

CENTILOC TERMS AND CONDITIONS OF SALE

1. PRESENTATION OF CENTILOC AND ITS PRODUCTS :

CENTILOC, hereinafter referred to as "**CENTILOC**", is a société par actions simplifiée (simplified joint stock company) whose registered office is at EUROPARC SAINTE VICTOIRE BÂT.6 LE CANET, 11 RTE DE VALBRILLANT, 13.590 MEYREUIL, registered with the Aix-en-Provence Trade and Companies Register under number 852 082 882.

CENTILOC is an innovative company specializing in the design, manufacture and sale of connected sensors and shelves enabling real-time identification of stored goods, hereinafter the "**Products**".

CENTILOC also develops and provides software for use with the Products, hereinafter referred to as the "**Software**". It is specified that the use of the Software requires the subscription of a dedicated contract, independently of the purchase of the Products.

The Products are exclusively intended for professional customers, natural or legal persons exercising their profession for the needs of their professional activities, hereinafter referred to as "**Customers**".

The purpose of these General Terms and Conditions of Sale (hereinafter the "**GTCS**") is to define the conditions applicable to the sale of Products by CENTILOC to Customers.

2. SCOPE OF THE GENERAL TERMS AND CONDITIONS :

All orders for Products are subject to the Customer's full and unreserved acceptance of these terms and conditions.

The GCS apply to all sales of Products by CENTILOC. By placing an order for Products with CENTILOC, the Customer acknowledges that he/she has read and understood these General Terms and Conditions of Sale, accepts them in full, without restriction or reservation, and waives his/her right to invoke, where applicable, his/her own terms and conditions of purchase or any other contractual document.

These GCS are the law of the parties and prevail over any clause or condition to the contrary, in particular those appearing in any other document of the Customer whatsoever (letters, notices of receipt, estimates, invoices, slips, etc.).

CENTILOC reserves the right to modify these terms and conditions at any time, by simply notifying the Customer of the modified terms and conditions by e-mail. The terms and conditions applicable are those in force on the date the order is placed.

If one or more stipulations of the GTC are held to be invalid or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain their full force and scope.

3. PRODUCT FEATURES :

The Products are presented in the documentation published by CENTILOC. The Products include an embedded computer program, incorporated and supplied with the Products, hereinafter referred to as the "**Firmware**".

The Products offered by CENTILOC comply with the regulations in force in France. CENTILOC **cannot be held** responsible for any failure to comply with the legislation of the country in which the Products are delivered or used, which it is the Customer's responsibility to check.

Advice on use and precautions for use of the Products are given in the Product description or supplied with the Product when it is made available. It is the Customer's responsibility to read them carefully and to follow them scrupulously. CENTILOC declines all responsibility in the event that these instructions are not respected by the Customer.

The Customer, who is a professional, is the only one able to determine whether the Products correspond to his needs. He therefore orders with full knowledge of the facts. The choice and purchase of a Product are therefore the sole responsibility of the Customer.

The Customer is hereby informed that the Products are complex equipment requiring specific skills to use. The Customer declares that he/she has the necessary skills and authorizations to use the Products.

The Products are supplied with any accessories and integrated Firmware. It should be noted that the Customer may also order from CENTILOC the provision of Software associated with the Products, which will give rise to the conclusion of a separate contract for the use of the software between the parties.

4. ORDERING :

All orders for Products must be made in writing.

To this end, CENTILOC will issue a quotation to the Customer. On receipt of the quotation, the Customer undertakes to check the accuracy of the information given on the quotation and to notify CENTILOC of any changes to be made. The Customer returns the quotation, dated and signed with the mention "bon pour accord", together with these GTC duly initialled. If any of the above elements are missing, CENTILOC will be entitled to refuse the order.

The quotation must be returned within its period of validity. Any quotation not accepted by the customer within the specified period will lapse.

All orders, once validated, are firm and final. Any modification of an order will be subject to prior acceptance by CENTILOC, which may make its agreement conditional upon payment of an additional charge and/or postponement of the execution of the order in question.

Any cancellation of an order by the Customer engages its responsibility and obliges it to compensate CENTILOC for its disbursements, losses and missed profits for the ordered Products. In all cases, the deposit paid by the Customer at the time of the order will remain definitively acquired by CENTILOC as compensation, without prejudice to any other actions.

5. PRODUCT AVAILABILITY :

5.1. How the Products are made available :

Product delivery times are specified in the quotation. They are expressly stipulated as an indication. Any delay in the delivery of Products shall in no way give rise to cancellation of the order or to compensation.

