

Your order or signature of the Commercial Proposal constitutes an acceptance of the following Conditions of Sale and Service.

1. APPLICATION

These General Conditions of Sale and Service apply to all orders for services that are submitted to the company ORINOX USA LLC – C/O Pramex International, 1251 Avenue of the Americas, FL 3, New York, NY 10020, hereafter referred to as ORINOX.

These are the only applicable terms and conditions, with the exception of general or specific customer conditions that ORINOX has expressly agreed to in writing.

ORINOX may change these terms and conditions at any time, subject to modifications that may appear on the website www.orinox.fr. Conditions online at the time of order placement remain valid for this order. The CLIENT is deemed to have read and to have accepted all terms and conditions of sale and service.

2. ORDER AND VALIDITY

Unless otherwise specified in ORINOX's special conditions, the period of validity of this offer is one month.

Any order that has not been preceded by a written offer by ORINOX shall not bind CLIENT unless a written letter of acceptance has been sent by ORINOX.

3. RATES

ORINOX rates are denominated in EUR, USD or CAD, excluding VAT (value-added tax). ORINOX rates enter into effect on the date of signing by both parties. Any variation in pricing to occur after that date is inapplicable to the current order. However, pricing may be revised for subsequent orders or additional service. Such circumstances will require a meeting between the CLIENT and ORINOX to find a solution that is acceptable for both parties. ORINOX rates apply only to the provision of services described in the Conditions, excluding all other work, services, or travel costs. If these are requested by the customer, costs will be incurred at the rate stipulated under Special Conditions.

Any increase in VAT or any new tax imposed after the time of order placement will be borne by the customer.

4. PAYMENT

Unless otherwise stated in the ORINOX offer, services will be billed monthly based on the progress of the project. Invoices are payable in the currency of billing to ORINOX headquarters by money transfer within 30 days from the end of the month of invoice date. Any claim relating to an invoice must be sent by registered letter with acknowledgement of receipt, to ORINOX headquarters within eight calendar days after its receipt. By default, the CLIENT will not be able to contest the invoice which will be deemed valid and accurate in all respects. In the event of disagreement related to the invoice, the CLIENT agrees to promptly pay the undisputed portion.

In the event of whole or partial default, all invoices for the same contract become payable immediately, without prior notice, on all sums due, up to and including full payment.

Our invoices are payable without discount for early payment. Any payment made after the period indicated on our invoices shall incur, after formal notice, a penalty amounting to three times the original interest rate, in addition to a fixed penalty of 40€ as compensation for recovery costs.

5. DEADLINES

Unless expressly mentioned under Special Conditions, the delivery times mentioned in the Special Conditions are not strict deadlines. ORINOX may only incur liability if the delay is due to ORINOX's gross negligence.

The client may not invoke the turnaround time to request termination of the contract, claim damages, or enforce any claim, unless expressly agreed upon in writing by ORINOX.

6. ORINOX OBLIGATIONS

The head of ORINOX's project is Maxime FOURREAU, acting as director. The personnel responsible for operations at the client site remain under the hierarchical and disciplinary authority of ORINOX. The personnel will not receive any directions or injunction directly from the CLIENT.

Our personnel may not, under any circumstances, be legally treated as an employee of the CLIENT. ORINOX will remain the sole employer by continuing to provide the administrative, accounting, and human resources staff assigned to this contract, who will then report the progress of the work assigned to them.

ORINOX remains responsible for the performance of the work for the duration of the service. ORINOX will complete all contractual obligations, respecting all specifications, quality, and deadlines agreed upon with the CLIENT before project commencement. In order to perform the services listed under this contract, ORINOX agrees to:

- Apply the general instructions, special requirements, and rules of the CLIENT, including methodology and standard tools used by the CLIENT,
- Engage a fully trained staff, possessing verifiable and sufficient qualifications,
- Employ only staff in good legal standing and declared to the necessary agencies for hire,
- At all times, respect the applicable legislation and labor laws pertaining to consulting firms, in addition to all administrative, civil or criminal penalties resulting from non-compliance with the law,
- Assure compliance with all necessary government and social organizations,
- Enforce respect of the CLIENT's working hours by ORINOX staff, unless otherwise specified.

For security reasons, ORINOX will provide a specific list of consultants approved to collaborate on the project, in addition to any changes in the project team.

ORINOX, as a specialist, has a duty to advise the client. If necessary, ORINOX will warn the CLIENT against potentially damaging effects of transmitted requests or orders.

7. CLIENT OBLIGATIONS

The designated technical director of the CLIENT is assigned full decision-making power for ORINOX's solutions.

