

1. SCOPE OF APPLICATION

- 1.1. These terms and conditions of sale ("GT&Cs") form the sole basis of the commercial negotiation and apply (i) to offers issued by Gravotech Limited (hereinafter "GTL"), (ii) to orders received by GTL and (iii) to all Products and/or Services supplied by GTL. "Product(s)" mean(s) (i) any machines, spare parts, (ii) associated software and Dongles and/or soft lock keys, (iii) accessories and/or (iv) consumables, sold under the Gravotech Group's brands. "Service(s)" mean(s) any services performed by GTL related to the Products.
- 1.2. Sales are governed by the contract ("Contract"), which is formed in decreasing order of prevalence by: any special conditions negotiated and signed by the Parties, offers submitted by GTL, the "Gravotech Customer Warranty Policy", the user guide of the concerned Product and these GT&Cs. The GT&Cs shall apply to all contracts between GTL and the client ("CLIENT") and shall prevail over any terms put forward by the CLIENT in its order and/or in any other document.
- 1.3. Unless otherwise agreed, offers issued by GTL remain valid for a period of one (1) month from their issuance. Unless expressly agreed in writing, GTL shall not be bound, under any circumstances, by any declarations nor proposals made by a third party of its distribution network.
- 1.4. GTL is a company of the Gravotech group ("Gravotech Group"), whose mother company is a French company, Gravotech Marking SAS. Accordingly, GTL 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. GTL remains liable vis-à-vis CLIENT for the acts and omissions of any such other company of the Gravotech Group.

2. ORDERS

- 2.1. The CLIENT acknowledges having received all necessary information before contracting with GTL and having had the freedom to ask all necessary questions.
- 2.2. Minimum order is set at (i) twenty pounds (£20) for sales in the UK and (ii) three-hundred thirty euros (€330) for international sales. This cost excludes tax, shipping and packing costs.
- 2.3. Except for sales of software, Services and consumables where the Contract is formed on signature of an order, the Contract is formed when GTL sends the CLIENT a written confirmation of its order.
- 2.4. The CLIENT acknowledges that it is responsible for selecting the Product and for ensuring that the Product is suitable for its needs.
- 2.5. If necessary or if required to conform with any applicable statutory or EU requirements, and except for customized solutions, GTL 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, and the CLIENT 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.
- 2.6. Any modifications to the order shall be requested before its delivery, in writing to GTL, which reserves the right to refuse them. The acceptance of such modification may lead to a delay in delivery and a price increase, which may never be used as grounds for cancelling the initial order, reducing the price or requesting compensation.
- 2.7. Unless expressly agreed by GTL, no order cancellation nor 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 the CLIENT. Price 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 the CLIENT. In addition, and in any event, fixed compensation amounting to ten percent (10%) of the cost of the cancelled order shall be paid by the CLIENT to GTL, irrespective of the grounds for cancellation.
- 2.8. In respect of software, it is the CLIENT's responsibility to check compatibility with its hardware and its environment in compliance with the technical prerequisites notified by GTL. No cancellation of an order shall be accepted due to incompatibility.
- 2.9. GTL 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 CLIENT's needs shall be quoted for separately.
- 2.10. If the Products are to be manufactured or if any process is to be applied to the Products by GTL in accordance with a specification submitted by the CLIENT, the CLIENT shall indemnify GTL against all losses, damages, costs and expenses awarded against or incurred by GTL in connection with or paid or agreed to be paid by GTL in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from GTL's use of the CLIENT's specification.
- 2.11. Unless GTL is not able to perform the Contract, or the CLIENT is entitled to a refund by law, deposits paid by the CLIENT are non-refundable.

3. TRIALS

- 3.1. If the CLIENT requires testing, it shall do so in writing. The CLIENT shall ensure provision and the choice of material or object to be tested (the "Sample") and validate the technical solution.
- 3.2. Sample(s) shall be returned to the CLIENT if the CLIENT requests so after the trials have been conducted. If the CLIENT does not request the return of the Sample(s) within ten (10) days of the trial being conducted, GTL shall dispose of or destroy the Sample(s) at the CLIENT's cost.
- 3.3. Under no circumstances shall GTL be liable for any damages arising from a trial and caused to Sample(s), irrespective of the value of said Sample(s), unless those damages were caused by GTL's negligence.