Unless otherwise specified in the quotation, the Products are made available to the Customer on CENTILOC's premises, and the Customer is responsible for collecting them. Should the Customer fail to collect the Products ordered within the specified period, CENTILOC reserves the right to cancel the order and terminate the contract, or to maintain the order and invoice a storage charge at the current rate for any week commenced after this period and until the Products are actually collected by the Customer. During this storage period, the Products will be at the Customer's exclusive risk. In addition, the deposit paid by the Customer at the time of the order will remain definitively acquired by CENTILOC as compensation, without prejudice to any other actions.

CENTILOC can also deliver Products at the Customer's request. In this case, transport costs will be invoiced in addition. The cost of transport is shown on the quotation. In the event that transport is planned, the Products are transported at the Customer's expense and risk, and the Customer must insure himself accordingly, even in the event that transport is organized by CENTILOC.

5.2. Reception :

The Customer is responsible for receiving the Products at their destination. It is the Customer's responsibility, upon receipt of the Products, to check the contents of the parcel on arrival and, if necessary, to take recourse against the carrier.

In the absence of reservations expressly made by the Customer, in writing, upon receipt of the Products, or at the latest within five (5) days of such receipt, the Products will be deemed to conform in quantity and quality to the order, free from apparent defects and in good working order. Consequently, CENTILOC may only be obliged to the Customer, where applicable, subject to and within the limits of the dispute thus formalized.

5.3 Installation and use of the Products :

The customer is responsible for the installation and wiring of the Products at their place of use.

However, CENTILOC can take care of this at the Customer's express request. The installation will then be invoiced in addition, at CENTILOC's usual rates in force on the day of the order.

The Products are supplied to be used exclusively by the Customer for personal and business purposes.

The Products may only be entrusted to duly qualified personnel who have the necessary authorizations. The Products must be maintained in good working order and used in accordance with their intended purpose.

The Products must be used by the Customer in strict accordance with the instructions for use provided by CENTILOC. In the event of modification of the Products by the Customer, CENTILOC

cannot guarantee their correct operation, their conformity, nor their compatibility with any software ordered by the Customer, and declines all responsibility in this respect.

5.4. Firmware and limited license :

Products are supplied with embedded Firmware. The Firmware can only be used with the Product sold by CENTILOC. It cannot be used on any other hardware.

CENTILOC hereby grants the Customer, who accepts it, a non-exclusive license to use the Firmware in order to allow the Customer to use it in accordance with its intended purpose, in the context of the use of the Product, for the duration of the use of the Product, i.e. for the life of the Product at the most. This license is granted on a personal basis, with no possibility of sub-licensing. This license automatically extends to any new versions, updates or developments made to the Firmware by CENTILOC, in the knowledge that CENTILOC is under no obligation to develop, adapt or update the Firmware.

6. TRANSFER OF RISK - TRANSFER OF OWNERSHIP :

6.1. Transfer of risk :

The transfer of the risks on the Products occurs as of the removal of the Products in the buildings of CENTILOC. The Customer therefore bears the risks of transport after collection, even if transport is insured by CENTILOC. He is therefore required to insure himself accordingly.

6.2. Transfer of ownership :

PRODUCTS ARE SOLD WITH RESERVATION OF OWNERSHIP.

The transfer of ownership of the Products to the Customer will only take place after full payment of the price of the order for the said Products and its accessories. This applies regardless of the date on which the Products are made available.

Where necessary, in order to avoid any possible ambiguity, it is specified that this transfer of ownership can only relate to the Products themselves, the Firmware being protected by intellectual property rights.

Until full payment has been received, the Customer undertakes not to resell or pledge the Products. In the event of seizure or any other intervention by a third party on the Products, the Customer must inform CENTILOC without delay in order to enable it to oppose the seizure and preserve its rights. The Customer must also immediately inform the third party that he is not the owner of the Products.

It is reminded that the transfer of the risks of loss and deterioration of the Products takes place as soon as the Products are handed over by CENTILOC to the Customer or to the first carrier. Consequently, until the date of transfer of ownership, the Customer assumes responsibility for any damage that the Products may suffer or cause for any reason whatsoever. The Customer therefore undertakes to insure the Products in his possession or under his control for their replacement value.

If the Customer fails to pay the invoices on the agreed due dates, CENTILOC may demand the return of the Products by the Customer, at the Customer's first request, with all costs to be borne by the Customer. Products still in the Customer's possession will be presumed to be unpaid Products.

It is agreed that the transfer of ownership will entail the transfer of obligations relating to the disposal and treatment of waste electrical and electronic equipment to the Customer.

