

GENERAL CONDITIONS OF SALES AND GUARANTEE

CONTRACT

- The present conditions, as well as any additional written conditions that we deliver to you regarding your order or service contract, form a contract between you, the buyer, and us, "DADAUX". The rights and obligations set out in this contract apply to the Buyer's purchase of equipment and services identified in the order documents. The receipt by the Buyer of equipment, and / or services constitutes an unconditional acceptance of these conditions.

QUOTES, RATES AND PRODUCT INFORMATION

- Quotes and other offers of sale automatically expire 60 calendar days from their date of issue unless otherwise provided and unless DADAUX withdraws the quote or offer before this deadline, which it can do at any time before the acceptance of the quote or offer by the Buyer. Quotes or offers for equipment may depend on certain information or circumstances, including information that the Buyer provides. If the information or circumstances on which the quote or offer is based change, DADAUX may adjust its quote or offer accordingly. Published prices are not sales offers and may be and are modified without notice. DADAUX may, without notice, change the specifications of any piece of equipment unless it has accepted the specification(s) in writing. Unless otherwise specified in the order documents, prices do not include duties and taxes, shipping, packing, handling, insurance, inspection, permit, installation fees, or any other costs or services. DADAUX can choose to accept or reject an order; DADAUX will indicate its acceptance of the order with a written order confirmation. Specific product features including but not limited to weight, dimensions, value, return on investment, load, tolerance and other technical data are not guarantees of these characteristics and are provided for information only. The Buyer is not authorized to disclose any quotation, price, specifications or product information to a third party without the prior written consent of DADAUX.

.PAYMENT TERMS

- The payment terms are indicated on the order documents. If no condition has been agreed, the payment is due 60 calendar days from the date of the invoice. First sale by transfer before shipment net without discount. Discount for cash payment 0.2%. Late penalties: 1% per month. Our after-sales service invoices are payable by cheque on delivery with a fixed priced for packaging and shipping, without discount. The Buyer may not withhold payment or offset any amount due to DADAUX under this contract for disputed claims.

.SHIPPING, HANDLING AND DELIVERY

- The delivery conditions are indicated in the order documents. If no shipping condition has been agreed, shipping is performed "ex works". Delivery and service dates are estimated unless DADAUX specifically agrees in writing to a fixed date or schedule. DADAUX will use commercially reasonable efforts to meet estimated delivery and service dates (average of 1 to 4 weeks depending on device).

All delivery and service dates are subject to DADAUX receiving, in a timely manner, all necessary information and approvals. If the Buyer is responsible for a delay in delivery, DADAUX will store and manage all items at the Buyer's risk and will charge the Buyer the unpaid portion of the contract price, plus the cost of storage, insurance and handling and transportation costs. DADAUX can make partial deliveries. DADAUX disclaims all liability for any deficiencies or damages unless the Buyer retains all shipping containers and packaging materials for inspection.

Express consignment requested by the Buyer is always the full responsibility of the consignee.

Our shipments for machines in France will be prepaid at the risk of the consignees who must check the proper state of the material at its reception in the presence of the deliveryman. Deliveries will be done to the company that placed the order or, if any, to one of its agencies in mainland France. Any damage must be listed on the packing slip. The conditions of export shipments will be defined on the quote according to the INCOTERMS 2020.

RETURNS

- Any equipment that is designed, modified, adapted or configured specifically for the Buyer cannot be returned unless it is a claim under a valid warranty and the equipment cannot be repaired. The Buyer may not return equipment that has been tampered with, damaged, used or previously installed. Unless DADAUX makes a shipping error or if the Buyer makes a claim under a valid warranty, unused non-standard equipment may only be returned if the Buyer contacts DADAUX for approval and instructions before returning anything. At its discretion, DADAUX may charge the Buyer a restocking fee for any return.

TERMINATION

- With the written consent of DADAUX, the Buyer may terminate its order before the delivery of the equipment, or before the start of the service contract. DADAUX may terminate the Buyer's order or request payment in advance if the Buyer transfers its assets for the benefit of its creditors, or if DADAUX has reason to believe that the Buyer is reluctant or unable to perform its obligations. If the Buyer terminates its order for any reason other than those stated in this clause, the Buyer shall pay DADAUX all amounts due under this order. If the Buyer's order is terminated for any reason, the Buyer shall pay DADAUX reasonable costs and expenses (including engineering fees and commitments to DADAUX suppliers and subcontractors) incurred prior to receipt by DADAUX of the notice of termination, as well as DADAUX's usual margin for similar work. The minimum order cancellation fee is 15% of the price.