4. PROVISION OF SERVICES

- 4.1. In order to provide Services, GTL personnel may need to have access to the CLIENT's premises. In such a case, GTL personnel shall comply with the health and safety internal rules and rules of procedure provided beforehand by the CLIENT. The CLIENT shall be insured against all risks and damages that may arise to the installation, the CLIENT's or third party's personnel, and GTL's personnel if the latter are involved.
- 4.2. Installation:
 - 4.2.1 The CLIENT shall carry out the installation of the Products with qualified and certified personnel. The CLIENT undertakes to adhere strictly to the written instructions provided by GTL notably for installing, maintaining, and operating the Products. GTL shall not be held liable in the event of faulty installation or damages resulting from installation if this has been undertaken by the CLIENT.
 - 4.2.2 At the CLIENT's request and upon acceptance of GTL's quote, GTL may assemble, install and/or start-up the Products. Any fees for travel, accommodation and meals shall be borne by the CLIENT on presentation of supporting documentation. In the event of faulty installation performed by GTL, its liability shall be limited to remedy said defect.
 - 4.2.3 The CLIENT shall ensure that its premises remain at all times suitable for the installation of Products and meet all requirements issued by GTL. Specifically, they should be equipped with all necessary or required security or installation elements. GTL shall not be responsible for any structural or other alterations to the CLIENT's premises required to perform the installation.
- 4.3. If the CLIENT needs to be present on GTL's site, the CLIENT (or its agents) shall remain liable of its own staff and shall comply with health and safety rules in force on GTL's site.
- 4.4. Care and maintenance: the CLIENT 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 CLIENT may enter into a complementary maintenance contract with GTL.
- 4.5. Software training: the training group will take place with a minimum of three (3) CLIENTS (companies or individual entrepreneurs). The training date shall be set by GTL. Training sessions may not be cancelled less than ten (10) business days prior to the scheduled date. If one or more of the CLIENT's representatives have cancelled their participation to the training session within this period and no replacement can be found, GTL reserves the right to postpone or even cancel the session. Any training session cancelled within less than ten (10) days of its scheduled date shall be integrally invoiced to the CLIENT who cancelled, including expenses already incurred by GTL.

5. DELIVERIES – TRANSFER OF RISKS

- 5.1. Unless otherwise agreed by the Parties in writing, deliveries are executed in accordance with the Incoterm (ICC 2010) – FCA – GTL's premises Leamington Spa, Warwickshire, United Kingdom or any other place agreed by written between the Parties. The CLIENT undertakes to provide GTL with all required documentation concerning tax or import-export formalities.
- 5.2. Notwithstanding any applicable reservation of ownership clauses, the risks to the Products shall pass to the CLIENT at the time when the Products are handed over to the main carrier appointed by the CLIENT.
- 5.3. The packaging shall be designed or prepared by GTL at its discretion and according to what it deems appropriate. The cost of special packaging for maritime and air shipping and storage shall be at an additional charge. Packaging shall always be dealt with by the CLIENT and will never be taken back by GTL.
- 5.4. Transportation, insurance, import customs duties, handling, and delivery are undertaken at the CLIENT's costs, expenses and risks. Upon transfer of risks, it is the CLIENT'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. All claims shall be exercised by the CLIENT, who assumes the transport risks, against the carrier or the shipping agent, as the case may be, and all necessary reservations shall be issued within the required deadlines.

- 5.5. If the CLIENT wishes to collect the Products, the CLIENT shall notify GTL in writing, and shall collect the Products from GTL's premises within three (3) business days of GTL notifying the CLIENT that the Products are ready for collection.
- 5.6. Conditions specific to software: intangible deliveries shall be made by direct supply to the CLIENT and by whatever telecommunication medium chosen by GTL, including by downloading the software and software activation licenses.

6. TERMS

- 6.1. Delivery deadlines shall be indicated for reference purpose only. GTL shall make every effort to ensure delivery on the date indicated. Any delay in delivery for a reason outside of GTL's control, specifically in the case of a fortuitous event, cases of force majeure, or delay by the carrier or any third party, shall not give rise to any compensation or penalty.
- 6.2. To the extent permitted by law, delays may under no circumstances justify CLIENT'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 GTL expressly agree to apply penalties for delays attributable solely to GTL, penalties shall in any case (i) not exceed five percent (5%) of the total FCA value of the delayed Product and/or Service and (ii) be a full discharge of GTL's obligations.
- 6.3. Any undertaking related to the delivery terms which may be defined under special conditions agreed between the Parties shall not apply if: a) the CLIENT does not abide by payment conditions, b) or if information to be provided by the CLIENT was not sent in due time, or c) in the event of force majeure, fortuitous occurrence, or third party's action.