7. PRICES AND TERMS OF PAYMENT :

7.1. Price :

The applicable prices are those mentioned in the quotation. Prices are in euros, net, excluding taxes. Delivery charges, where applicable, are invoiced in addition.

The VAT rate applicable to the price excluding taxes is that in force on the day the invoice is issued. Any tax, duty or other charge payable in application of French regulations or those of the countries of destination or transit shall be borne by the customer.

7.2. Payment :

Payments are made in accordance with the payment schedule indicated on the quotation. Unless otherwise stated on the quotation or agreed by the parties, invoices are payable net within thirty (30) days of the invoice date.

Invoices must be paid by cheque or bank transfer. All bank charges, including intermediary service charges and exchange fees, are borne entirely by the customer.

In all cases, there is no discount for early payment.

7.3. Late payment :

Any sum unpaid to CENTILOC on its due date will give rise to the immediate, automatic and automatic application, without the need to send a formal notice, of late payment interest equal to three (3) times the legal interest rate in force, calculated from the due date until full payment of the price.

In addition, in accordance with the provisions of article D.441-5 of the French Commercial Code, the Customer will be liable for a flat-rate indemnity for collection costs of 40 euros per invoice paid late or not paid without just cause.

Failure to pay an invoice by the due date will result in all outstanding sums becoming due and payable, and CENTILOC reserves the right to suspend the performance of its obligations, cancel the corresponding order and suspend all current orders for Products, without prejudice to any other action.

8. SUBCONTRACTING :

CENTILOC reserves the right to subcontract all or part of the design, manufacture and delivery of the Products to any subcontractor of its choice.

9. INTELLECTUAL PROPERTY :

CENTILOC remains the sole owner of all intellectual property rights to the Products and all their components, including the Firmware. An order does not constitute a transfer of intellectual property rights, nor a transfer of CENTILOC's know-how, with the exception of the limited license for use of the Firmware provided for above.

In addition, and in general, CENTILOC retains all intellectual property rights relating to its projects, technical specifications, plans, drawings, models, illustrations, photographs, catalogs and documents of any kind. These elements may not be communicated, reproduced or executed without CENTILOC's prior written authorization. They must be returned to CENTILOC on first request.

10. Specific conditions for internet ordering (www.centiloc.com :

ARTICLE 1: CUSTOMER

By ordering on the Site, the Customer declares that he has been fully informed of the characteristics and conditions of use of the products and services he is ordering.

He further certifies :

- Be at least 18 years old,
- By using the Site, you acknowledge that you have read and accepted the provisions of these GTC,
- Not to use the Site for any illegal purpose whatsoever and to agree to use the Site in accordance with applicable law,
- Do not impersonate any other person or use a false name or a name you are not authorized to use,
- Do not make purchases in the course of your professional activity.

If the Customer is a professional, he also certifies :

- Be the legal representative of a validly constituted and legally existing company, or, failing that, be authorized by it.

In case of doubt, Centiloc may ask the Customer to prove his identity and reserves the right, if necessary, to refuse the order.

ARTICLE 2: PRODUCTS

The photographs illustrating the products offered are as accurate as possible.

ARTICLE 3: PRICES

Prices are given in euros, net of all taxes, excluding postage and packing. They take into account the VAT applicable on the day of the order.

The prices invoiced are those in force at the time of the order.

ARTICLE 4: SHIPPING COSTS

Shipping costs are calculated according to total weight and destination. They are displayed before the order is validated.

ARTICLE 5: DELIVERY AND RETURNS

5.1 Delivery times and costs

Centiloc cannot be held responsible if :

- A package would be returned to Centiloc by the carrier following incorrect details provided by the customer when placing the order.
- A parcel may be lost by the carrier due to incorrect details provided by the customer when placing the order.

The cost of returning the order would then be borne entirely by the purchaser.

The delivery date depends on the state of the stock, the date of dispatch of the order and the delivery time induced by the delivery method.

Items "in stock" will be dispatched within the indicative times mentioned on the delivery page, and at the latest within 20 working days following the order, except in cases of force majeure.

Delivery times are dependent on the carrier. Consequently, no claim for compensation of any kind whatsoever may be made by the customer.

5.2 Delivery anomalies

Any anomaly concerning the delivery (damage, missing product compared to the delivery note, damaged package, broken product, etc.) must be indicated on the delivery note in the form of handwritten reserves, accompanied by the customer's signature.

