

These general terms and conditions of sale are a publication of the NAYCH company. NAYCH TECHNOLOGIES SAS is a Simplified Joint Stock Company (SAS) with a capital of 10,000 euros, headquartered at 99, Avenue Achille Peretti 92200 NEUILLY SUR SEINE - FRANCE, under registration number SIRET NANTERRE B 928 677 061 at the RCS of NANTERRE, APE code 2599B.

1. ACCEPTANCE AND OPPOSABILITY OF THE GENERAL TERMS AND CONDITIONS OF SALE.

- 1.1. These General Terms and Conditions of Sale (hereinafter "GTC") apply to all sales of products and services by NAYCH (hereinafter "Products"). These GTC apply to orders, including those made on the website since their publication.
- 1.2. Any order, purchase order in any form, or acceptance of an estimate (the "Order") implies the unreserved adherence of the company whose details are on said Order (the "Buyer") to these GTC, without the need to refer to them for all future Product Orders binding NAYCH and the Buyer (the "Parties"). By placing an order, the customer accepts without reservation all these GTC.
- 1.3. Any other conditions or clauses in the client's documents are expressly excluded when placing the order.
- 1.4. The prices and information in catalogs, commercial documents, advertisements, and price lists, not expressly mentioned in specific conditions, are for indicative purposes only. NAYCH reserves the right to make any modifications.
- 1.5. No modification of the GTC by the Buyer is valid without written acceptance from NAYCH.

2. QUALIFICATION AND RESPONSIBILITY OF THE BUYER

2.1. NAYCH's Obligations.

- 2.1.1. General: NAYCH sells Products but does not ensure their installation. NAYCH's advice is limited to the specifications of its Products and their connection.
- 2.1.2. Thermal Balances, diagrams, and technical documents: NAYCH does not provide or validate thermal balances, installation plans, and installation documents of its clients. If provided by NAYCH, the informations are indicative and based on data provided by the Installer. It is the responsibility of the installer to ensure their coherence with all parameters of the installation.
- 2.1.3. Technical Support: NAYCH provides remote technical support (Hotline) to installers. The information provided by the Hotline is limited to the specifications of the Products and their connection. This service should not be considered as a diagnosis of a breakdown.
- 2.1.4. Technical data: The technical data of the Products indicated in our sales materials and documentation are measured in the laboratory according to applicable standards, which do not reflect the specific environment of an installation in real conditions. Therefore, it is the exclusive responsibility of the Buyer to carry out a detailed study of their project before any installation, resulting from the use of the Products in their real environment.

2.2. Buyer's Obligations.

- 2.2.1. The Buyer assures being a professional specialist in the installation of Products. The design of the installation is the sole competence of the installer (possibly assisted by a consultant). The installer undertakes to install the Products with all the quality and competence necessary for a professional specialized in this field and in compliance with current regulations (qualification, authorization, etc.). In this regard, the Buyer must:
 - Inquire about the user's needs to be able to advise on the suitability of the proposed Products for the desired use and conduct a thermal balance accompanied by a complete technical study.
 - Ensure that the selected Product is correctly dimensioned in relation to the configuration of the premises and can thus operate optimally.
 - Ensure that the installation complies with the rules of the art as well as the indications specified in the installation manual of the NAYCH Product.

3. TRANSFER OF OWNERSHIP AND RISKS

- 3.1. In accordance with articles 2367 and following of the French Civil Code, NAYCH retains ownership of the Products sold until the effective payment of the full price in principal and accessories, the delivery of a bill not constituting a payment.
- 3.2. The failure to pay any of the installments may result in the claim of the Products and the automatic resolution of the Sales Contract. The advances will remain acquired by NAYCH as compensation without prejudice to more complete compensation for the damage suffered.
- 3.3. These provisions do not prevent the transfer of risks to the Buyer, upon delivery.