7. CLAIMS AND RETURNS

- 7.1. Any claim regarding non-compliance or obvious defect (not related to transport) must be made within eight (8) days following the receipt of the Product(s) and/or Service(s), by registered letter with acknowledgement of receipt ("RLAR") sent to GTL's registered office. In absence of claim within the aforementioned conditions, the CLIENT acknowledges that the Product(s) and/or Service(s) received conform to its order and fit the expected purpose and need, and that GTL provided the CLIENT with appropriate information, advice and necessary recommendation.
- 7.2. Transport claim: in the case of missing items, loss or damage, occurring during transportation, the CLIENT must immediately issue its reservations at the time of receipt and lodge its claim against the carrier within the legal forms and time limits, with respect to the applicable legal procedures and law. Otherwise Products shall be deemed accepted and non-returnable under warranty for defect or damage arising from transportation.
- 7.3. Subject to GTL's prior express agreement, returns to GTL shall be made at the CLIENT's risks and expenses, in accordance with Incoterm (ICC 2010) - DDP - delivery location specified by GTL. Products returned may be repaired, exchanged or reimbursed at the sole discretion of GTL.
- 7.4. Products that have been specifically developed or customised or manufactured outside of catalogue standards or modified at the CLIENT's request may not be returned or exchanged and may only be repaired, unless faulty.
- 7.5. To the widest extent permitted by law, non-compliant delivery (in quality or quantity) shall under no circumstances justify CLIENT's payment withholding or partial or total cancellation of any order.

8. PRICE – PAYMENT TERMS

- 8.1. Stated prices are given by GTL tax excluded. Payment for Products and/or Services may in no way be deferred, cancelled or compensated, in full or in part due to penalties or any amount that may be owed by GTL for whatever reason.
- 8.2. Unless otherwise stated, GTL's payment terms are the following: (i) for UK sales: net payment without discount, first instalment of thirty-five percent (35%) upon the order and payment of the balance prior to delivery, (ii) for export sales: one hundred percent (100%) on placement of the order. In case of rejection of payment or withdrawal, any induced bank charges will be invoiced in full to the CLIENT. If the payment date is not respected, any amount owed shall incur interest at a rate equal to eight (8) % a year above the base lending rate of Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The CLIENT must pay GTL interest together with any overdue amount. Penalties for late payment are owed without need of a reminder.
- 8.3. Moreover, in cases where payment is not made (total or partial failure to pay) by the CLIENT, the amount recovered through litigation may give rise to an additional indemnity by way of penalty clause amounting to twenty percent (20%) of the amount due, in addition to the reimbursement by the CLIENT to GTL of any and all costs incurred in connection with the recovery, including litigation fees and expenses.

9. RETENTION OF TITLE

- 9.1. Notwithstanding applicable Incoterm, **GTL retains ownership of Products until full payment of the whole price and its incidentals by the CLIENT.** Retention of title may be exercised up to the remaining amount on Products of the same nature and the same quality as those held by the CLIENT or on its behalf. It may also apply in cases where the Product has been incorporated into another good, provided that these goods can be separated without damage. Should full payment not have occurred on the due date, GTL may then decide to request the return of the Products and therefore the cancellation of the sale. In such case, GTL shall retain the amounts already paid as indemnity.
- 9.2. Until complete payment by the CLIENT, the latter shall take all measures to ensure identification of the Products that are GTL's non-seizable property and inform GTL of the exact location where the Products are stored and keep them properly stored, protected, and insured. The CLIENT shall not pledge the Products nor give them by way of surety before complete payment has been made.
- 9.3. In case of any collective proceeding, seizure or any other situation affecting the CLIENT that may affect the Products subject to a retention of title, the CLIENT undertakes to immediately inform GTL.
- 9.4. In cases of the Products being resold before complete payment has been made by the CLIENT, the amount corresponding to the price of resale is to be automatically transferred to GTL. GTL is entitled to directly demand payment of all or part of the price from the sub-purchaser if the price has not been paid, nor settled in value, nor offset between the CLIENT and the sub-purchaser. Shall 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 CLIENT and the CLIENT expressly accepts to subrogate GTL in its rights in respect of its insurer.