In accordance with article L133-3 of the French Commercial Code, the recipient must confirm this anomaly in parallel by sending the carrier a registered letter with acknowledgement of receipt within three working days of the delivery date, setting out the aforementioned claims.

The customer should send a copy of this letter by e-mail to contact@centiloc.com or by post to Centiloc :

EUROPARC St Victoire, Bat 6 11 route de Valbrillant 13590 MEYREUIL - FRANCE

The cost of returning the product will be borne by Centiloc if it is proven that the delivery error is attributable to Centiloc or the delivery person.

ARTICLE 6: PAYMENT TERMS

The customer pays for his purchases at the time of ordering by credit card, in secure data entry.

ARTICLE 7: ORDERING

To place an order, the customer must be clearly identified.

Confirmation of an order implies acceptance of these terms and conditions of sale and acknowledgement of full knowledge thereof.

Validated orders are binding on the customer as soon as an e-mail acknowledging receipt of the order is sent.

ARTICLE 8: WITHDRAWAL

In accordance with the provisions of articles L221-18 to L.221-28 of the French Consumer Code, the consumer customer has a period of 14 clear days to communicate his or her wish to withdraw from the order from the day of receipt, and to return any product to the Store for reimbursement within 14 days of communicating his or her decision to withdraw, without having to justify his or her decision or pay any penalties.

If the period expires on a non-business day, it is extended to the next business day. The burden of proof that the right of withdrawal has been exercised rests with the Customer. Shipping and return costs are at the customer's expense.

ARTICLE 9: LEGAL WARRANTY AGAINST NON-CONFORMITY

The customer benefits from the legal guarantee of conformity of the goods to the contract (cf: articles L217-4 et seq. of the French Consumer Code) and the legal guarantee of hidden defects (cf: articles 1641 et seq. of the French Civil Code). These warranties begin to run upon delivery of the goods ordered.

This warranty is limited to normal use of the product.

If the lack of conformity is proven, the customer may obtain a replacement or refund of the products within 30 days, in which case the return and shipping costs will be at our expense.

ARTICLE 10: COOKIES

Our website collects cookie information from users. If you wish to object, please contact us here.

11. CONFIDENTIALITY :

The Customer and CENTILOC may, in the course of their relationship, have access to confidential information of the other party. The parties undertake to keep confidential all information of any nature whatsoever, concerning the activity of the other party, and of which they may have become aware, either orally or in writing, on the occasion of the conclusion of the present contract and/or its execution.

In particular, the terms and prices of the order, the user manuals and documentation relating to the Products, the Firmware and the Software associated with the Products and distributed by CENTILOC, as well as those indicated as such, are considered to be confidential information.

Confidential information does not include information which, in the absence of fault, is in the public domain; information which the receiving party possessed prior to its communication, without having received it from the other party; and information which is communicated to the parties by third parties, without any condition of confidentiality.

The party to whom confidential information is communicated shall preserve its confidential nature with the same care as it would preserve its own confidential information, and may not communicate or disclose it to third parties without the prior written consent of the other party or to the extent required by law. This confidentiality clause extends to all members of staff, with whom all necessary measures must be taken to comply with this obligation.

The terms of this obligation are valid for the entire duration of the relationship between the Customer and CENTILOC and are valid worldwide and for five (5) years following the end of their relationship, whatever the cause.

All documents communicated by one party to the other will remain its exclusive property and will be returned to it upon request.

12. COMMERCIAL REFERENCES :

Notwithstanding the aforementioned confidentiality clause, the Customer expressly authorizes CENTILOC to use the elements that are specific to it for the purpose of enabling CENTILOC to identify it as a commercial reference for its commercial activity, such as its corporate name, commercial name, logo, group to which it belongs and its activity or any other reference information.

13. PROCESSING OF PERSONAL DATA :

Within the framework of the execution of orders, and in general, of its exchanges with the Customer, CENTILOC is led to process personal data of the Customer and of its employees and collaborators, and vice versa.

As such, the parties undertake to comply with the applicable regulations on the processing of personal data and respect for privacy, and in particular with the General Data Protection Regulation of April 14, 2016, otherwise known as the "RGPD", and the Loi informatique et Liberté rectified in particular by Law No. 2018-493, known as "LIL 3", of June 20, 2018 and its implementing decree, as well as the rewriting order No. 2018-1225 of December 12, 2018.

Each of the Parties, in its capacity as data controller within the meaning of the aforementioned regulations, shall be responsible for informing the persons whose personal data is collected and processed and for ensuring compliance with the regulations in the context of the processing of such data.