CHANGES - The Buyer may make changes to his order if DADAUX agrees in writing. In order to respond to the Buyer's request for modification, DADAUX may have to change the price schedule and the delivery schedule. If DADAUX has performed work or purchased materials in anticipation of the Buyer's order and the changes requested by the Buyer make such work or materials unnecessary, the Buyer agrees to make payment.

SECURITY

- The Buyer grants DADAUX a security interest in the purchase price of the equipment, acknowledges the validity of this security and agrees not to contest its legitimacy.

WARRANTIES

Unless Dadaux has provided an independent written warranty to the Buyer, Dadaux expressly warrants its equipment exclusively as stipulated in this clause. To the extent permitted by law, Dadaux disclaims all other warranties, express or implied (including without limitation, warranties of merchantability or fitness for a particular purpose). These warranties may be transferred to a subsequent buyer of the equipment only with the prior written consent of Dadaux. In addition, the following provisions constitute the sole and exclusive remedies of the Buyer in the event of Dadaux's breach of this warranty.

DADAUX guarantees that under normal use: (i) its equipment, except spare parts, will be free from defects in material and workmanship for one year from date of initial installation / use. If the defects described are detected and reported during the warranty period, DADAUX can correct the defects by supplying the spare parts. The exchange of parts will remain the responsibility of installers and distributors.

The warranty is limited to the distribution or replacement of any parts found defective by our after-sales service, excluding postage. Labour and moving are the responsibility of the installer-dealer. (We ourselves assess whether it is necessary to return the material to the factory, by written confirmation which implies our liability.) The warranty does not apply in the case of intervention by a third party for repair without express order from us. It does not cover either the consequence of normal wear such as in particular the replacement of panes, Plexiglas plates, knives, cutting plates, etc We cannot be held liable for the consequences of mishandling devices, non-observance of special instructions, negligence of personnel, malicious acts by employees or third parties, misuse of equipment. In any case, the guarantee of a device will be suspended if the assembly and the connection of the latter have not been carried out in accordance with the regulations and standards in force. Any other liability for direct or indirect damage is excluded and it cannot be invoked in the event of accidents caused to persons and things as a result of a defect in or faulty design of the equipment. In case of dispute concerning our terms of guarantee, only the Commercial Court of Lons le Saunier (39) is competent, even for proceedings involving several defendants or the introduction of third parties without notice.

METHODS OF CORRECTING DEFECTS DURING THE WARRANTY

- In order to continually improve our production, we reserve the right to modify our models.

REGULATIONS AND / OR STANDARDS

- DADAUX complies with the laws to which it is subject. DADAUX also takes reasonable measures to ensure the conformity of its equipment with the standards and regulations applicable when the Buyer uses DADAUX products. However, DADAUX equipment is used in many regulated applications and sometimes the standards and regulations in force conflict with each other. DADAUX makes no representations or warranties that its equipment complies with all applicable standards except where explicitly stated and agreed in writing by an authorized agent. The Buyer is responsible for the correct installation, operation and compliance with the safety instructions in accordance with all applicable laws and regulations.

PRODUCT MANUALS

- It is essential for the Buyer to comply with installation instructions, product and system manuals, operating and safety instructions, and any other documentation and specifications provided by DADAUX with the equipment. DADAUX disclaims all liability, including liability under the warranty, if the Buyer does not comply.

INTELLECTUAL PROPERTY

- Unless DADAUX expressly agrees otherwise in writing, DADAUX will not transfer to the Buyer any proprietary rights in any patents, copyrights, trademarks, technologies, plans, specifications, drawings or any other intellectual property relating to the equipment.

INTERNET-BASED SALES

We prohibit the online display of the prices of our machines. Any link to our website must be subject to written authorization.

PROMOTION

Any promotional action is subject to prior authorization from our company.

EXCLUSION OF LIABILITY

-Under no circumstances shall Dadaux be liable to the Buyer or any other party for any type of damage whether they are special, consequential, indirect, incidental, exemplary or punitive, whether such damages arise from or result from a contractual breach, a guarantee, tort (including negligence) of strict liability or otherwise, and even if the contract fails to fulfil its essential purpose. Such damages include, but are not limited to, loss of profit or revenue, loss of use of equipment or a piece of equipment, cost of replacement of equipment, facilities, time costs of stoppage, construction cost increases, reputational damage, customer loss, or any claim by Buyer's customers or subcontractors for such damages. The Buyer is prohibited from transferring, assigning or renting the equipment sold under this contract to a third party until they have obtained their adhesion to the protection granted to DADAUX in this clause.