10. CONDITIONS SPECIFIC TO THE SOFTWARE

- 10.1. "Dongle": when associated with a license file or activation code it refers to a USB key protection and license activation device that can be used for GTL software. A Dongle means the hardware which, when physically connected to the computer on which the software is installed, enables the CLIENT to activate and use this software in accordance with the user license granted. The Dongle is therefore essential for use of the license and is the physical embodiment thereof.
- 10.2. The licensing terms and conditions of GTL's software are described in GTL's "End User License Agreement" (EULA), and in order to use the software, the CLIENT must acknowledge and accept the EULA.
- 10.3. GTL does not guarantee that the features contained in its software meet the needs of the CLIENT unless they have been beforehand expressed and agreed between the Parties.

11. PRODUCT WARRANTY

- 11.1. The CLIENT shall benefit from warranty terms and conditions defined in the document "Gravotech Customer Warranty Policy" in force at the time the Contract is concluded and which has been provided by GTL. Warranty conditions shall apply provided that the CLIENT complies with its contractual obligations.
- 11.2. The costs and risks for shipping Products under warranty to GTL shall be borne by the CLIENT and cost and risks for returning said Products to the CLIENT shall be borne by GTL. Defective items returned or exchanged under the warranty shall remain the property of GTL, which shall retain them.
- 11.3. It is agreed between the Parties that the warranty period may be extended subject to the acceptance by the CLIENT of the offer issued by GTL as per GTL's conditions. Such offer shall be governed by the terms and conditions defined in the accompanying document "Gravocare Cover Terms and Conditions" and shall remain in force for the duration of the extended warranty period subscribed to by the CLIENT.

12. OUT-OF-WARRANTY REPAIRS

Out of the scope or term of the warranty, repairs shall only be undertaken following written acceptance of a quote by the CLIENT. Without such an agreement of said quote within one (1) month from its issuance date, all costs incurred for the quote and related to dismantling and re-assembling the Products or technical expertise shall be borne by the CLIENT. If the CLIENT requests that repairs be carried out before issuance of a quote, the disassembly, repair, reassembly and testing works shall be conducted upon receipt of its written order. In such a case, the CLIENT undertakes to accept the invoiced amount, which is to be determined according to GTL's tariffs in force at the time of repair.

13. LIABILITY

- 13.1. GTL shall not be liable for any defect in the Products arising from any drawing, design or specification supplied by the CLIENT.
- 13.2. Nothing in these GT&C's shall limit or exclude GTL's liability for:
 - (a) death or personal injury caused by GTL's negligence, or the negligence of GTL's employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;

- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for GTL to exclude or restrict liability.

16.3. All terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.4. GTL shall not be liable to the CLIENT, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for indirect, consequential and/or "immaterial" or incidental damages (whether they are direct or not), of any kind whatsoever, such as in particular economic loss, loss of profit, loss of opportunity or operating loss, including if due to a late delivery. In all cases, GTL shall not be held liable for any direct or indirect damages resulting from such late delivery; and

16.5. GTL's total aggregate liability to the CLIENT for all other losses arising under or in connection 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 CLIENT for the order or the part of the order which causes the damages or which was affected by said damages.

14. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT DISPOSAL

Pursuant to the provisions of the Waste Electrical and Electronic Equipment Regulations 2013 regarding professional Waste Electrical and Electronic Equipment (WEEE) disposal, GTL guarantees the CLIENT the ability to benefit from the collection and recycling system for WEEE arising from professional equipment that GTL has launched on the market.

15. CONFIDENTIALITY

In the event that either Party discloses any confidential information to the other Party, the receiving Party agrees that it shall not at any time during the Contract and for five (5) years afterwards disclose to any person any such confidential information except as may be required by law, court order, or any governmental or regulatory authority.

16. INTELLECTUAL PROPERTY ("IP")

16.1. GTL 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 or Service does not constitute an assignment or license of any rights or IP whatsoever to the CLIENT, unless expressly otherwise agreed in writing by GTL. The CLIENT 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 GTL and any other company in the Gravotech Group. The CLIENT shall act diligently so that GTL may retain its IP rights, specifically its trademarks, in their entirety, and shall avoid any and all denigration, alteration, substitution, unauthorised commercial use or use in combination with an unauthorized company name. Studies, plans, specifications and technical documents for installation, maintenance or manufacture in whole or in part of the Products supplied to the CLIENT before or during the execution of the Contract, shall remain the exclusive property of GTL. Except for a backup copy of the software made by and solely for the CLIENT having legally acquired a user license, the software, documents or Dongles supplied may neither be copied, duplicated or assigned against payment or free of charge, nor totally or partially transferred to third parties without GTL'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 CLIENT shall not make the software available to anyone other than its employees for the performance of the Contract or use of the Products according to the licenses granted.