14. WARRANTY - LIABILITY :

14.1. WARRANTY - CENTILOC'S LIABILITY :

14.1.1. GUARANTEE :

The Products are guaranteed against hidden defects for a period of (twelve) months from the date of delivery. Any request for intervention under the warranty must be sent by the Customer to CENTILOC as soon as possible after discovery of the defect. The warranty request must indicate the exact nature of the defect and be accompanied by one of the following supporting documents: validated estimate, invoice.

The Customer expressly authorizes CENTILOC to examine the Products in question in order to verify the reality of the alleged defect and to investigate its origin.

In the event that the claims are found to be well-founded, CENTILOC will, at its own discretion and expense, replace, repair or reimburse the defective Product(s).

However, this warranty does not apply in the following cases:

- Non-compliant use or non-compliance with the instructions for use of the Products by the Customer,
- Lack of product maintenance,
- Modifications made to the Products, repairs or work carried out on the Products,
- Intervention of an unauthorized third party on the Products, - Normal wear and tear.

Interventions under the warranty do not extend the warranty period.

Furthermore, CENTILOC provides no guarantee, implicit or express, of the suitability of the Products for the Customer's needs. Nor does CENTILOC guarantee the results of using the Products.

14.1.2. LIMITATION OF LIABILITY :

CENTILOC may only be held liable towards the Customer for facts which are directly attributable to it and which have caused direct damage to the Customer. Consequently, CENTILOC can only be held liable in the event of a proven fault.

In this respect, it is specified that CENTILOC's obligation consists solely in making the Products available. In no way can this provision be considered as advice concerning the use of the Products. CENTILOC declines all responsibility for the use of the Products by the Customer.

Nor will CENTILOC be liable for any damage occurring during transport of the Products by the Customer or under the Customer's responsibility, in the event of modification or alteration of the Products or their components not approved by CENTILOC, or in the event of deterioration caused by a third party.

In any case, the responsibility or the guarantee of CENTILOC will be limited, all causes confused, with the direct damage undergone by the Customer, knowing that the amount of the damages and interests which could be charged to CENTILOC all confused and cumulated damage, could not exceed a total ceiling of an amount equal to the price net of tax effectively collected by CENTILOC under the order object of the litigation, with the exclusion of any indirect damage, any commercial damage or loss of profit.

Therefore, CENTILOC cannot accept any liability for any direct or indirect, incidental or special loss or damage, such as commercial loss, loss of data, loss of orders, damage to brand image, any commercial disturbance whatsoever, loss of profit, earnings and/or profits, loss of earnings, loss of chance, loss of customers, loss of use, suffered by the Customer himself or by a third party. Any

action brought against the Customer by a third party, and in particular a customer of the Customer, constitutes indirect loss and consequently does not give rise to any right to compensation.

14.2 CUSTOMER LIABILITY :

The Customer assures that he/she is aware of the technical characteristics of the Products and declares that he/she has the necessary skills, means and equipment to use them.

As a professional, the Customer uses the Products at his or her own risk and responsibility, at his or her own expense and for his or her own benefit. The Customer is therefore solely responsible for the use of the Products and for any harmful consequences that may result therefrom, in particular for the Customer's own customers and users of the Products. The Customer releases CENTILOC from any liability in this respect.

The Customer undertakes to comply with all obligations arising from the present GTC and is responsible for compliance with these obligations by users to whom it authorizes access to the Products.

Finally, the customer remains solely responsible for compliance with legislation specific to his activity.

15. FORCE MAJEURE :

The parties shall not be liable in the event of non-performance of one or more of their obligations caused by one or more events of force majeure. Any party who is subject to an event of force majeure must notify the other party in writing as soon as possible, indicating the cause of the delay in performance and the period of the foreseeable delay.

The parties may terminate the current order(s) without notice by registered letter with acknowledgement of receipt in the event of persistence of the case of force majeure beyond a period of thirty (30) days from notification of the occurrence of the case of force majeure, without either party being entitled to claim any compensation whatsoever.

16. DROIT APPLICABLE - LITIGES :

These terms and conditions are expressly governed by French law.

The present version is a translation of the French version in case of translation problems the French version takes precedence.

ALL DISPUTES RELATING TO THESE TERMS AND CONDITIONS OF SALE, INCLUDING THEIR VALIDITY, INTERPRETATION, EXECUTION, TERMINATION, CONSEQUENCES AND CONSEQUENCES THEREOF, SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE AIX-EN-PROVENCE COMMERCIAL COURT, NOTWITHSTANDING MULTIPLE DEFENDANTS OR WARRANTY CLAIMS.