

## 1. GENERAL PROVISIONS

1.1. These terms and conditions of sale ("GT&Cs") apply (i) to offers issued by Gravotech, Inc. ("Gravotech"), (ii) to orders received by Gravotech from a customer ("Customer") and (iii) to all Products supplied and/or Services performed by Gravotech. "Product" means any (i) machines, spare parts, (ii) software and/or associated activation keys (material or immaterial lock), (iii) accessories and/or (iv) consumables sold under a Gravotech Group's brand. "Service" means any services performed by Gravotech related to the Products. Gravotech and the Customer shall be referred to herein individually as a "Party" and collectively as the "Parties."

1.2. Sales are governed by the contract ("Contract"), which is formed in order of prevalence by: any special conditions executed between the Parties, offers submitted by Gravotech, the "Gravotech Customer Warranty Policy", the user guide of the concerned Product, any orders accepted by Gravotech and these GT&Cs. Acceptance of the latter shall not be conditional, i.e. subject to reservations or modifications unless agreed in writing between the Parties. The Contract shall prevail over any terms put forward by the Customer in its order or in any other document.

1.3. Unless otherwise agreed, offers issued by Gravotech remain valid for a period of one (1) month from their issuance. The Customer should verify any pricing changes for quotes older than thirty (30) days before submitting a purchase order. Unless expressly agreed, Gravotech shall not be bound, under any circumstances, by any declarations nor proposals made by a third party of its distribution network. Gravotech may correct unilaterally any mathematical and typographical errors in its offers or in the Customer's orders. Gravotech shall promptly notify the Customer of such corrections. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Gravotech of any of these GT&Cs.

1.4. Gravotech is a company of the Gravotech group ("Gravotech Group"). Accordingly, Gravotech may perform any of its obligations or exercise any of its rights under the Contract by itself or through any other company of the Gravotech Group.

## 2. ORDERS

2.1. The Customer acknowledges having received all necessary information before contracting with Gravotech and having had the freedom to ask all necessary questions. The Customer acknowledges that it is responsible for selecting the Product and for ensuring that the Product is suitable for its expressed needs.

2.2. No binding agreement to provide Products and/or perform Services shall exist until such time as the Customer's order is accepted and approved by Gravotech at its head office in Duluth, Georgia. Notice of such approval may be furnished to the Customer in the form of a written acknowledgment, or by shipment of the Products, or performance of the Services requested by the Customer.

2.3. The minimum order amount is set at one hundred US Dollars (100\$), excluding tax, shipping and packing costs.

2.4. If necessary and except for customized solutions, Gravotech may, at any time, carry out any technical or aesthetic modifications or improvements, or substitute any new Product for one previously ordered and not yet delivered. In such case, the Customer may not refuse delivery of Products or make any request for modification so long as the new Product's characteristics are at least equal to those of the initially ordered Product.

2.5. Any modifications to the order shall be requested by the Customer before its delivery, in writing to Gravotech, which reserves the right to refuse them. The acceptance of such modification may lead to a delay in delivery and/or a price increase, which may never be used as grounds for cancelling the initial order, reducing the price or requesting compensation.

2.6. Gravotech shall not be obliged to modify its Products (for example to create new functions). Such specific development requests for machines or software to meet the Customer's needs shall be quoted for separately.

2.7. Unless expressly agreed by Gravotech, no order cancellation nor reduction/extension of delivery time is authorised. However, in cases where order cancellation is accepted, any part of the order already fulfilled on the reception date of the written notification shall be invoiced to Customer. Compensation shall be based on progress, supplies made and studies and administration costs. Late fees, reprocessing fees, taxes and any other fees of any kind related to the cancelled order shall be borne by Customer. In addition, and

## Gravotech Inc. Terms & Conditions of Sale

in any event, a fixed additional penalty amounting to ten percent (10%) of the cost of the cancelled order shall be paid by Customer to Gravotech, irrespective of the grounds for cancellation.

2.8. Deposits or down payment paid by the Customer are non-refundable unless Gravotech is not able to perform the Contract, or if the Customer is entitled to a refund by law.

## 3. TRIALS – DRAWINGS/SPECIFICATION

3.1. If the Customer requires testing, it shall do so in writing. The Customer shall ensure provision and the choice of material or object to be tested (the "Sample") and validate the technical solution.

