.

In the event of a bill of exchange, or any title to cover this price, creating an obligation to pay, the transfer of ownership will only take place after collection.

Thus, if the Client is subject to receivership or judicial liquidation, the Supplier has the right to claim, within the framework of collective proceedings, the products sold and remaining unpaid. The Client shall be the depository and custodian of the said products from the delivery date.

In the event of non-payment and unless the Supplier prefers to request full and complete execution of the sale, the Supplier has the right to consider the sale as resolved for fault, after formal notice has remained unsuccessful for 15 days and to claim the products delivered back. The return costs remaining payable by the Client and the payments made being acquired by the Supplier as a penalty.

## Article 7 – Shipping - Delivery

At the Client's request, he products shall either be made available at the Supplier's warehouses or shipped to the address stated on the order.

The packaging and, if necessary, the shipment of the products are made at the Client's expense.

The delivery term agreed at the order's registration date is approximate and not guaranteed.

Consequently, any delay in delivery of products may not give right to the Client to

claim damages, penalties or cancellation of the order.

The Client shall check the products once they are delivered. If products are missing, damaged or apparently non-compliant, the Client must make all the necessary reservations on the delivery slip upon receipt of said products. These reservations must also be confirmed in writing within three working days of delivery, by registered mail with acknowledgement of receipt. Failing this, the Client is deemed to have accepted the products without reservations. The Client must provide evidence that the stated defects exist, and the Supplier reserves the right to conduct any on-site investigations and verifications, whether directly or through an intermediary. The return of non-compliant goods will be subject to the prior agreement of the Supplier.

## Article 8 - Transfer of risks

Unless otherwise specifically agreed between the parties, any risk of theft, loss, damage or destruction will transfer to the Client on delivery or, in the event of handling by a carrier, on handover of the goods to the first carrier.

At the request and at the expense of the Client, the Supplier may take out insurance against loss and damage in transit.

## Article 9 - Force majeure – Hardship

### 9.1 Force majeure

The Supplier shall not be held liable if the non-performance or delayed performance of any of its obligations set out in these GTCS is the result of a force majeure event. Force majeure means any event as described in Article 1218 of the French Civil Code and generally retained by French case law.

### 9.2 Hardship

If either party establishes that :

- the performance of its contractual obligations has become excessively onerous as a result of an event beyond its control and which could not reasonably be foreseen at the time the order was concluded, and
- that party could not reasonably avoid or overcome that event or its effects; the parties undertake, within a reasonable period of time after this clause has been invoked, to negotiate new contractual conditions which reasonably take into account the consequences of the event. Where this clause is applicable, but alternative contractual provisions reasonably taking into account the effects of

the event invoked have not been accepted, as provided above, the party having invoked this clause shall be entitled to terminate the contractual relationship.

#### **Article 10 – Warranties and liability**

##### **10.1 Warranties**

On delivery date the Supplier guarantees the conformity of the products to the NF EN standards for standardised products or the conformity to the prescriptions imposed by the applicable New Technical Surveys (ETN) / Technical Notice (Atec) / Technical Application Document (DTA). The products also benefit from the guarantee of hidden defects under the conditions of articles 1641 and following of the French Civil Code. Without prejudice to these provisions, but not in addition to the legal guarantees :

- the polypropylene sheets of the GSE IN-ROOF system are guaranteed for ten (10) years against any leakage problem or abnormal ageing of the material involving leakage problem, starting from the delivery date ;
- the mechanical strength of ground-fixing system for framed photovoltaic modules GSE GROUND SYSTEM is guaranteed for twenty (20) years.

The benefit of these warranties is subject to compliance with the prescriptions described in the installation and use guide provided with the product or available online on the Supplier's website and to the distinct and unaltered original identification marks (including the brand or serial number). Apparent defects which have existed on delivery date but have not been declared as reservations in accordance with Article 7 above are not guaranteed. Defects and deterioration caused by natural wear and tear or by an external element, or by a modification of the product not foreseen or specified by the Supplier, by handling, in particular during transport, unsuitable storage or improper use of the product, or by theft or loss, are also excluded from the guarantee. Periodic care and maintenance are the responsibility of the purchasers of the products. The Client, its resellers must remind this to their customers.

In case of defect of any kind, the Client or its customers must take the necessary precautionary measures. The warranty **only** covers the repair or, if necessary, the replacement by an identical or equivalent product of the product recognised by the Supplier as non-compliant, to the exclusion of any other costs, expenses or damages, direct or indirect. Under no circumstances may the Supplier be held liable for indirect damages (in particular operating loss, lost earnings, loss of opportunity, loss of production, loss of profits or compensation for delays), or for damage resulting from a defect or lack of maintenance, handling, unsuitable storage, non-compliant installation or in an environment unsuitable for the building's location.

The benefit of the guarantee must be requested by registered letter with acknowledgement of receipt sent directly to the Supplier under the conditions of Article 1648 of the French Civil Code. Repairs or replacements carried out under the warranty may not result in an extension of the original contractual warranty period applicable to the product concerned.

For Enphase brand products, the benefit of the guarantee must be requested directly from Enphase company.

Furthermore, if the Supplier's personnel is present on a construction site, it will not replace any participant whatsoever in the act of construction (project owner, fitter, project manager, design and control offices, etc.), as the Supplier is not insured in this respect.

If the Supplier is unable to replace or repair the defective products within a reasonable period of time beyond the time limits initially announced, it shall inform the Client, who shall be entitled to request cancellation of the order.

The Supplier guarantees that the products delivered are free of any third-party rights, subject to the provisions of Article 14 below.

##### **10.2 Limitation of liability**

Under no circumstances shall the Supplier's contractual liability, as it may be incurred pursuant to these GTCS, exceed the amount of the sums paid or remaining to be paid by the Client for the purchase of products, unless these provisions are contrary to the public policy.

#### **Article 11 - Jurisdiction**

Any dispute relating to the application, interpretation, execution of these GTCS or the price payment shall be submitted to the exclusive jurisdiction of the court of the Supplier's registered office, regardless of the place of order, delivery, payment, mean of payment and even in the event of a call for guarantee or multiple defendants. In case of legal action or any other action for debt collection by the Supplier, the costs of summons, court costs, lawyer's and bailiff's fees and all ancillary costs shall be borne by the Client.

#### **Article 12 - Applicable law**

These GTCS are governed by French law.

#### **Article 13 - Confidentiality**

Prices are confidential.

#### **Article 14 - Intellectual property**

Without the Supplier's prior written permission, Client may not sell the products under names other than those used by the Supplier. Patents, trademarks, know-how, copyrights, trade secrets, models, plans, studies, and other appropriate documents and tools, which are part of the products or are made available by the Supplier, remain its entire property or that of its co-contractors, and may not be communicated or reproduced without the prior written permission of the Supplier, even if a contribution to the costs of their establishment has been invoiced. No licence, express or implied, is provided in connection with the sale of the products by the Supplier. The Client undertakes to refrain and will use all reasonable means to obtain the same commitment from its customers, to reverse engineer and/or disassemble the products.