

13th, July 2021

1- Scope of application

The sale of products ("Products") from Deti SAS (hereinafter referred to as "Seller"), Simplified stock company with a capital of 150000€ to buyer ("Buyer") will be governed by the following terms and conditions of sale. These conditions of sale are applicable to all quotations and contracts for sale of goods by the seller notwithstanding any stipulations to the contrary that may appear on the terms and conditions of purchase or any Buyer's other document. If there is no such written contract, then Seller will sell products to buyer only upon the terms set herein.

2- Orders

Any order is considered a promise to purchase. Orders are submitted by the Buyer in writing. The seller will only be hired after written acceptance of the order by acknowledgment. Any payment received at the order, is seen as acceptance of all sales terms and this includes internet sales. For order with open account and other terms of payment, the Buyer has 8 days to make any comments on terms and conditions of sale or the specific clauses specifically mentioned. A minimum order amount of 500 € is mandatory, except for internet sales.

3- Cancellation

No order cancellation is possible once the order is accepted by the Seller.

4- Prices/Terms and conditions of payment

Prices

The quoted prices are based on the costs of materials, packaging and labour needed for the conception of the product. Prices shall be Delivered Duties Paid (DDP- Incoterms 2020)) for France and Cost Paid To (CPT- Incoterms 2020)) for others countries. Additional costs can appear with regard to insurance, transport, or any taxes. Nevertheless, in the case the Buyer wishes to manage the entire operation of transport, prices are thus express in EXW (Incoterms 2020) in relation to the warehouse where the products are prepared.

Terms and conditions of payment

Invoices are issued on the date of delivery. For any customer who does not have an open account at Deti SAS, a cash payment will be required. Any request to open an account must be accompanied by usual banking and commercial references. Supplier's invoices shall be payable in euros (€) within "End of month + 45 days" from delivery. The date on which payment is received determines whether payment was on time. Any change in the customer's solvency, left to our discretion, may result in a reduction in payment times previously granted. Unless there is a convention, there is no discount. For a bank transfer settlement, please use our bank account:

CREDIT AGRICOLE

50-52 Rue de la Porte

29200 Brest – France

IBAN (International Banking Account Number): FR76 1290 6121 0664 4315 9200 181

SWIFT/BIC Number: AGRIFRPP829

5- Delay or default payment

If the Buyer fails to effect payment on the due date, the Seller reserves the right, in addition to any other legal rights and remedies available to it, to suspend further deliveries of Products as long as payment is not received from the Buyer, and/or to terminate the Contract.

On the other hand, any amount not paid at maturity will bear as of right and without prior notice, late interest from that maturity until the receipt of the payment without this clause being able to interfere with the liability of due amount. These late interest rates will be calculated at the rate of three times the statutory interest rate of European Central Bank (ECB), raised by 10 percentage points.

If Deti SAS terminates the Contract, the Buyer will be liable to the Seller for any damages and will borne the price of all Products, actually delivered or completed and ready for delivery. The Seller further reserves the right to claim the fair and reasonable price for partly completed Products based on manufacturing costs up to the date of termination.

In addition, the Seller reserves the right at any time, even in the course of performance of the Contract, to require the Buyer to furnish a guarantee of payment whose terms shall be agreed upon in writing by the Seller.

6- Delivery

The Seller will give his best care to the strict compliance of the deadlines indicated on his receipt of order. However, these deadlines shall in all cases be deemed approximate and are only given as an indication. Their overtaking may not result in an order cancellation, withholding, compensation or delay penalty of any kind. War, strike, epidemics, interruption of transport, shortage of raw materials, accidents and all causes beyond the Seller's control will be considered as cases of force majeure authorizing the Seller to suspend executing contracts or orders.

Delay

If the Supplier can foresee that it will be unable to comply with a certain delivery deadline, it will notify the purchaser promptly and advise it of the anticipated new delivery deadline.

Transport

As a reminder, we detail below the conditions of propriety and risk transfer incurred by each of the incoterm 2020 used for our sales:

For international sales, the reciprocal obligations assigned to the Parties of this Contract are distributed according to the CPT 2020 incoterm. This means that the Seller takes in charge the transport to the Buyer's warehouse, and that the transfer of risk takes place at the end of the post-carriage process. In this sense, the insurance costs of the goods and the handling operation are assumed by the Buyer.

For domestic sales, contracts are concluded under the incoterm DDP (Incoterm 2020). Therefore, the Seller assumes the transport operation to the Buyer's premises.

Deti also plans to use the EXW incoterm for customers who wish to handle the entire transport process, from our premises to theirs.

Control of reception

At the reception of the products, the Buyer is committed to check if the content is not damaged and matches his expectations.

7- Technical acceptance

Final acceptance or rejection of the Goods shall be made as promptly as practical after delivery to Buyer. The technical receipt of the delivery goods must be carried out by the customers within thirty (30) days period. Upon acceptance of each unit of Goods, Buyer waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer at the time of acceptance. Any subsequent changes, adaptations or additional services will then be at the customer's expense.