The CLIENT will provide project management for the work ORINOX completes according to the original specifications. As such, the CLIENT defines the work to be completed and makes the decisions necessary to their proper implementation. The CLIENT agrees to provide ORINOX with all current documents, parameters and information that may pertain to ensure that the tasks included under this contract are completed under the best possible conditions and within the designated time frame.

The CLIENT also agrees to provide all materials necessary for completion of services described in this contract.

And finally, the CLIENT will conform to all necessary hygiene and safety regulations in place. Personal protective equipment will be provided by the CLIENT.

8. SERVICE EXECUTION PROCEDURES

The technical conditions of service procedures and implementation of different service phases will be validated throughout the project both by ORINOX and the CLIENT.

All services will be performed according to professional standards in use, with caution and discretion. ORINOX will ensure quality management. In parallel, the CLIENT agrees to meet its obligations (ref. Article Client Obligations).

The CLIENT must carry out inspections throughout the project, without interfering with service organization. ORINOX is solely responsible for project phases and services delivered, as specified in this contract.

In the absence of specifications in a technical appendix, this contract will specify the purpose and scope of services, including the end result to be delivered. Informational and coordination meetings will be held by both parties to follow the progress of the project.

The service provided by ORINOX will produce progress reports, the frequency of which will be agreed upon in writing with the CLIENT. Upon completion of all tasks, the service request will be stated on an activity report or receipt transcript, signed by both parties. The CLIENT has a period of fifteen days from the date of signing, or in the absence of documentation, fifteen days after the end of contracted service, as mentioned in the contract, to file any complaint.

Beyond the period of fifteen days, the CLIENT will forfeit their right to file a complaint, as all services have been permanently and correctly completed. Acceptance of all services and invoices will be assumed.

In the event that the client files a complaint, a meeting between parties will be held within eight working days, to set new deadlines necessary for compliance, and to implement corrective actions.

9. INTELLECTUAL PROPERTY AND TRANSFER OF RISK

ORINOX reserves the ownership rights of all items completed through the services of the project until full payment is issued by the CLIENT.

The retention of title referred to above shall apply to any transfer of industrial property rights and/or relating to intellectual development and/or designs provided by ORINOX.

In all cases, particularly in the event of bankruptcy of the CLIENT, ORINOX may inventory, by any reasonable method, in order to claim all materials included herein, without pulling away the client, the receiver or any outsider, of their legal obligations.

The CLIENT may not pledge or transfer the services or property provided by ORINOX without written consent by ORINOX. However, the CLIENT may, in the ordinary course of its operations, incorporate them with other services or projects, transform them, or sell or deliver them in the same state or after processing or incorporation. The CLIENT also agrees to notify the end user of ORINOX's retention of ownership clause, and to provide ORINOX with all documents necessary to recover the property. The CLIENT agrees to leave all property in ORINOX's name until all invoices have been paid.

In the event that the CLIENT leaves an invoice unpaid in whole or in part, ORINOX reserves the right to require the return of all services provided by ORINOX existing in the customer's premises, at the cost and risk of the CLIENT. This return does not equate to the termination of the sale.

In the event of recovery of delivered services reserved by ORINOX property rights, the CLIENT will be credited by ORINOX the partial payments made, less the amount of the costs incurred by the recovery (travel and accommodation) and for damages resulting from the depreciation of the benefits of the service. ORINOX has the right to take into account the state of delivered goods and services at the time of their recovery due to pricing changes between the date of contract signing and the date of recovery.

Failing immediate action by the CLIENT to fulfill their obligation to return, there may be a right to injunction or other court order permitting ORINOX to repossess the designs located at the CLIENT's office, and retain ownership at the expense of the CLIENT.

The CLIENT agrees to take all necessary measures for the preservation of ORINOX's products, including but not limited to the purchase of insurance.

10. NON-SOLICITATION CLAUSE

Without the prior written consent of ORINOX, the "client company" is expressly forbidden to solicit, initiate or work, directly or indirectly, with employees of ORINOX. Any undisclosed compensation or benefits are also prohibited.

In the event that the "client company" does not respect this agreement, the "client company" will be automatically liable to compensate ORINOX at the current fixed standard rate of 100 000 € (euros) per concerned ORINOX employee for prejudice suffered (hiring expenses, training costs and loss of expertise, damages resulting from the employee's personal reputation or commitments already made on their behalf). This clause remains valid throughout the duration of service and for 12 (twelve) months thereafter. This sum shall be payable to ORINOX within eight days upon discovery

of any infringement of this non-solicitation clause by the "client company".