3.2. All drawings, specifications, technical documentation, Samples, prototypes shall be deemed approved and/or accepted by Customer if Customer does not provide a written objection and/or rejection within five (5) days of receipt or other reasonable time established by Gravotech. Any objection and/or rejection by the Customer must be in writing and state with specificity all defects and non-conformities upon which Customer will rely to support its rejection. Failure to provide such timely notice constitutes acceptance and a waiver of any such claims by Customer.

3.3. Sample(s) shall be returned to the Customer if the Customer requests so after the trials have been conducted. If the Customer does not request the return of the Sample(s) within ten (10) days of the trial being conducted, Gravotech shall dispose of or destroy the Sample(s) at the Customer's cost.

3.4. Under no circumstances shall Gravotech be liable for any damages arising from a trial and caused to Sample(s), irrespective of the value of said Sample(s).

## 4. PROVISION OF SERVICES

### 4.1. General

4.1.1. Shall Gravotech's personnel access the Customer's premises for performance of the Services, they shall comply with the health and safety internal rules and rules of procedure provided beforehand by the Customer. Customer shall ensure access to the Products during or after provision of the Services. Shall Products not be accessible, Gravotech may charge to Customers in addition to the service price and labour and travel cost, extra fees in consideration to the impossibility for its staff to work and lost hours. The Customer shall be insured against all risks and damages that may arise to the installation, the Product, the Customer's or third party's personnel, and Gravotech's personnel if the latter are involved.

4.1.2. If the Customer needs to be present on Gravotech's site, the Customer shall remain liable of its own staff who shall comply with health and safety rules and rules of procedure in force on Gravotech's site.

4.1.3. Customer shall be responsible for providing premises and environment that are at all time suitable for the installation of the Products and that meet all requirements, technical pre-requisites and security standard issued by Gravotech. Gravotech shall not be responsible for any structural or other alterations to the Customer's premises required to perform the Services.

### 4.2. Installation

4.2.4. All Products shall be assembled and installed by Customer's qualified and certified personnel and at the expense of the Customer.

4.2.5. Installation, maintenance and operating the Product shall be made in strict compliance with Gravotech's written instructions. Gravotech shall not be held liable in the event of faulty installation or damages resulting from installation performed by the Customer or any appointed third party.

4.2.6. At Customer's request and upon acceptance of Gravotech's quote, Gravotech may furnish personnel and equipment to assist in the assembly, installation and/or start-up of the Products. All expenses for transportation, food, lodging and other travel expenses shall be borne by Customer. Customer shall have competent supervisory, maintenance and operating personnel present when Gravotech's personnel are performing such Services. Without prejudice to any other of these conditions, Gravotech's sole liability in the event of any defect in its assembly, installation and/or set-up of the Products shall be to remedy that defect at its own expense. Except for liability for death or personal injury arising out of Gravotech's gross negligence, Gravotech shall not be liable for any other loss or damage of whatever nature suffered by the Customer arising out of the supply and installation of the Products at the Customer's premises.

# Gravotech Terms & Conditions of Sale

4.3. **Care and maintenance:** The Customer shall at all times maintain the Products in the manner described in the user guide. Said maintenance shall be undertaken by qualified and certified personnel. The Customer may enter into a complementary maintenance contract with Gravotech.

## 5. PRICES AND PAYMENT.

5.1. Prices contained in Gravotech's published price lists, if any, may be subject to change without notice.

5.2. Prices contained in Gravotech's offers do not include taxes or other governmental levies such as customs duties, if any. Customer is solely responsible for paying all taxes or governmental levies resulting from Gravotech's supply of any Products or performance of Services.

5.3. All prices are quoted and payable in United States dollars only. Unless otherwise agreed in writing by Gravotech, Customer shall pay a down payment of fifty percent (50%) of the price quoted upon acceptance of the order. Subject to credit approval, payment shall be made no later than twenty-five (25) days net from invoice date. Otherwise, payment shall be made in full in advance. In case of rejection of payment or withdrawal, any induced bank charges will be invoiced in full to the Customer.

5.4. All amounts not paid to Gravotech when due shall incur a carrying charge of one-point five percent (1.5%) per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. In the event of default or delay in payment not remedied after formal notice to execute, Gravotech reserves the right to request (i) immediate payment of any other receivable amount owed by CLIENT, even if it is not yet due and/or (ii) the return of the Product and/or (iii) the cancellation of the sale and/or (iv) to suspend any pending or future order or delivery until payment has been regularized by CLIENT or until CLIENT has settled its liabilities.

