

GENERAL TERMS AND CONDITIONS OF SERVICE PROVISION AND PRODUCT SALES OF THE AMPERE GROUP

ARTICLE I – SCOPE AND PURPOSE OF THE CONTRACT

These general terms and conditions govern all sales of goods and/or services carried out by AMPERE, including its subsidiaries, branches, or holding companies (hereinafter referred to as "AMPERE" or "the AMPERE group"). Their purpose is to define the conditions under which the AMPERE group provides its clients (hereinafter "Client(s)") with the products ("Product(s)") or services ("Service(s)") ordered at their request.

ARTICLE II – ACCEPTANCE AND PRIORITY OF THE GENERAL TERMS AND CONDITIONS

Any order of Products or Services implies full and unconditional acceptance of these general terms and conditions by the Client. Notwithstanding any conflicting provisions in the Client's general purchasing terms, any order form, correspondence, or other document, the commercial relationship shall be governed exclusively by these general terms and conditions to the exclusion of all others.

The failure of the AMPERE group to invoke one of the clauses herein at any given time shall not be construed as a waiver of its right to invoke it later.

ARTICLE III – ORDER PROCESSING AND MODIFICATIONS

3.1 Quotations

Based on the information provided by the Client, AMPERE issues a quotation detailing the supply or intervention offer. The quotation remains firm for the validity period stated. The Client must attach a specification sheet describing the necessary checks, tests, and inspections to verify the expected quality level. Any missing information impacting the order's execution remains the responsibility of the Client.

3.2 Order Confirmation

Signing the quotation constitutes definitive acceptance of the order.

3.3 Modifications

Any modification requested by the Client must be approved by AMPERE and may result in a revision of the initial quotation (price, delivery times). Modifications received less than eight weeks before the scheduled delivery date will not be accepted. If the Client cancels less than eight weeks before the delivery date, 100% of the order value will be invoiced as compensation.

3.4 Open Orders

An open order with periodic deliveries may only be concluded for a limited duration agreed upon between AMPERE and the Client.

ARTICLE IV – OWNERSHIP OF STUDIES AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in writing, the production of parts, products, or services by AMPERE does not imply any transfer of intellectual property rights over the studies, drawings, or prototypes. These elements remain the exclusive property of AMPERE and may not be used, reproduced, or communicated without its authorization.

ARTICLE V – TOOLS AND SPECIFIC EQUIPMENT

5.1 Provided by the Client

The Client must provide tools and specific equipment in good condition and compliant with the specifications. AMPERE may propose modifications if necessary, at the Client's expense.

5.2 Manufactured by AMPERE

If AMPERE is responsible for manufacturing tools, their cost is paid independently of the price of the parts. The intellectual property rights related to these tools remain the property of AMPERE, unless otherwise agreed.

ARTICLE VI – CLIENT RESPONSIBILITY FOR RAW MATERIALS

The Client is responsible for supplying raw materials and components that are compliant and in sufficient quantities to execute the order. In case of defects in the supplied raw materials, replacement costs will be borne by the Client.

ARTICLE VII – TECHNICAL SPECIFICATIONS AND APPLICABLE STANDARDS

7.1 Documents to be Provided

The Client must provide AMPERE, upon the contract's entry into force, all necessary documents for executing the order: diagrams, lists, plans, specifications, samples, applicable standards, etc. These documents must be up to date, and any updates must be communicated. The Client is also responsible for ensuring compliance with applicable product standards.

7.2 Deadlines

Delivery times start only after the complete provision of the documents mentioned and the necessary elements for the order.

ARTICLE VIII – SUPPLYING AND CRITICAL COMPONENTS

8.1 Supply

When AMPERE purchases raw materials and components on behalf of the Client, the latter commits to paying the invoices without delay. AMPERE becomes the custodian of these elements free of charge.

8.2 Critical Components

The parties may establish a list of "critical" components requiring longer ordering times. These components will be subject to special handling.

