GENERAL TERMS AND CONDITIONS OF SALE

Article 1 — General

ISOFIELD SAS, share capital €1,000, registered office 231 boulevard Jean Jaurès, 92100 Boulogne-Billancourt, Nanterre Trade and Companies Register No. 988 699 443, VAT FR40 988 699 443 ("ISOFIELD"), operating under the ISOCOVER brand, is the sole seller and contracting party. These terms apply exclusively to orders placed by a business customer (the "Customer") for ISOFIELD products, studies, design, custom manufacturing, prototypes, POCs or services. Communicated before the order, they are accepted with the quotation or the order; only the version in force on that date applies, later amendments applying only to future orders. Failure to exercise a right does not constitute waiver; invalidity of one provision does not affect the others.

The accepted quotation, order confirmation and any specific contract constitute the special conditions and prevail over these terms in case of conflict. The Customer's purchasing terms or other documents amend these terms only if expressly accepted in writing by ISOFIELD. Catalogues, photographs, renderings, diagrams and illustrations are for information only unless expressly referenced. Quotations and technical documents supplied or referenced form part of the contract in the version applicable to the order; later amendments have no retroactive effect. ISOFIELD may subcontract all or part of performance remaining responsible for its obligations.

Article 2 — Quotations and orders

Unless otherwise stated, quotations are valid for 30 days. The Customer is responsible for the accuracy and completeness of dimensions, measurements, quantities, references, plans, specifications, files and items supplied or approved before ordering. The order becomes binding upon return of a signed quotation, explicit confirmation by email, or a purchase order (PO) identifying the ISOFIELD quotation with no unaccepted amendment. Oral or telephone agreement is insufficient. Electronic communications have evidential value; invoices are sent electronically.

For any product manufactured, cut, made or procured to the Customer's requirements, the Customer's approvals serve as the reference. Dimensions are subject to normal material and process tolerances, unless a particular dimension or tolerance has been expressly stated to be mandatory. Approval of a prototype, POC or pre-series constitutes acceptance of reasonably verifiable characteristics; any subsequent change may result in a new quotation, additional costs and a new lead time, and series production shall conform to the approved characteristics.

Any cancellation, suspension or amendment requires ISOFIELD's express written agreement. No automatic right of cancellation. A cancellation accepted before any commitment may be free of charge; once any study, procurement, material, cutting, manufacturing or service is committed, the related costs remain payable. An order already dispatched cannot be cancelled. No general contractual right of withdrawal is granted, subject to mandatory provisions that may apply to certain business customers.

Article 3 — Prices and payment

Unless otherwise stated, prices are in euros excluding taxes and delivery; any other currency must be stated in the quotation. The accepted price is firm, except for a change requested by the Customer or a subsequent written agreement. Prices may change for future orders. Quantities ordered remain payable even if unused, with no automatic right to return, exchange or credit note. VAT and taxes follow applicable regulations; any evidence of exemption or special regime must precede invoicing.

Unless otherwise agreed in writing, 100% of the order value, taxes and transport included, is payable upon order; no study, procurement, manufacturing or service starts before cleared funds are received. Any written exception creates no vested right. Any deferred payment is due on the date stated on the invoice, at most 30 days after issue unless otherwise agreed in writing in accordance with the law. Payment is deemed made when funds are actually credited to ISOFIELD's account.

Late payment automatically gives rise, without reminder, to penalties at the ECB's most recent refinancing operation rate plus 10 percentage points, using the rate in force on 1 January for the first half-year and 1 July for the second, plus fixed compensation of €40 for recovery costs; further compensation may be claimed on evidence of costs above €40. ISOFIELD may suspend orders, manufacturing that can still be suspended, dispatches and deliveries without such suspension being a delay attributable to it. After an unsuccessful formal notice, any unpaid instalment may render the balance of the orders concerned immediately payable.

Payment is exclusively by bank transfer; bank charges are borne by the Customer and ISOFIELD must receive the full amount due. Cheques are not accepted. No unilateral withholding, deduction or set-off is permitted without prior written agreement, subject to mandatory provisions. Until full payment of the price and ancillary amounts, ISOFIELD retains title to the goods; they must remain identifiable and may not be resold, transformed or incorporated in a way preventing enforcement of this retention of title, unless agreed in writing. Transfer of risk is independent of transfer of title. If a manifest risk of non-payment arises after deferred payment has been granted, ISOFIELD may require the balance and suspend performance until payment.

Article 4 — Delivery, transport and import

Lead times are indicative unless expressly confirmed in writing as firm. They run from receipt of the payment due and all necessary information, plans, specifications, files and approvals; any delay by the Customer postpones that start. A reasonable overrun of an indicative lead time does not give rise to penalty, compensation or termination, unless otherwise agreed or required by mandatory law. In the event of force majeure within the meaning of Article 1218 of the French Civil Code, affected obligations are suspended; if the impediment becomes permanent or performance impossible, French law applies.

Partial deliveries may be made unless otherwise agreed in writing. Additional transport cost of a split delivery decided by ISOFIELD is borne by ISOFIELD; a split requested by the Customer may be charged. Unless otherwise stated, transport and delivery are borne by the Customer. Collection is by appointment, after confirmation of availability, at 8 place Boulnois, 75017 Paris, France. Any postponement, unjustified refusal or failure to receive attributable to the Customer does not affect the Customer's obligation to pay or the agreed payment dates; actual storage, handling, return, re-delivery and re-dispatch costs may be charged to the Customer.

