

HEVATECH SAS

General Terms and Conditions of Sale (GTC) for the MAEVA Service Offering

Article 1. Definition of Work and Services

The work and services described in the MAEVA proposal made by HEVATECH, are intended to characterize waste heat sources within the Client's industrial facilities. This service includes measurements taken at the Client's site and sizing studies and must be the subject of a detailed program approved by both Parties.

Article 2. Application and Enforceability of These General Terms and Conditions

These General Terms and Conditions of Sale (the "GTC") shall apply, unless otherwise agreed in writing, to any contract, agreement, order and/or purchase order related to the provision of services (hereinafter the "Services") and/or the sale of goods (hereinafter the "Goods") within the scope of the MAEVA services offering by HEVATECH to a professional purchaser (hereinafter the "Client"), whether or not any reference to the GTC is made in such contract, agreement, order and/or purchase order or in the order confirmation. By placing an order or accepting a quotation in any manner whatsoever, the Client fully and unconditionally adheres to and accepts the GTC, which the Client acknowledges having read and understood in their entirety. Any purchasing conditions or standard terms and conditions of the Client or of any third party shall not apply, or form part of, any order placed by the Client with HEVATECH. Any information contained in brochures and price lists will not be binding on HEVATECH. HEVATECH may submit a technical and financial proposal to the Client, including these GTC and the Special Conditions, which shall prevail over the GTC in the event of any conflict, inconsistency, ambiguity and/or contradiction. No special terms not stipulated in the written proposal may be enforced against HEVATECH, unless prior written consent has been obtained.

Article 3. Order Process

Any quotation issued by HEVATECH shall be valid for 3 months from the date of its issuance, unless otherwise stated in the said quotation.

No proposal issued by HEVATECH is binding and no contract is entered into between HEVATECH and the Client until said proposal is fully accepted and confirmed in writing and without any change by the Client or the Client issues a written order which is in full compliance with said proposal and duly acknowledged and accepted in writing by HEVATECH. All orders must fully comply with HEVATECH's proposal and be signed by an authorized representative of the Client. The version of the GTC applicable to the order shall be the one in force at the time HEVATECH accepts the order. If HEVATECH fails to acknowledge receipt of an order, within a reasonable time period, such failure to acknowledge receipt will be deemed a rejection of the entire order.

Article 4. Price and Delivery Time

The prices and deadlines for the Services and/or Goods are set forth in the proposal or order, as the case may be, and must be adhered to, subject to the following conditions:

- The necessary information and materials related to the work have been provided in accordance with the agreed-upon deadlines.
- Any requests for additional information made by HEVATECH have been fulfilled within the specified timeframes.
- No changes have been made to the initial request.
- The defined schedules have not been modified by the Client or a third party responsible for monitoring, and no incidents have hindered the performance of the services.
- Unless otherwise agreed in the order, the time schedule for the performance of the Service and/or delivery of the Goods is only indicative and for reference and shall be deemed to be an estimate only. Any delay in the performance of the Services and/or the delivery of the Goods for any reason whatsoever shall not entitle the Client to terminate the Order, refuse the Service or claim damages, to the fullest extent permitted by the applicable law.

Article 5. Modification of Services

Any modification to the Services and/or the Goods after acceptance of the order must be made in writing and approved by both Parties. If additional work is required, it will result in an additional charge and an extended completion deadline. In the event of a change to an agreed-upon date for the performance of the services due to a cause attributable to the Client, compensation covering the costs incurred by HEVATECH may be invoiced.

Article 6. Invoicing and Payment

Services will be invoiced in accordance with the terms set forth in the order. Invoices will include, where applicable, the cost of additional work and the applicable VAT. Unless otherwise specified, invoices are payable by bank transfer within 30 days from the invoice date. In the event of late payment, in accordance with the Commercial Code, HEVATECH is entitled automatically, without any formalities or court intervention, to charge, from the first day of delay, interest on arrears at the rate of 10% above the base borrowing rate of the European Central Bank, as well as a flat-rate compensation fee of €40 for collection costs, shall be due. In addition and without prejudice to any other rights or remedies, HEVATECH shall be entitled to suspend the performance of the Services until full payment of the unpaid invoice.

Article 7. Intellectual Property and Use of Service Results

HEVATECH shall remain the sole and exclusive owner of all intellectual and industrial property rights of any nature, whether registered or unregistered, including (without limitation) copyrights and related rights, database rights, patents and rights in inventions, utility models, designs, trademarks, trade names, domain names, trade secrets, know-how and confidential information, and all information, materials, technology, know-how, software, source code, data, processes, methods and methodologies, tools, documentation, operating principles and inventions embodying or protected by such rights, in each case whether registered or unregistered, together with all applications for, renewals, extensions and rights of priority relating thereto, in any jurisdiction, which are incorporated in the Goods and/or the Services (as defined below) designed, manufactured, supplied and/or performed under the Order (the "Intellectual Property").

The Client expressly agrees not to, and shall ensure that its affiliates, employees, agents, subcontractors, or any third party acting on its behalf do not, directly or indirectly, disassemble, decompile, analyze, modify, or otherwise reverse-engineer any Goods, components, software, technical documentation, or any related intellectual property rights provided by HEVATECH.