In all cases, GVT shall then retain the down payment as an indemnity.

5.5. If payment is conditioned on post-shipment Services to be provided by Gravotech, such as installation, and if Customer does not cooperate to facilitate such Services, Customer shall be responsible for any documented increased costs caused by Customer's failure to reasonably cooperate in facilitating such Services, and any amounts which remain to be paid shall become immediately due and payable.

## 6. SHIPPING AND DELIVERY

6.1. All Products shall be delivered F.C.A. Gravotech's dock, Duluth, USA (Incoterms® ICC 2020) unless otherwise agreed in writing by both Parties. Customer shall bear all transport costs and risks of the shipment. The Customer undertakes to provide Gravotech with all required documentation concerning tax or import-export formalities.

6.2. Conditions specific to software: intangible deliveries shall be made by direct supply to the Customer and by whatever telecommunication medium chosen by Gravotech, including by downloading the software and software activation licenses.

6.3. Notwithstanding any applicable reservation of ownership clauses, all risks of loss or damage to Products ordered by Customer shall pass from Gravotech to Customer according to the Incoterms provided hereabove. Gravotech's non-compliance with the accepted order shall not affect the passing of the risk of loss to Customer notwithstanding any provision of law to the contrary.

6.4. Transportation, insurance, import customs duties, handling, and delivery are undertaken at the Customer's costs, expenses and risks. Upon transfer of risks, it is the Customer's responsibility to take out adequate insurance with a reputable insurance company to cover the risks related to these operations (caused to the Products or to third parties by the Products) and inspect the packages upon receipt.

6.5. If the Customer wishes to collect the Products at Gravotech's premises, the Customer shall notify Gravotech of this specific shipping instruction in the purchase order and the Customer shall collect the Products from Gravotech's premises within three (3) business days of Gravotech notifying the Customer that the Products are ready for collection.

6.6. The packaging shall be designed or prepared by Gravotech at its discretion and according to what it deems appropriate. The costs of special packaging for maritime and air shipping and storage shall be at an additional charge. Packaging shall always be dealt with by the Customer and will never be taken back by Gravotech.

## 7. RETENTION OF TITLE

7.1. Notwithstanding applicable Incoterms, **GRAVOTECH RETAINS OWNERSHIP OF THE PRODUCT UNTIL FULL PAYMENT OF THE PRICE IN PRINCIPAL AND ITS INCIDENTALS BY THE CUSTOMER.** In case of any collective proceeding, seizure or any other situation affecting the Customer that may affect the Products subject to a retention of title, the Customer undertakes to immediately inform Gravotech.

7.2. Gravotech may thus claim ownership thereof in addition to any security interest retained under Article 14. Until the title to the Products has passed to Customer, Customer shall keep the Products separate from those of Customer and third parties, and keep them properly stored, protected, insured and identified as property of Gravotech. Customer shall be entitled to resell the Products in the ordinary course of its business but shall account to Gravotech for the proceeds of sale of these Products. In cases of the Products being resold before complete payment has been made by the Customer, the amount corresponding to the price of resale is to be automatically transferred to Gravotech.

Should the Product be destroyed or stolen, the outstanding amount shall be differed to the insurance indemnity subrogated to the Product and to be collected by the Customer. The Customer expressly accepts to subrogate Gravotech in its rights in respect of its insurer.

## 8. TERMS

8.1. Shipping dates are estimates based on Gravotech's present engineering and manufacturing capacity and scheduling and may be revised by Gravotech upon receipt or scheduling of Customer's purchase order. All shipping dates shall be computed from the date of entry of the order on Gravotech's books after receipt of the down payment. They are further subject to Gravotech's prompt receipt from Customer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the accepted order, and of all drawings, specifications, information and approvals necessary to provide Products and to grant any credit proposed in the order.

8.2. Gravotech shall not be in default because of its delay or failure to deliver or perform Services resulting, in whole or in part, from: (i) any fortuitous event, cases of force majeure (notably: foreign or domestic embargoes, seizures, acts of God, insurrections, acts of war or terrorism, fires, floods, explosions, strikes, sanitary crisis, pandemic), or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack or difficulties of usual means of transportation, or any kind of accidents, contingencies, or events, at Gravotech's facilities or elsewhere (whether or not beyond Gravotech's control) which directly or indirectly interfere with, or render substantially more burdensome Gravotech's production, delivery, or performance, or (iii) delay by the carrier or any third party. In such events, the Customer shall not be entitled to any compensation or penalty.