Any Incoterm must be expressly stated in the quotation or confirmation and is governed by the Incoterms® ICC in force on the contract date. Otherwise these terms apply. Unless otherwise provided, customs duties, import taxes, levies, customs-clearance costs and destination formalities are borne by the Customer. ISOFIELD provides the usual commercial documents; any specific certificate, legalisation, consular certification or special formality required remains at the Customer's cost, unless otherwise agreed in writing.

Risk transfers to the Customer when the goods are handed over to the carrier, whether selected by the Customer or arranged by ISOFIELD, unless expressly provided otherwise or under the applicable Incoterm; for collection, upon handover to the Customer or its representative. The Customer checks the packages, records any required reservations with the carrier and pursues claims in the required forms and time limits. Any transport anomaly must also be reported to ISOFIELD within 48 hours with photographs and relevant documents, without replacing those remedies.

Unless ISOFIELD agrees otherwise in writing, the Customer verifies the regulatory requirements at destination and for the project. ISOFIELD remains responsible for the compliance, classifications and certifications expressly stated contractually.

Article 5 — Installation, performance, conformity and warranties

ISOFIELD does not carry out fitting; it may put the Customer in contact with a third party contracting directly with the Customer, without being a party to that contract or responsible for its costs, lead times, terms or performance. It is not responsible for defects, damage or loss of performance resulting from fitting, installation, cutting, alteration or implementation that does not comply with the instructions or applicable rules.

ISOFIELD warrants conformity with the agreed characteristics. RF performance figures apply in the conditions and configurations stated in the technical documents. Overall site performance depends on configuration, continuity of treatment, fitting quality, RFID equipment and the RF environment; no overall performance result is guaranteed unless expressly agreed in writing.

Upon receipt and before fitting, cutting, alteration or use, the Customer checks condition, dimensions, quantities and references. Any apparent defect or detectable non-conformity must be reported in writing within 8 calendar days, with order/invoice reference, precise description, photographs and, where available, product identification. A sample is required only at ISOFIELD's request; the products must be kept in good condition, without alteration or destruction, pending examination. Latent defects not detectable on normal inspection remain subject to applicable statutory provisions.

Where a non-conformity attributable to ISOFIELD is recognised, it elects replacement, bringing the goods into conformity where possible, or a credit note; no cash refund is contractually provided, subject to mandatory provisions. It bears the direct costs of those measures and, where applicable, re-dispatch; removal, refitting, installation, labour or third-party costs require its prior written approval. Partial non-conformity does not affect compliant items. Any Customer error, including in dimensions, quantities, choices or approved information, makes any new manufacturing, adaptation or dispatch chargeable to the Customer.

The Customer benefits from statutory warranties, including for latent defects. No general commercial warranty of fixed duration is granted; any specific warranty must appear in the quotation or another contractual document. Excluded in particular are defects resulting from unsuitable use, failure to follow instructions, non-compliant implementation or an external cause.

Subject to mandatory provisions, ISOFIELD's total liability for an order is capped at the amount excluding tax actually paid for it. ISOFIELD is not liable for indirect loss, including loss of operating profit, revenue, margin, data or opportunity. These limits do not apply where prohibited by law, including gross negligence or wilful misconduct.

No return is accepted without prior written agreement. Any accepted return, within the period set by ISOFIELD, requires the product unused, not fitted, uncut, unaltered, complete, in its original packaging in good condition and fit for restocking or inspection. Return costs and risks are borne by the Customer except for a recognised non-conformity attributable to ISOFIELD. An unsolicited return creates no right; exchange or credit note terms are agreed in writing, with no contractual cash refund. Products manufactured, cut, made or procured specifically for the Customer are neither returnable nor exchangeable, except for a recognised non-conformity attributable to ISOFIELD.

Article 6 — Intellectual property and confidentiality

Studies, plans, diagrams, drawings, mock-ups, prototypes, visuals, methods, technical documents, files and content supplied by ISOFIELD remain its property or that of their owners. No intellectual-property rights are transferred without written agreement; use is limited to the needs of the order. The Customer warrants that it holds the necessary rights to any logo, plan, file, model, visual or content supplied and authorises ISOFIELD to use it for the order; any third-party claim directly resulting from material supplied without sufficient rights is borne by the Customer.

Each party protects technical, commercial or confidential information received from the other. Public information and disclosures necessary for performance or required by law or an authority are excluded. The obligation survives the commercial relationship for as long as the information remains objectively confidential.

Article 7 — Breach and notices

In the event of a serious breach by the Customer, ISOFIELD may, after formal notice and a reasonable period without the breach being remedied, suspend performance and then terminate the order, without prejudice to sums due and its right to damages. Any contractual notice, information request or claim to ISOFIELD must be sent to contact@isocover.fr or ISOFIELD SAS, 231 boulevard Jean Jaurès, 92100 Boulogne-Billancourt, France, unless different contact details are expressly stated in the relevant document.

Article 8 — Governing law, jurisdiction and language

These terms and the related orders are governed by French law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

WHERE ALL PARTIES HAVE CONTRACTED IN THE CAPACITY OF COMMERÇANTS WITHIN THE MEANING OF FRENCH LAW, ANY DISPUTE RELATING TO THE FORMATION, VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION OF THESE TERMS OR AN ORDER FALLS WITHIN THE EXCLUSIVE JURISDICTION OF THE TRIBUNAL DES ACTIVITÉS ÉCONOMIQUES DE NANTERRE, FRANCE, INCLUDING IN CASES INVOLVING MULTIPLE DEFENDANTS, THIRD-PARTY PROCEEDINGS OR URGENT PROCEEDINGS. IN ALL OTHER CASES, THE LEGALLY APPLICABLE RULES OF JURISDICTION APPLY.

These terms are drawn up in French and may be translated; in the event of a discrepancy in interpretation, the French version prevails.