8.3 Qualified Suppliers

AMPERE purchases components from suppliers qualified by the Client. The conformity control of components is defined or validated by the Client based on the intended application.

ARTICLE IX – DELIVERY TIMES AND PENALTIES

9.1 Definition of Deadlines

Delivery deadlines are calculated from AMPERE's order confirmation. Unless otherwise specified in the contract, the indicated deadlines are estimates.

9.2 Extension of Deadlines

Deadlines may be extended in cases of force majeure or other causes beyond the parties' control, such as strikes, raw material shortages, natural disasters, etc.

9.3 Delay Penalties

No delay penalties will apply without prior written agreement and notice of default. Any potential penalties are capped at 5% of the value of the concerned service or product.

ARTICLE X – PACKAGING MANAGEMENT

10.1 Packaging Proposals

AMPERE will propose one or more packaging solutions in the absence of a specific agreement with the Client.

ARTICLE XI – TRANSFER OF RISKS DURING DELIVERY

11.1 Risk Transfer

The transfer of risks occurs upon delivery of the Products to the Client or the carrier, unless otherwise agreed.

11.2 Delivery Tolerances

In case of mass production, a tolerance on the number of pieces delivered may be agreed upon during the acceptance of the quotation.

11.3 Compliance with EU Regulations 833/2014 and 765/2006

1. The [importer/buyer] refrains from selling, exporting, or re-exporting, directly or indirectly, to the Russian Federation or for use within the Russian Federation, any goods supplied under or related to this agreement that fall under Article 12 of Council Regulation (EU) No. 833/2014.
2. The [importer/buyer] will make every effort to ensure that the purpose of paragraph 1 is not circumvented by downstream third parties in the commercial chain, including potential resellers.
3. The [importer/buyer] establishes and maintains an adequate monitoring mechanism to detect any third-party behavior within the commercial chain that violates the purpose of paragraph 1.

Violation of these provisions constitutes a substantial breach of the agreement, entitling the [exporter/seller] to seek remedies, including but not limited to:

a) Termination of this agreement.

b) A penalty of [XX]% of the total agreement value or the price of the exported goods, whichever is higher.

ARTICLE XII – TRANSPORT CONDITIONS AND CLIENT RESPONSIBILITY

12.1 Client Responsibility

The Client is responsible for verifying the condition and conformity of the goods upon arrival. Any disputes must be immediately reported to AMPERE and the carrier.

12.2 Insurance

The Client may request insurance coverage for the goods against all risks, at their expense.

ARTICLE XIII – PRICES, REVISIONS, AND BILLING TERMS

13.1 Adjustable Prices

Unless specifically agreed otherwise, the prices indicated in the quotations are subject to revision based on variations in raw material costs, energy prices, or supplier commercial terms.

13.2 Exclusions

Prices do not include testing devices or costs related to modifications requested by the Client.

ARTICLE XIV – PAYMENTS AND PENALTIES FOR LATE PAYMENTS

14.1 Payment Location and Methods

Payments must be made at AMPERE's headquarters. The payment term is set at 30 days following the receipt of goods or service execution, unless otherwise agreed. Any deferred payment term must be formalized through an addendum.

14.2 Non-Payment

In the event of non-payment by the due date, AMPERE may demand immediate payment of all outstanding amounts and/or suspend ongoing orders.

14.3 Late Payment Interest

Any late payment will automatically incur interest at 3.5 times the refinancing rate of the European Central Bank.

14.4 Retention Clause

AMPERE reserves the right to retain any goods belonging to the Client until full settlement of all receivables.

ARTICLE XV – QUALITY CONTROLS AND PRODUCT ACCEPTANCE

15.1 Client Responsibility

The Client is responsible for the design of the parts and the necessary inspections, tests, or trials. Any changes to the specifications or initial prototype cannot transfer design responsibility to AMPERE.