8- Complains and return of goods

Complaints about apparent defects or non-compliance must be made in writing and addressed to the Seller within thirty (30) days of receiving the Products. Any return of Products must be authorized by the Seller beforehand. Returned Products must be in perfect new condition and carefully packaged. The costs and risks of return are always under the Buyer's responsibility. All returns of any nonconforming Goods within the applicable acceptance level shall be handled exclusively under the Warranty provisions in Clause 9.

9- Warranty

Warranty for defects

Deti SAS warrants that the Product sold to the Buyer is:

- Conform to Deti's standard specification for such Products
- Correctly packaged and labelled
- Conform to any promises and affirmation made on the Product.

In the event that one of these previous conditions is not respected, the Seller warrants the products three (3) years from the delivery from hidden defects. The Buyer must, as soon as a hidden defect is found, inform the Seller within eight days of that finding.

In the event that any such Products fail to conform to the foregoing warranty, Seller will, at its option, repair or replace the nonconforming Products. Shipping costs incurred in returning such nonconforming Products to Seller will be borne by the Buyer. Seller will in no event be liable for any inspection, or packaging costs incurred in connection with such Products. However, the warranty does not apply in case of improper installation, misuse or maintenance by the customer. It also does not apply in the event of a modification or repair by a person not authorized by the Seller.

Warranty of non-infringement of intellectual property and copyrights

Deti SAS warrants that the Products sold to the Buyer are not infringing the intellectual property rights or copyrights of third parties wherever its location is.

In the event a claim has been asserted against the products regarding on the infringement of such rights; parties will quickly notify each other in writing.

Claims based on infringement of a third party intellectual property or copyrights are excluded from warranty when such infringement is due to:

- Special request from the Buyer regarding the products designs, specifications and properties;
- Any non-conforming use of the goods by the Buyer;
- Rejection of Seller's recommended changes or modifications to goods, when the seller has offered to implement those changes or modifications (especially for reverse engineered products);
- Use of goods after receiving notice by Supplier of an infringement of third party intellectual property or copyrights.

10- Intellectual and industrial property

All intellectual or industrial property rights attached to the Company's products, photographs and datasheets remain the exclusive property of the Deti SAS or the third parties concerned, including patents, trademarks, and copyrights. The contract cannot be interpreted in any way to confer any ownership or licence on a patent, trademark, technical information, design or any other right owned or licensed by the company.

The Buyer is not authorized to directly or indirectly analyze, manufacture or imitate the products supplied by Deti SAS. Each stakeholder involved in the contract retains ownership over their tools, methods and know-how, even if they have been improved or modified for the performance of the contract. In this sense, Deti SAS reserves the right to reuse the knowledge, experience and know-how obtained under the current contract.

11- Outsourcing

In the event that materials or parts are provided to us by the Customer to carry out his order, no entrance check is carried out by us. It is assumed, unless otherwise agreed, that the product available to us is free of any defects. If, during our production from these materials or parts, there was a defect, the Customer would be responsible for the product supplied and would have to reimburse us for the processing costs and added value that we brought to that product as well as the product itself.

12- Plan specification and tools

The plans and guidelines provided by the Buyer are used by the Seller to match as much as possible with the Buyer expectations. The Seller's materials or parts are manufactured and controlled according to the Seller's standards conditions or according to Buyer request. For any derogation, the Buyer has to write a notice which mentioned the changes requested, it will be then confirmed by the Seller. The studies and tools carried out by us or by those of our constituents or subcontractors will remain in our possession and our property, even if the cost has been supported by the Buyer in whole or in part.

13- Property reserve

By application of the Section 2367 and followings of the civil code (Property Clauses); Products sold remain under Deti's ownership until such time as all claims arising out of the business relationship with the purchaser have been paid in full. In the event of a dispute, no compensation of any kind can call into question the property reserve clause. The provision does not prevent the transfert to the customer as soon as the Products are loaded and under the transporter possession, the risk of loss and deterioration of the Products, as well as the damage they could cause. In the event a payment is not ensured at the agreed deadline, Deti SAS reserves the right to get the Products back from the Buyer. Also, in such case, the Seller can terminate the contract without any notice from the Buyer. Until the full price is paid, the Products cannot be resold or processed without prior and express approval from the Seller.

The Buyer will bear the costs of inventory, restitution or litigation incurred by the claim of the products. The Buyer will ensure that product identification is always possible.

14- Governing law/Litigation/Jurisdiction

The validity, interpretation and performance of the terms will be governed, and interpreted in accordance with French laws without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

Upstream all legal steps, both parties agree to seek an amicable agreement.

Exclusive place of jurisdiction for any and all disputes arising out of or in connection with the supply relationship shall be the Brest court unless the Seller wishes to refer to another jurisdiction.

15- Compliance with law

Buyer warrants, and undertakes to Deti SAS that it will comply fully with all application law, including export control, economic sanctions, and anti-boycott laws and regulations of the European Union, including obtaining all required licenses for any export/re-export of the Products, and that is not subject to sanctions or export control restrictions under these laws and regulations.

16- Data protection and privacy

In the event the parties receive any personal data according to the regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("General Data Protection Regulation", GDPR), each party warrants that any such personal data will be collected, processed, and used in accordance with the applicable privacy policies and requirements of the Privacy Regulations. For more information, please consult Deti's Privacy Policy.