11. GUARANTEES

ORINOX guarantees that software and elements created and provided to the client are legal and respect all third-party rights.

The CLIENT guarantees that the equipment provided for use by ORINOX is legal and does not violate third party rights in any way. The CLIENT is solely responsible for the content of publications requested from ORINOX, without limiting the foregoing. The CLIENT agrees to obtain all necessary permits and rights for the text, maps, images, videos, or any other works used.

ORINOX disclaims any liability for internet service interruption or data loss caused by an internet provider having no connection to ORINOX. Similarly, when providing web hosting or email service requested by the CLIENT, ORINOX cannot be held responsible for direct or indirect damage caused by a temporary interruption of service.

12. INSURANCE

ORINOX is covered by professional liability insurance from a reputable French company. The terms of insurance can be provided to the CLIENT upon request.

In a service project occurring abroad, insurance documentation will be established before the start of service. The terms of insurance may be provided to the client company upon request.

13. RESPONSIBILITY

Limitation on ORINOX's responsibility to the client is expressly limited to the performance of its contractual obligations, excluding damages of any other nature that the CLIENT may encounter. Only direct damages will lead to compensation. The CLIENT and ORINOX expressly agree that in any action against ORINOX by a third party, whatever the form or cause, the CLIENT shall not have the right to compensation of any kind.

ORINOX cannot be held liable for indirect, punitive, multiple, special, consequential, or incidental damages. Specifically, any loss of revenue, goodwill, reputation, customers, commercial advantages, economic growth, profits, or opportunity or any other damages, even if ORINOX has been notified of such damages. It is expressly agreed between both parties that any legal action or claim whatsoever shall not be commenced or made by the customer more than one year after the conclusion of this contract. ORINOX may in no way be held responsible for damages resulting from force majeure of the CLIENT or a third party. In the event that a force majeure occurs, ORINOX is discharged from its obligations to deliver or provide the services presented in this contract beyond those usually recognized by the French courts, such as partial or total interior or exterior company strikes, including those by public services that contribute to its power or operation, lockouts, weather, hurricanes, storms, floods, earthquakes, epidemics, blockages of transportation, interruptions of telecommunications, state of war, mobilization, riots, fires, floods, governmental or legal restrictions, computer failures, accidents or other unpredictable events rendering ORINOX unable to meet its obligations. In this

event, the liability of ORINOX is hereunder limited by express agreement between the parties to a maximum amount equal to the amount received by ORINOX in the three preceding months of the current contract for any repairable damage as defined above justified by ORINOX. The provisions of this article shall remain in effect following the expiration or termination hereof.

14. CONFIDENTIALITY

Both parties guarantee absolute confidentiality of all aspects of the project and commit to limit access only to personnel necessary to the execution of the contract. Therefore, both parties recognize that any disclosure of personal information constitutes a violation of the professional secrecy and may result in criminal liability.

15. TERMINATION

In the event of poor performance or failure of the CLIENT to complete any of its obligations hereunder, and after a notice sent by registered mail has received no reply fifteen days after receipt, ORINOX may unilaterally terminate the contract immediately, by operation of law without the need of any legal formality. In this case, the CLIENT relinquishes its claim to indemnity, damages, and interest.

ORINOX reserves the right to terminate the contract without the need of additional formality and without compensation to the client immediately if an invoice remains unpaid.

In the event of early termination of the contract by ORINOX for any reason whatsoever, the full amount due under the contract will become immediately payable by the CLIENT, in addition to a fixed penalty equal to 10% of the total amount of the contract, without the right to any other claim for damages or interest.

16. PERSONAL DATA

The information collected on the Customer is subject to computer processing by ORINOX and is essential for processing the Customer's order.

This information and personal data is also kept for security purposes, in order to comply with legal and regulatory obligations. It will be kept for as long as is necessary to carry out the work ordered and any guarantees that may apply once the work has been completed.

Access to personal data will be strictly limited to employees of the data controller, authorized to process such data by virtue of their functions. The information collected may be communicated to third parties bound to the company by contract for the performance of subcontracted tasks, without the customer's authorization being required.

Each Party warrants to the other that it will comply with its respective obligations under all applicable laws relating to the Processing of Personal Data collected by or disclosed to it pursuant to the Contract.

17. CSR COMMITMENT

As part of our CSR commitments, ORINOX promotes and respects the protection of international human rights law and invites all its partners, customers, subcontractors and suppliers to do the same.

18. JURISDICTION AND APPLICABLE LAW

The present contract is governed by American law. All disputes relating to this matter, once all attempts to find an amicable solution have been exhausted, will be the sole jurisdiction of New York and the state of New York.