4. TRANSPORT AND DELIVERY

- 4.1. **Delivery Conditions:** Delivery is deemed to be "Ex Works" Incoterms 2020. For any non-standard transport (specific packaging, express for spare parts), additional transport must be ordered by the Buyer to NAYCH.
- 4.2. **Delivery Times:** Delivery times and dates are given for indicative purposes only, and their observance cannot constitute an essential obligation of NAYCH. Delays cannot justify the allocation of flat-rate late penalties, unless expressly accepted by NAYCH on the Order Confirmation.
- 4.3. **Obligation to take delivery:** In case of non-performance by the Buyer of its obligation to take delivery of all or part of the Products listed in the Order Confirmation more than ten (10) days after the date on the Order Confirmation, the Sales Contract (or the part of the Sales Contract concerned) may be terminated by NAYCH automatically at any time. The resolution will take effect, unless otherwise specified, ten (10) days after NAYCH sends the Buyer a notice to take delivery by registered letter with acknowledgment of receipt, which has remained unsuccessful. NAYCH is also entitled to charge its fixed storage costs at 5% per month of the HT price of the Order, from the originally planned delivery date to the date of delivery by the Buyer or the cancellation date of the Order (or part of the Order), as the case may be.
- 4.4. **Product Returns:** Products are neither taken back nor exchanged.

5. PRICES

- 5.1. **Rates:** The prices of Products ("Rates") in force are in euros, excluding taxes, and are based on an Ex-Works basis, excluding port, including normal packaging but excluding exceptional costs (special dimensions, special packaging, express delivery, lifting arm storage, etc.). Rates may be changed at any time by NAYCH.
- 5.2. **Quotes:** Unless otherwise indicated, quotes offered by NAYCH ("Quotes") are valid for thirty (30) days, and the validity of any Order referring to it is subject to the issuance of an Order Confirmation by NAYCH.
- 5.3. **Applicable Price:** The sale of Products is made based on NAYCH's Rates in effect on the date of each Order, (or based on the valid Quote), under the express condition of a delivery taking place no later than thirty (30) days following the date of application of the last Rates in effect. Beyond that, any tariff change occurring between the Order and delivery is automatically applicable.

6. PAYMENT TERMS

- 6.1. Equipment orders require a 50% deposit payable when ordering upon presentation of a pro forma invoice by NAYCH. Production begins upon receipt of the deposit. The balance must be paid before the departure of the goods. Without the payment of the balance, the goods will not be shipped.
- 6.2. Service orders require a 40% deposit of the estimate amount, and the balance is payable upon presentation of an invoice after the services are completed.
- 6.3. Payments and invoices must be settled with NAYCH upon receipt of the invoice and by bank transfer. No discount is accepted for early payment.
- 6.4. In case of late payment, penalties will apply at the legal rate +3%. In case of non-payment on the due date, NAYCH reserves the right to take necessary measures, including the suspension of services, after an unsuccessful formal

7. WARRANTIES

- 7.1. NAYCH warrants its Products delivered and installed in metropolitan France against any defects in design, material, or manufacturing for a period of one (1) year from the date of invoicing, with the exception of compressors, which are warranted for two (2) years for parts.
- 7.2. Any spare part provided under warranty has a warranty period expiring simultaneously with the repaired Product. Spare parts provided outside the warranty and accessories are warranted for one (1) year for parts from the date of invoicing.
- 7.3. This warranty, granted by NAYCH to the Buyer only, covers the supply of spare parts, excluding normal wear and tear parts and any other costs, including but not limited to labor costs, removal and installation, travel, fluid recharge, transport, insurance, diagnostics, and expertise. NAYCH only covers the return transport of parts to the Buyer. It is expressly agreed between the Parties that this contractual warranty is the only warranty granted by NAYCH, excluding all others, including any legal warranties.
- 7.4. Interventions, refurbishments, or replacement of parts cannot extend the warranty period of the Product.
- 7.5. To invoke the benefit of the warranty, the Buyer must notify NAYCH, without delay and in writing, of any defects attributed to the Product and provide all justifications regarding their reality. The burden of proof rests with the Buyer. Presentation of the invoice containing the complete references of the Product (model, serial numbers) is also imperative to invoke the warranty.
- 7.6. Defective parts are kept by the Buyer at their own expense, made available to NAYCH for inspection for ninety (90) days from their replacement.
- 7.7. NAYCH may request the Buyer to return said parts at the expense and risk of NAYCH for a period of one (1) year.
- 7.8. Any installation of the Products, or any intervention on the Products, by persons other than qualified professionals automatically cancels the warranty. The use of non-original spare parts also cancels the warranty.
- 7.9. The warranty is excluded for incidents related to force majeure, external accidents, or resulting from normal wear and tear, negligence, installation defects, lack of maintenance, or misuse. The warranty is also excluded if the end user has not subscribed to a maintenance contract when such an obligation is imposed by regulations. The warranty does not cover refrigerant fluid or the use of non-compliant fluid, repairs or replacements of parts due to incorrect assembly, improper refrigerant or electrical connection, non-compliance with the supplier's instructions and notices, defective power supply, damage during transport, including prepaid shipping.