FORCE MAJEURE

- Except for payments due by the Buyer, the period of execution of this contract may be reasonably prolonged if a party breaches its obligations under this contract or is delayed in the performance thereof, for reasons beyond the reasonable control of the Buyer. Strikes, riots, acts of God, war, terrorist activities, emergencies, material shortages or unavailability, weather, law change, and other similar causes are included, but not limited to, reasons beyond reasonable control of a party.

INTERPRETATION

- If any of the provisions hereof conflict with applicable law or are invalidated by applicable law, these terms and conditions will be read as if these provisions were not included. The invalid, illegal or unenforceable provision will be deemed automatically amended and included, as amended, herein. These changes will be made in a minimal and necessary manner to make the provision valid, lawful and enforceable. The fact that DADAUX does not take advantage of the non-compliance or excuse the Buyer for non-compliance with these terms and conditions does not constitute a waiver or an excuse for any prior or subsequent non-compliance.

. APPLICABLE LAW AND JURISDICTION

WEEE

-DADAUX will dispose of waste electrical and electronic equipment (WEEE).

TRACEABILITY

- The Buyer acknowledges that DADAUX has the right to trace or recall the equipment, or to take other corrective measures for the equipment. The Buyer will actively support DADAUX in its efforts, if this need arises. If the Buyer resells the equipment to a third party, it will be considered the distributor of the equipment under applicable law and shall assume all related obligations including, but not limited to, the following: (i) keep all documents and information necessary to trace or recall equipment sold to third parties for a minimum of 10 years; (ii) immediately inform DADAUX of any undue equipment complaints or incidents, and promptly comply with any instructions given by

DADAUX regarding investigation and processing of the file; and (iii) comply with all applicable storage and storage requirements.

APPLICABLE TO SALES IN FRANCE / EEC

- Notwithstanding any contrary provisions contained in this contract, for all sales in France:

A. Any amount not paid at the due date will result in the payment by the Buyer of late payment penalties, the interest rate of which is that applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points. These penalties are due by right. In accordance with articles L441-6 and D441-5 of the French Commercial Code, any delay in payment leads automatically and without a reminder being necessary, in addition to penalties for late payment, to an obligation for the debtor to pay a lump sum indemnity for recovery fee of 40 €. Supplementary compensation may be claimed, on receipts, when the recovery costs incurred exceed the amount of the lump sum indemnity. The implementation of a recovery procedure, following a default by the Buyer resulting in an unpaid invoice or a recovery of equipment, shall also entail the payment, as a penalty clause, of compensation equal to 15% of sums remaining due. Under no circumstances, whether or not the equipment and machinery sold is installed and / or in operation, is the Buyer authorized to postpone, suspend, reduce its payments, or to make deductions or offsets on other invoices, without the prior written agreement of DADAUX, in accordance with Article L441-6, 8 of the French Commercial Code

B. DADAUX retains ownership of the goods delivered until full payment of their price and any ancillary costs. The delivery of bills or securities creating an obligation to pay does not constitute a payment within the meaning of this clause. The transfer of risk will however take place as soon as the goods are physically handed over to the carrier. As a result, the Buyer undertakes to guarantee the goods delivered against theft, loss or destruction.

C. Concerning the guarantee of the services described above, if a nonconformity is detected within 30 days after the execution of the services and following a written notification of the Buyer, DADAUX will give all instructions with a view to correcting this non-compliance in accordance with our procedure for handling complaints or anomalies

COLLECTION OF PERSONAL DATA

Company DADAUX appointed a Data Protection Officer (“DPO”) that the Buyer can contact at the following email address: RGPD@dadaux.com . In accordance with the provisions of the data protection regulations including the “European Regulation No 2016-679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data” (“GDPR”), the personal data collected, are those strictly necessary for processing the order of the Buyer. This data is collected with his consent. They are kept for the duration of their treatment. Pursuant to the aforementioned regulations, the Buyer has access, rectification, erasure and opposition rights to these data. The Buyer may assert these rights at RGPD@dadaux.com by proving its identity. Company DADAUX has implemented a Confidentiality and Personal Data Protection Charter for its customers and prospects, available on its website: <https://dadaux.com> .

The Buyer acknowledges having read the terms of the Charter relating to the protection of personal data. In the event of a dispute, the Buyer also has the right to refer the matter to the CNIL. Any request for erasure of your data, which can be read at any time at the previous address, may prevent any subsequent order.