

General Terms and Conditions of Sale

(version applicable from January 1st, 2025)

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. 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 – Return of goods

All product returns must be formally approved in advance by our sales and/or management departments. Returned goods must be marketable again and must be returned with the delivery note, the relevant invoice and an acknowledgement of receipt (ARR). Any product returned without our agreement or to a location other than the original shipping site will be refused unloading and will not be eligible for a credit note. As the costs and risks of the return are always to be borne by the purchaser, the seller reserves the right to charge the purchaser for any transport costs incurred. The return will be made on the basis of the original price, at the price excluding VAT invoiced on the date of collection, after deduction of a 30% discount.

Article 9 – 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 10 – Force majeure – Hardship

10.1 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.

10.2 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 11 – Warranties and liability

11.1 Warranties

On the delivery date, the Supplier shall guarantee that the products will conform with the standards for standardised products, or with the requirements imposed by the applicable fields of use of the products in question on the delivery date. The products are also covered by the warranty against latent defects under the terms set out in Articles 1641 et seq. of the French Civil Code.

These provisions notwithstanding, but not in conjunction with the legal safeguards:

- The GSE IN-ROOF SYSTEM and GSE ON-ROOF SYSTEM mounting systems have a ten (10)-year warranty against leaks or abnormal material ageing involving leaks, starting from the delivery date.
- The GSE GROUND SYSTEM mounting systems have a twenty (20)-year warranty on their mechanical strength, starting from the delivery date. Such strength refers to the system's ability to withstand external climatic stresses and forces (wind, snow, hail)

without suffering permanent deformation or loss of functionality. Claims under warranty may be made in cases where a component or the system is permanently structurally deformed due to such natural forces. However, this warranty does not cover damage caused by intentional human intervention or non-climatic external forces.

Entitlement to claims under such warranties is subject to compliance with the requirements and fields of use described in the certificates and installation and usage guides supplied with each of the systems (or any other notices) mentioned above or available online on the Supplier's website at <https://connector-gseintegration.com>, and to the distinct and unaltered presence of original identification marks on the product (including the brand or serial number).

The Supplier's warranty only covers systems marketed by the Supplier itself, and only if all the system components have been installed. The Supplier shall not be held liable in cases where competing parts or parts developed by the Client or any sub-purchaser are used. The warranty shall cease to be valid in such cases.

Patent defects that existed on the delivery date but were not the subject of any reservations under the terms set out in Section 7 above are not covered by the warranty. Defects and damage caused by natural wear and tear or by an external element, or by any modification to the product that was not intended or specified by the Supplier, or by handling, in particular during transport, unsuitable storage or improper installation of the product, or by theft or loss, are also not covered by the warranty. Periodic servicing and maintenance are the responsibility of the purchasers of the products. The Client and its resellers must remind their customers of this obligation.

The Client or its customers must take any necessary precautionary measures in case of any kind of defect whatsoever. The warranty **only** covers repair or, if necessary, replacement by a product that is identical or equivalent to the product that the Supplier recognises as being non-compliant, to the exclusion of any other direct or indirect costs, expenses or damages. 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 installation in an environment that is unsuitable for the building's location.

Claims under warranty must be made by registered letter with acknowledgement of receipt sent directly to the Supplier, within a maximum period of two months from such

time that the defect was discovered. The Client's entitlement to claims shall lapse thereafter. Repairs or replacements carried out under warranty may not result in any extension of the original contractual warranty period applicable to the product in question.

For Enphase-branded products, claims under warranty must be made directly to Enphase.

Furthermore, if the Supplier's personnel are present on a construction site, they shall not under any circumstances replace any participant whatsoever in the act of construction (project owner, fitter, project manager, design and inspection 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 periods initially announced, it shall inform the Client to this effect, and the Client shall be entitled to request cancellation of the order.

The Supplier warrants that the products delivered are free of any third-party rights, subject to the provisions set out in Section 14 below.

11.2 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 12 – 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 13 – Applicable law and translation

These GTCS are governed by French law. These GRCS have been translated from French into English to make them easier for customers to understand. However, in the case of a difference of interpretation or a dispute arising from a translation, only the French version will be considered authoritative.

Article 14 – Confidentiality

Prices are confidential.

Article 15 – 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. 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.

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