8.3. To the extent permitted by law, delivery delays by Gravotech may under no circumstances justify Customer's payment withholding or partial or total cancellation of an order (except otherwise stated herein) or lead to the application of penalties for late delivery. However, shall Gravotech expressly agree to apply penalties for delays attributable solely to Gravotech, penalties shall in any case (i) not exceed 1% per week of delay within the limit of five percent (5%) of the total FCA value of the delayed Product and/or Service and (ii) be a full discharge of Gravotech's liability. Such penalties may only apply after formal notice to Gravotech of Customer's intention to implement them.

8.4. If shipment of any Product or other performance of a Service by Gravotech is delayed at the request of or due to the fault of Customer, Gravotech may, at its option, elect to: (1) hold the concerned Product at the risks and expenses of the Customer for later shipment, or (2) cancel Customer's order and impose a twenty percent (20%) restocking fee.

## 9. CLAIMS UPON RECEIPT – ACCEPTANCE OF THE PRODUCTS.

9.1. **Transport claims:** in the event of missing items, obvious damage to or loss of the Product occurring during transportation, the Customer shall lodge its reserves upon receipt and claim against the carrier within the legal time limits and with respect to the applicable procedures and law.

9.2. **Acceptance:** Any claim regarding non-compliance or obvious defects of Products (not related to transport) must be made within eight (8) days after receipt of the Products, by email, mail or phone (and confirmed by email).

9.3. In absence of formal claim within the aforementioned conditions, the Customer tacitly acknowledges that Product(s) received conform to its order and

# Gravotech Terms & Conditions of Sale

fit the expected purpose and need, and that Gravotech provided Customer with appropriate information, advice and necessary recommendation. Products shall then be deemed accepted.

## **10. SPECIFIC PROVISIONS RELATED TO SOFTWARE**

10.1. The license relating to Gravotech's software enables Customer to activate and use said software. The license is protected by an activation key (material or immaterial) which is essential for using the license. The licensing terms and conditions of Gravotech's software are described in Gravotech's "End User License Agreement" (EULA). In order to use the software the Customer must acknowledge and accept the EULA without reservation.

10.2. Gravotech does not guarantee that the features contained in its software meet the Customer's needs unless they have been beforehand expressed and agreed between the Parties in writing.

## **11. WARRANTIES.**

11.1. Gravotech warrants that Products fully conform to the order, to any and all specifications, and descriptions applicable to such Products and shall be free from defect in material and workmanship as per certain conditions and for the applicable period set forth in the document "Gravotech Customer Warranty Policy" in force at the time of issuance of the order.

11.2. Customer warranty shall take effect from the invoice date and shall be subject to the following cumulative conditions:

- Appropriate and sufficient maintenance is duly performed on the Product;
- Proper storage and operating conditions of all Products, including parts and consumables;
- Absence of: negligence, reckless or wilful misconduct, lack of surveillance, lack of supervision or control, lack of maintenance, misuse, incorrect use or fault by the Customer (including its agents or employees), non-compliance to guidelines and safety instructions or recommendations for use, non-respect of technical instructions, normal wear and tear, lack of or use of inadequate or poor quality lubricant, liquids and additives;
- Absence of force majeure event or fortuitous event;
- Occurrence of the defect during the use generally expected for this kind of supply or applications expressly accepted by Gravotech, and in course of normal use according to the specifications and applications intended for the Product;
- No intervention by the Customer or a third party (specifically unsealing, disassembling, repairs or modifications).

The warranty period shall not be extended or interrupted by after-sales service or amicable or legal claims made by the Customer.

11.3. The Customer undertakes to respect the applicable warranty procedure and, specifically, the instructions given by Gravotech or, as the case may be, by its representative (completing the form, serial number, description of the problem and tests carried out). Should such conditions have not been fulfilled, the request shall be held invalid. Gravotech shall decide at its sole discretion whether to replace, repair or reimburse the Product given the conditions of each case, and applicable terms.

11.4. The costs and risks for shipping Products under warranty to Gravotech shall be borne by the Customer.

11.5. The costs and risks for returning the Product to the Customer shall be borne by Gravotech.

11.6. Gravotech warrants software for a period of three (3) months from the delivery date against all manufacturing defects or flaws that may be reproduced and duly documented by the Customer and observed during normal usage of the software.