16.2. Unless otherwise agreed in writing between the Parties, the results of any customization or specific development carried out by GTL for the CLIENT during or in the view of the performance of the Contract, patentable or not, including without being limited to the Products, software, data, solutions, materials shall be and shall remain the sole and exclusive property of GTL. GTL reserves the right to use said customization, specific development, information, results or product at its own convenience and for whatever purpose it deems appropriate, including for applying any intellectual property rights.

17. REFERENCING

17.1. Where the CLIENT has provided documentation to GTL for the manufacture of the Products such as a specification, the CLIENT grants GTL a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the CLIENT's IP rights contained in such documentation and to copy and modify the CLIENT's documents for the term of the Contract for the purpose of manufacturing the Products and/or providing the Services to the CLIENT in accordance with the specification.

17.2. The CLIENT grants the Gravotech Group a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the CLIENT's trade name, trademark or logo only as a commercial reference on any communication medium during the Contract and for five (5) years afterward.

17.3. The CLIENT shall indemnify GTL in full against any sums awarded by a court against GTL arising of or in connection with any claim brought against GTL for infringement of a third party's rights (including any IP rights) arising out of, or in connection with, the receipt or use of the CLIENT's IP rights or specification by GTL.

18. TERMINATION CLAUSE

Failure by the CLIENT to meet its obligations under the Contract in whole or in part, and specifically the obligations described in the Articles: 2, 4, 5, 8, 9, 10, 15, 16, 20, 21, or any discredit or breach of the CLIENT's reputation may lead to the termination of the Contract if a formal notice to remedy said breach dispatched to the CLIENT by GTL by RLAR, remains without effect 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 in force between the Parties. In addition to the provisions laid out in the Payment Terms, the CLIENT shall be liable for GTL's expenses pertaining to this termination, without prejudice of any other damages which may be claimed by GTL.

19. FORCE MAJEURE

GTL 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 delay or failure result from events, circumstances or causes beyond its reasonable control. If GTL 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, the Contract shall be automatically terminated without compensation owed by either of the Parties.

20. NON-TRANSFERABILITY

The benefit of the Contract is personal to the CLIENT and cannot be transferred without the express agreement of GTL. GTL may transfer its rights and obligations under the Contract to another organisation. GTL will contact the CLIENT to let the CLIENT know if it plans to do so.

21. ANTI-CORRUPTION

Each Party expressly undertakes, for the term of the Contract, to comply at all times and to ensure compliance (notably compliance of its potential subcontractors) with the applicable laws and regulations regarding prevention and fight against corruption and bribery, in particular the French "Sapin II Law n° 2016-1691" as well as the provisions of the American "Foreign Corrupt Practices Act" and the British "Bribery Act". Each Party undertakes (i) to implement appropriate measures to prevent and detect acts of corruption, influence peddling, unlawful taking of interest, misappropriation of public funds and favouritism and (ii) not to offer or authorize, directly or indirectly, any act for payment or transfer of any value intended to unduly influence a public official, a public authority and/or its subordinate officials or any other person. GTL reserves the right to carry out inspections to verify CLIENT's compliance with its obligations under this Article. CLIENT shall abide to any Ethical Charter or Code of conduct that may be implemented from time to time by the Gravotech Group and that shall be part of the Contract.

22. JURISDICTION

Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales. These GT&Cs shall be governed and interpreted according to English and Welsh law.

23. PERSONAL DATA ("PD")

The CLIENT acknowledges and accepts that GTL collects and uses the CLIENT's PD for the purpose of managing the contractual relationship (orders, deliveries, invoicing, etc). Such collected data will be retained for the time required to manage the relationship and applicable prescription periods. Each data subject whose PD has been collected by GTL has the right to access, rectify, modify, oppose and delete his/her PD by contacting GTL at info@gravograph.co.uk.

GTL will only use the CLIENT's PD as set out in GTL's privacy policy (<https://www.gravograph.co.uk/folder/privacy-policy>).