15.2 Acceptance Procedures

Inspections and tests can be carried out by AMPERE or a third-party organization at the Client's expense. When acceptance is required, it will take place at AMPERE's facilities, at the Client's expense, and will be finalized no later than one week after the notification of availability.

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ARTICLE XVI – CONFORMITY GUARANTEE AND LIABILITY LIMITATION

16.1 Product Compliance

AMPERE undertakes to provide products or services in compliance with the contractual specifications and design plans. In case of non-compliance reported by the Client within 12 months of production, AMPERE reserves the right to examine the concerned parts before any return or repair.

16.2 Warranty Scope

AMPERE's warranty is limited to 12 months after production and includes:

- Replacement or adjustment of non-compliant parts.
- Reimbursement of defective parts' value.
- Rectification of defective services, subject to prior agreement with the Client.

16.3 Warranty Exclusions

The warranty does not cover:

- Modifications or integrations of parts made by the Client without AMPERE's consent.
- Normal wear and tear, misuse, or failure to follow instructions.
- Damages caused by components or materials provided by the Client.
- Products imposed by the Client and purchased by AMPERE on their behalf.

16.4 Liability Limitation Clause

AMPERE's liability is limited to the coverage provided by its civil liability insurance in accordance with Article 1231-3 of the French Civil Code.

ARTICLE XVII – RETENTION OF OWNERSHIP CLAUSE

17.1 Ownership Retention Clause

Products sold by AMPERE remain its property until full payment. However, upon delivery, the Client must ensure their preservation and cannot resell or modify them without AMPERE's consent.

17.2 Subcontracting Law

As part of a service contract, AMPERE reserves the right to invoke subcontracting laws, particularly Law No. 75-1334 of December 31, 1975. The Client must obtain the project owner's approval for any subcontracting orders.

ARTICLE XVIII – INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

18.1 Intellectual Property Rights

The transfer of products or performance of services does not entail any transfer of AMPERE's intellectual property rights on its manufacturing studies. Any study or improvement proposed by AMPERE remains its exclusive property and cannot be used by the Client without written consent.

18.2 Confidentiality

The Client commits to keeping all technical or commercial information received from AMPERE strictly confidential. This includes plans, models, studies, and other materials, which cannot be disclosed or used without AMPERE's written consent.

18.3 Commercial Use

Unless explicitly prohibited by the Client, AMPERE is authorized to showcase certain products or parts produced and to use the Client's name and logo for commercial reference purposes.

ARTICLE XIX – CONTRACT TERMINATION CONDITIONS

19.1 Termination by the Client

In case of order cancellation or postponement by the Client within the scope of a service contract, the Client must compensate AMPERE for all costs incurred up to the receipt of the cancellation notice.

19.2 Termination by AMPERE

AMPERE reserves the right to unilaterally terminate any order in the event of:

- Repeated payment defaults by the Client.
- Insolvency proceedings or transfer of business by the Client.
- Client's failure to comply with obligations outlined in Article 16.9 (ethical and environmental standards).

ARTICLE XX – VALIDITY OF CONTRACTUAL CLAUSES

The invalidity of one or more clauses of these terms and conditions does not affect the validity of the entire document. The parties agree to renegotiate any affected clause in good faith to achieve an equivalent outcome.

ARTICLE XXI – FORCE MAJEURE AND LIABILITY EXEMPTION

Neither party shall be held liable in cases of force majeure, as defined by Article 1218 of the French Civil Code, or exceptional health or climatic events. If a force majeure event lasts more than three months, either party is entitled to terminate the contract by registered letter with acknowledgment of receipt.

ARTICLE XXII – APPLICABLE LAW AND JURISDICTION

These terms and all commercial relationships between AMPERE and the Client are governed by French law. In case of disputes, the parties agree to attempt conciliation/mediation before taking legal action, in accordance with Article 1530 of the French Civil Procedure Code. Failing amicable resolution, disputes will fall under the exclusive jurisdiction of the Commercial Court of Chambéry.