The results of the reports characterizing waste heat sources and wells are the property of the Client. Sizing studies, technical recommendations, and cost estimates must not be disclosed to third parties without HEVATECH's specific consent.

Article 8. Safety Measures

HEVATECH shall comply with the safety rules applicable at the work site and to protect the confidentiality of information exchanged in connection with the service. The Client undertakes to provide the PPE ("Plan de Prévention des Entreprises") specific to its process.

Article 9. Confidentiality

For the purpose of this article, "Confidential Information" means any and all data and information provided, disclosed and/or communicated by HEVATECH to the Client within the framework of the order, regardless of the subject matter (technical, industrial, financial, commercial), the nature (know-how, methods, processes, technical and installation details), the medium (written or printed documents, digital recordings on any medium, samples, drawings, prototypes...) and the mode of transmission (written, oral, computer including electronic networks and/or messaging), including but limited to any information and data relating to the structure, organization, business, various internal policies, projects and personnel, the content of the Goods and/or Services as well as reports, letters, notes, quotations.

The Client shall keep the Confidential Information strictly confidential and shall not copy or disclose to a third party any Confidential Information received from HEVATECH, without its prior written consent.

The Confidential Information shall be disclosed to the Client for strictly internal use on a strict need-to-know basis to perform the Order only and on the condition that it shall not be disclosed to third parties in any manner whatsoever and shall not be used by the Client for any other purpose.

The obligations and restrictions set forth above shall not apply to Confidential Information which the Client can demonstrate:

- is or becomes generally available to the public otherwise than by reason of a breach of the order,
- is freely and lawfully acquired from a third party prior to its disclosure by HEVATECH provided that such third party was not bound by or subject to an obligation of confidentiality owed to HEVATECH in respect thereof,
- is required to be disclosed pursuant to a legal obligation or at the request of any judicial or regulatory authority empowered to require disclosure of the Confidential Information.

The confidentiality obligations stated herein shall apply during the performance of the order and shall survive the expiration or termination of the order, for any reason whatsoever, until said Confidential Information has become generally available to the public.

Article 10. Liability

HEVATECH undertakes to perform the Services with diligence and professionalism. Any and all HEVATECH obligations pursuant to the order are obligation of means ("obligation de moyen"). Except in cases of fraud, gross negligence, bodily injury or death, notwithstanding anything else to the contrary and subject to any mandatory provisions of applicable law, HEVATECH's total cumulative liability arising out of or in connection with the Goods and the Services, regardless of the legal basis invoked, shall be limited to the price of the order or 50.000€ whichever is lower. Subject to any mandatory provisions of applicable law, HEVATECH shall not be liable for any indirect or consequential loss or damage, including any loss of profit, loss of turnover, loss of revenue, loss of business, loss of opportunity, loss of production, loss of use, loss of anticipated savings, loss of goodwill, loss of reputation, or loss of data. The Client shall indemnify HEVATECH against any third-party claims regarding the use of the results of the Services.

Article 11. Force Majeure

In the event of force majeure within the meaning of article 1218 of the French civil code (such as, without limitation, strikes, wars, natural disasters, accidents, etc.), HEVATECH shall inform the Client of the difficulties encountered and shall not be liable for any failure or delay in performing its obligations under the order, and the performance of HEVATECH's obligations pursuant to the order shall be suspended for the duration of the event. Where the impediment is permanent or the resulting delay justifies it, the order shall be terminated in accordance with the applicable law.

Article 12. Damage to Entrusted Property and Insurance

HEVATECH disclaims all liability for damage occurring to property entrusted to it in connection with the services, except in the event of fault on its part. In the event of damage attributable to HEVATECH, liability shall be limited in accordance with the article 10 hereabove. As a condition to any compensation, the Client must declare to HEVATECH the value of the entrusted property upon delivery.

Article 13. Risk Prevention at Work Sites

The Client must inform HEVATECH of any potential risks associated with the equipment provided or related to the exposure of personnel (flammable liquids or gases, pressurized tanks, etc.). HEVATECH reserves the right to refuse to perform the services if a risk deemed too significant for the safety of persons and property is identified.

Article 14. Termination

In the event of a breach of any of its material obligations under the order by either Party, the other Party may terminate the order by written notice if such breach has not been wholly remedied within four (4) weeks after receipt of a formal notice of default requiring it to remedy.

Article 15. Claims

Any claim regarding the performance of services may be submitted in writing (by email or regular mail) to HEVATECH.

Article 16. Disputes

Any dispute between the Parties relating to the existence, validity, interpretation, performance, non-performance, duration and/or termination of the order, which the Parties could not resolve amicably, shall be submitted to the exclusive jurisdiction of the competent Courts where HEVATECH's headquarters are located. This clause shall apply even in the event of summary proceedings, incidental claims, or multiple defendants.

Article 17. Governing Law

Unless the Parties agree otherwise in the order, the order shall be governed by and interpreted in all respects in accordance with the laws of France, to the exclusion of (i) its conflict of laws rules and (ii) the United Nations Convention on Contracts for the International Sale of Equipment (Vienna, 1980) and any national laws implementing it.