11.7. Gravotech warrants to Customer that the Products will be as described in the Contract in all material respects, subject to the limitations stated herein and Gravotech's published and internal standards; however, Gravotech retains the right to change the dimensions, composition, design, performance, color and appearance of the Products without liability if, in its judgment, the change is non-material. Gravotech may, in its sole discretion, also rely on any generally accepted industry standards.

11.8. Second-hand products, or specific Products that have been specifically developed or customised or manufactured outside standard catalogues or modified at Customer's request may not be returned or replaced and may only be repaired, unless faulty. Warranty terms on specific Product shall apply and be provided separately by Gravotech.

**11.9. THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THESE GT&CS.** Any representations as to performance and other matters provided by Gravotech, except as contained in these GT&C's, are for illustrative purposes only and do not constitute a warranty. Whether or not the Products are to be used exclusively by Customer, there shall be no third-party beneficiaries to the express warranties contained herein. Gravotech does not warrant any portion of the Products not manufactured by or not furnished by Gravotech (whether or not specified to Customer), but Gravotech shall assign to Customer upon request all assignable warranties of Gravotech's suppliers related to such Products. Gravotech's warranties shall be void if the software provided by Gravotech is modified or if a third-party software, not provided by Gravotech, is used concurrently with the software provided by Gravotech, without the prior written authorization of Gravotech. All descriptions, shipping specifications and illustrations of the Products and its quality and other systems and capabilities in catalogues, brochures and price lists or otherwise provided by Gravotech are intended for general guidance only and Gravotech is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Gravotech does not warrant that it or the Products are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in these GT&C's or the Contract.

11.10. Customer's remedies shall be limited (even in the event of Gravotech's default of its warranty obligations) exclusively to those provided in this section and in Gravotech's Customer Warranty Policy. Customer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC, as modified and limited herein.

11.11. GRAVOTECH DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN PRODUCT TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Gravotech does not warrant that the Products will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality, or other jurisdiction beyond the specific express warranties in these GT&Cs and the Contract. Gravotech does not warrant the accuracy of the patent rights or any other intellectual property rights of the Products or their non-infringement upon other intellectual property rights.

11.12. All warranty and non-warranty parts, inspection, labor, service, software, and training, if any, provided by Gravotech or any company of its distribution network (including those provided under purchase orders subsequent to the Contract) related to the Products are subject to all limitations and disclaimers of warranties and remedies provided in the Contract.

11.13. It is Customer's responsibility to provide all proper devices, tools, training, and other means that may be necessary effectively to protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, or service of the Products. Manuals furnished by Gravotech; ANSI Safety Standards; EPA, OSHA and similar state regulations and other sources should be used by Customer to insure the safe use of the Products. If Customer fails to comply with the obligations set forth in this section, Customer shall indemnify and hold Gravotech harmless from any liability or obligation incurred by Gravotech to property or persons injured directly or indirectly in connection with the operation of the Products and all warranties of Gravotech shall become automatically void.

11.14. The Customer shall be solely responsible for ensuring that the Products are used in compliance with all applicable federal, state and local laws and ordinances, and with any use and maintenance instructions given by Gravotech.

## **12. OUT OF WARRANTY PERIOD**

Out of the scope or term of the warranty, repair works shall only be carried out after Customer has agreed in writing on the quote issued by Gravotech. Without such an agreement of said quote within one (1) month from its issuance date, all fitting and appraisal costs shall be borne by Customer. Shall Customer ask for repair before the issuance of the quote, fitting, repairs and tests works shall be carried out upon receipt of Customer's written order, inducing a complete agreement on their costs in consideration of Gravotech 's prices in force at the date of the repair.

## **13. LIABILITY.**

13.1. Insofar as the Customer may demonstrate having suffered damages caused by Gravotech arising out of the performance of the Contract, Gravotech's liability shall be limited to compensation of direct material damages. Gravotech's total aggregate liability to the Customer for direct losses arising under or in connection

# Gravotech Terms & Conditions of Sale

with any Contract between the Parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred percent (100%) of the total sum paid by the Customer for the order or the part of the order which causes the damages or which was affected by the said damages.

13.2. UNDER NO CIRCUMSTANCES SHALL GRAVOTECH BE LIABLE TOWARDS CUSTOMER NOR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) FOR (I) INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL OR LIQUIDATED DAMAGES AS DEFINED IN THE UCC OR OTHERWISE AND (II) ANY DAMAGES (DIRECT OR INDIRECT) FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS, LOSS OF PROFITS, OPPORTUNITIES OR PRODUCTION, SHORTFALL IN EARNINGS WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation shall be enforced regardless of whether Gravotech has defaulted in its warranty or other obligations.

13.3. Customer shall defend, indemnify and hold Gravotech harmless from and against any third party claims, damages, costs, expenses, injury or losses based upon or arising out of any gross negligence, act or omission or wilful misconduct of Customer under this Contract and/or any material breach by Customer of its obligations under the Contract., and/or out of the use, storage, sale, processing or other disposition of the Products, supplies or materials used in connection with the Products, or parts manufactured with the Products, if the action or inaction of the Customer or its employees, customers or agents caused injuries or damages giving rise to claims against Gravotech.

## **14. SECURITY INTEREST.**

The Customer hereby grants a security interest to Gravotech in all Products and documents related thereto and proceeds and products therefrom (collectively, "collateral") to secure all obligations of the Customer to Gravotech, whether or not arising under the Contract. Customer irrevocably authorizes Gravotech to file financing statements and amendments thereto evidencing its security interest in collateral. Customer will, upon, request of Gravotech, provide such information as Gravotech may reasonably require in connection with such financing statements. All sales under the Contract shall be subject to the Uniform Commercial Code as adopted by any applicable jurisdiction.

## **15. PROPRIETARY AND CONFIDENTIAL INFORMATION.**

Information disclosed by either of the Parties before or during the performance of the Contract and which may be of a confidential nature, shall not be disclosed or used by the receiving Party until the termination of the Contract and for five (5) years afterwards.

## **16. INTELLECTUAL PROPERTY RIGHTS ("IP RIGHTS")**

16.1. Gravotech and any other company in the Gravotech Group, as the case may be, shall remain the sole owner of its know-how, commercial or business name and all of its IP rights including, but not limited to patents, trademarks, designs and models, copyright, and domain names. The sale of a Product and/or Service does not constitute an assignment or license of any rights or IP whatsoever to the Customer, unless expressly otherwise agreed. The Customer undertakes not to file any trademarks, patents, designs, models, or domain names or claim any copyright that may cause a likelihood of confusion with those used, filed or registered by Gravotech and any other company in the Gravotech Group. The Customer shall act diligently so that Gravotech may retain its IP rights, specifically its trademarks, in their entirety, and shall avoid any and all denigration, alteration, substitution, unauthorized commercial use or use in combination with an unauthorized company name. Except for a backup copy of the software made by and solely for the Customer having legally acquired a user license, the software, documents or activation keys supplied may neither be copied, duplicated or assigned against payment or free of charge, nor totally or partially transferred to third parties, related thereto, without Gravotech's written authorization. Except for cases strictly laid down by Law or agreed between the Parties, all decompilation, disassembly, derived development, reproduction in whole or in part, or distribution of the software, is strictly forbidden. The Customer shall not make the software available to anyone other than its employees for the performance of the Contract or use of the Product according to the licenses granted.

16.2. Studies, plans, specifications and technical documents for installation, maintenance or manufacture in whole or in part of the Products supplied to the Customer before or during the execution of the Contract, shall remain the exclusive property of Gravotech. Unless otherwise agreed in writing between the Parties, the results of any customization made at the Customer's request shall remain Gravotech's own IP rights. In addition, any specific development carried

out by Gravotech for the Customer during or in the view of the performance of the Contract, patentable or not, including without being limited to the Product, software, data, solutions, materials shall be and remain Gravotech's sole property (including the IP rights). To the exception of the Customer's own IP rights, Gravotech reserves the right to use said customization, specific development, results or product at its own convenience and for whatever purpose it deems appropriate including for applying any IP rights.

16.3. If in Gravotech's reasonable opinion, Product is likely to become the subject of an infringement claim, Customer hereby permit Gravotech, at Gravotech's sole option and expense, either to (i) secure for Customer the right to continue using the Product or software or (ii) to modify it, or (iii) replace it with another product or program which is functionally equivalent. If neither of the foregoing options is available on terms which are reasonable in Gravotech's judgment, Customer shall destroy or return said Product or Software, and all copies thereof (if any), to Gravotech within one (1) month from Gravotech's written request. In such a case, Gravotech shall grant Customer a credit for the corresponding product price or Software fees. Any data or intellectual property rights provided or disclosed by the Customer in the view of the manufacture or customization of the Product by Gravotech shall be licensed on a non-exclusive, worldwide, royalty-free basis to Gravotech in order for Gravotech to be able to use, reproduce, modify or copy them for the sole purpose of manufacturing and supplying the Product and/or providing the Service to the Customer for the duration of the Contract.

16.4. The Customer shall defend, indemnify, and hold Gravotech harmless against any claim brought against Gravotech for infringement of a third party's rights (including any IP rights) arising out of, or in connection with any IP rights or specifications provided to Gravotech by the Customer.

## **17. TIME FOR BRINGING ACTION.**

Any proceeding by the Customer for breach of the Contract or any other right against Gravotech cannot be filed nor maintained unless: (i) it is commenced within one (1) year after the cause of action has accrued; and (ii) Customer has given timely written notice to Gravotech of its claim as provided herein; and (iii) Customer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication.

## **18. TERMINATION CLAUSE**

Failure by Customer to meet its obligations under the Contract in whole or in part, and specifically the obligations described in the articles: 2, 3, 4, 5, 7, 8, 15, 16, 20, 21 or any discredit or breach of Customer's reputation may lead to the termination of the Contract if a formal notice to remedy said breach dispatched to Customer by Gravotech by registered letter with acknowledgement of receipt remains unremedied after a fifteen (15) day period. Said termination may give rise to a demand for the immediate payment of all amounts due on any grounds whatsoever, the suspension of any future deliveries and the termination of any other contract entered into force between the Parties. In addition to the provisions laid out in the payment terms, Customer shall be liable for Gravotech's expenses in implementing this termination without prejudice of any other damages which may be claimed by Gravotech.

## **19. NON-TRANSFERABILITY**

The benefit of the Contract is personal to Customer and cannot be transferred without the express agreement of Gravotech.

## **20. ANTICORRUPTION**

Each Party shall conduct its activities in strict compliance with the applicable laws and regulations regarding the prevention and fight against corruption and, in particular, the french "Sapin II Law of December 9, 2016" as well as the provisions of the "Foreign Corrupt Practices Act" in the United States and the "Bribery Act" in the United Kingdom when applicable. Each Party undertakes not to engage itself in practices prohibited by the aforementioned regulations and, in particular, not to promise, offer or grant to a public official or any other person, directly or indirectly, any undue advantage in order that such person performs or refrains from performing any act or use his/her influence.

## **21. REFERENCING**

Unless expressly stated otherwise by the Customer, Gravotech reserves the right to use Customer's trade name, trademark, or logo as a commercial reference on any communication medium, throughout the world, for the duration of the commercial relationship and for at least five (5) years thereafter.

## **22. FORCE MAJEURE**

Gravotech shall neither be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such

Applicable as of February 26<sup>th</sup>, 2021

## Gravotech Terms & Conditions of Sale

delay or failure result from events, circumstances or causes beyond its reasonable control. If Gravotech is unable to perform any of its obligations under the Contract due to events, circumstances or causes beyond its reasonable control for three (3) months or more or in case of permanent impediment, the Contract shall be automatically terminated without compensation owed by either of the Parties.

### **23. APPLICABLE LAW, VENUE AND DISPUTE RESOLUTION.**

23.1. This Agreement and all questions related to its validity, interpretation, remediation and enforcement, as well as the rights and responsibilities of the Parties will be governed by and construed in accordance with the local laws of the State of Georgia, without reference to its conflicts of laws principles. The provisions of the Contract shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. In the event that a court should determine that any provision of the Contract is overbroad or otherwise unenforceable as written, the parties authorize such court to modify and enforce such provision to the extent the court deems reasonable. If any provision of the Contract shall be found by a court to be overbroad or otherwise unenforceable and not capable of modification, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Contract.

23.2. Failing an amicable resolution within one month further dispute occurrence, all dispute arising in connection to the Contract shall be settled by the US District Court for the Northern District of Georgia or the Superior Court of the Gwinnet County, Georgia. However, Gravotech may bring any action to enforce payment in any court of competent jurisdiction, without having to arbitrate.