8. CONFIDENTIALITY

The parties mutually commit to a general obligation of confidentiality concerning any oral or written information, regardless of the medium (quotes, discussion reports, exchanges of computerized data, activities, projects, know-how, financial data, etc.) exchanged in the preparation and execution of a Sales Contract, except for information that is generally known to the public or will become so otherwise than through the fault of one of the parties, and information expressly intended for advertising purposes.

9. INTELLECTUAL PROPERTY

- 9.1. The Buyer must not modify the markings affixed to the Products or packaging, nor add any other markings, nor make any unauthorized use of NAYCH's trademarks, designations, or logos.
- 9.2. The price of the Products does not include the transfer of intellectual property and know-how of the Products or their manuals, which remain the exclusive property of NAYCH.
- 9.3. Documents and materials provided by NAYCH remain its exclusive property and must be returned immediately upon request. Any unauthorized use, reproduction, or dissemination, in any form, is strictly prohibited. NAYCH retains irrevocable full industrial and intellectual property rights over its products, thereby strengthening the protection of its rights.

10. LIABILITY AND FORCE MAJEURE

- 10.1. By placing an order, the Buyer acknowledges that NAYCH has provided the necessary information to assess the adequacy of the equipment or service. No obligation or liability is incumbent on NAYCH regarding the accuracy of information provided by the CLIENT. The latter, as a informed professional, expressly waives any recourse for indirect damages resulting from the delivery, operation, or use of equipment or any service.
- 10.2. NAYCH's liability for an order is limited to the amount collected for that order. The Buyer agrees to oppose these contractual liability limitations to its insurers and clients. In the event of force majeure, NAYCH's liability cannot be sought.
- 10.3. NAYCH's obligations are obligations of means, not results.

11. EXPORT CONTROL

In accordance with export control rules, especially U.S. regulations, the Buyer undertakes to inform NAYCH of the final destination of the ordered goods. It is strictly forbidden for the Buyer to export or re-export goods or information in violation of these rules. The Buyer guarantees NAYCH against any action resulting from the violation of these commitments. The Buyer remains responsible for the consequences related to delays or the impossibility of obtaining the necessary export authorizations.

12. ANTI-CORRUPTION COMMITMENT

The Buyer undertakes to conduct its activities honestly and transparently. The Buyer commits not to resort to corruption as a means of obtaining contracts, in France or abroad. Any involvement of the Buyer in a corruption case will be considered a serious fault, leading to the immediate and automatic termination of any ongoing order and termination of business relations between the parties, by simple notification from NAYCH, without prejudice to any damages.

13. MISCELLANEOUS

The General Conditions are available online on the NAYCH website and can be printed or saved by the Buyer during the order. The declaration of illegality, nullity, or non-applicability of a provision does not affect the validity and applicability of the other provisions.

14. NON-EXCLUSIVITY

NAYCH is not bound by exclusivity towards the Buyer under the Contract. Thus, NAYCH retains the freedom to make similar sales to any third party, whether a competitor of the Buyer or not.

15. HARDSHIP

In the event of hyperinflation, international embargo, or major variations in the cost of raw materials resulting in an unfair burden for one of the parties, the Parties agree to meet within one (1) month, at the request of either party (by registered letter with acknowledgment of receipt), to negotiate fair adjustments to the Contract. The Parties undertake to revise the financial terms of the Contract collaboratively and fairly to restore a balance similar to that at the time of its conclusion. During this period, not exceeding one (1) month, the Contract will be suspended without compensation. In the absence of an agreement at the end of negotiations, the Contract may be terminated upon simple request from either party.

16. JURISDICTION CLAUSE AND APPLICABLE LAW

16.1. All legal relationships arising from the Buyer's order are subject to French law alone. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, known as the "Vienna Convention" of April 11, 1980.

16.2. ANY DISPUTE FALLS UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF NANTERRE - FRANCE, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS.