



GENERAL TERMS AND CONDITIONS OF SALE (Rev. Mars 2026)

1. SCOPE AND ENFORCEABILITY

1.1. These General Terms and Conditions of Sale (the "**GTC**") shall apply without limitation to all sales of products, systems, equipment, spare parts, software or services (hereinafter the "**Product(s)**") entered into by SFE PROCESS SAS, a French corporation having its registered office at 107 Boulevard Tolstoï, Tomblaine (54510), France, registered with the Nancy Trade and Companies Register under No. 814 653 093 (hereinafter "**SFE Process**") with its professional customers (hereinafter the "**Buyer**" or the "**Buyers**").

Any contrary agreement entered into between the Parties or any provision appearing in the purchase order or in the Buyer's general terms and conditions of purchase shall be unenforceable against SFE Process, unless expressly accepted in writing by SFE Process.

1.2. The Buyer acknowledges having read, taken cognizance of and accepted these General Terms and Conditions of Sale (GTC). These GTC are systematically appended to each Offer or Order Confirmation issued by SFE Process. They are enforceable against the Buyer and deemed to be accepted in a firm and unequivocal manner by the sole signature of the Buyer affixed to the Offer, the Order Confirmation or any specific contract referring to these GTC.

No addition to or amendment of these GTC by the Buyer shall be binding upon SFE Process unless expressly agreed in writing by SFE Process.

1.3. In the event of any inconsistency between several documents, the following order of precedence shall apply: (1) the Order Confirmation of SFE Process and any special conditions thereof, (2) these GTC, (3) the technical Offer of SFE Process. Unless otherwise expressly agreed between the Parties, no other document may create obligations binding upon SFE Process.

1.4. If any provision of these GTC is declared null and void or unenforceable, the other clauses shall retain their full force and effect. The fact that one of the parties does not invoke, at any given time, any of the clauses hereof may not be construed as a waiver by that party of its right to invoke it at a later date.

1.5. The signature by the Buyer of the Order Confirmation, or the fact that the Buyer does not reject it within seven days from its receipt, shall be deemed to constitute the Buyer's acceptance of the contractual terms defined in these GTC and in the Order Confirmation.

2. FORMATION OF THE CONTRACT AND TECHNICAL FRAMEWORK

2.1. The contract shall only be formed after SFE Process has issued a written Order Confirmation. Any order submitted by the Buyer, even if accompanied by a deposit, shall not be binding upon SFE Process until such formal confirmation has been given.

2.2. Unless otherwise agreed in writing, the documents, catalogues, price lists and quotations of SFE Process are provided for information purposes only and may not be regarded as contractually binding upon SFE Process. The offers of SFE Process shall not bind SFE Process unless and until an Order Confirmation has been issued by SFE Process.

2.3. Any request by the Buyer to amend an order must first be accepted in writing by SFE Process. Any amendment to an order accepted by SFE Process shall give rise to an adjustment of the prices and delivery periods, which shall be communicated by SFE Process to the Buyer.

2.4. Where a Buyer submits a specification document, in particular a Statement of Work or User Requirement Specifications (URS), the supplies and services of SFE Process shall be strictly limited to the functionalities, performance levels and components expressly confirmed and priced in the Technical Offer of SFE Process.

In the event of any inconsistency, omission, or ambiguity between the Buyer's specification document and the SFE Process Offer, the provisions of the SFE Process Offer shall automatically prevail.

The Buyer acknowledges that the SFE Process Technical Offer constitutes the sole contractual reference for assessing the conformity of the Products upon acceptance.

2.5. The Buyer acknowledges that the detailed analysis of its technical requirements may lead SFE Process to identify additional needs or specific constraints that were not detected at the time of the initial offer. In such a case, SFE Process shall inform the Buyer of the necessary technical adjustments. Prior to any performance, such modifications shall give rise either to the issuance of a new purchase order or to an amendment to the initial purchase order, formalizing the change in the technical scope and in the price.

2.6 In the event that SFE Process is instructed by the Buyer to draft all or part of the specification documents

(URS, Specifications, etc.), this engineering service shall be invoiced separately and shall be governed by the following conditions:

- Validation by the Buyer: The document drafted by SFE Process shall be submitted for the Buyer's formal approval. Such approval releases SFE Process from liability with regard to the suitability of the document for the Buyer's final needs, the Buyer remaining the sole expert in respect of its raw materials and the definition of its industrial and production requirements.

- Independence of the phases: The task of drafting the specifications constitutes an intellectual service that is distinct and severable from the supply of the Products. The Buyer's acceptance of these specifications constitutes the starting point for the contractual scope of the subsequent supply offer.

- Limitation of liability: In case of error or omission in the drafting of the specifications, the liability of SFE Process shall be strictly limited to the amount invoiced for the drafting service, to the exclusion of any and all indirect damage or loss of profit related to future production.

3. PRICE – TERMS OF PAYMENT

3.1. Prices are understood to be net, exclusive of taxes and without any discount. Unless otherwise provided, transport, insurance, customs duties, storage, handling costs and any other taxes shall be borne exclusively by the Buyer. Any increase in such costs or taxes imposed after the Order Confirmation shall be fully re-invoiced to the Buyer.

3.2. The first installment shall be payable by the Buyer in cash upon receipt of the SFE Process invoice. The subsequent invoices shall be payable within thirty (30) days from their date of issue. In the event of insolvency proceedings or proven risks of non-payment, SFE Process reserves the right to require payment in full, in cash, prior to the start of manufacturing or shipment of the Products.

3.3. Any delay in payment shall automatically entail, without prior formal notice, the application of late-payment penalties equal to three (3) times the applicable statutory interest rate; the payment of a fixed indemnity of forty (40) euros for collection costs; and the immediate enforceability of all amounts remaining due by the Buyer, including those not yet fallen due.

3.4. In the event of non-payment, SFE Process may suspend the performance of all current orders and services (deliveries, after-sales service, spare parts), whether or not they are connected with the dispute, until full settlement has been made. Such suspension shall not constitute a wrongful termination and shall not give rise to

any right to compensation for the Buyer. SFE Process may also terminate the contract automatically, as of right, after a formal notice has remained without effect for a period of fifteen (15) days. In the event of late payment, the Buyer shall not be entitled to undertake any action whatsoever that could affect the Products. Payments received by SFE Process shall be allocated by priority to costs, then to interest, and lastly to the oldest invoices.

3.5. The Buyer is prohibited from suspending its payments or effecting any set-off on its own initiative, even in the event of a dispute or claim concerning the conformity of the Products.

3.6. If the Buyer designates a supplier that has not been approved by SFE Process, a fixed fee of EUR 1,000 excluding VAT per audit day shall be invoiced if SFE Process is required to audit such supplier, and the delivery period shall be extended by the time necessary for the audit and the approval of said non-approved supplier.

The prices are based on the initial specifications. Any request for a change in the quality or origin of the materials during performance may give rise to an adjustment of the sale price.

The costs relating to the destruction of materials or products not used, where such destruction is requested by the Buyer, shall be invoiced in addition.

4. TRANSFER OF RISK AND DELIVERY

4.1. Unless otherwise agreed between the Parties, delivery shall be carried out in accordance with Incoterms® FCA Tomblaine (France) – Incoterms® ICC 2020. The transfer of risk to the Buyer shall occur at the SFE Process plant, once the Products have been loaded by SFE Process onto the means of transport provided by the Buyer.

4.2. The Buyer shall bear sole responsibility for arranging transport and completing the import customs formalities. In accordance with the FCA Incoterm, SFE Process shall assume responsibility for carrying out the export customs formalities. However, in order to enable SFE Process to substantiate the VAT exemption applicable to export sales, the Buyer undertakes to provide SFE Process, as soon as reasonably practicable, with evidence of exit from the customs territory of the European Union, or any other supporting document required for such purpose. In the absence of production of such supporting documents, SFE Process reserves the right to invoice the Buyer for the amount of VAT at the rate in force, which shall become immediately due and payable.

4.3. By way of derogation from Articles 4.1 and 4.2, if a contrary agreement concluded between the Parties



provides for an Incoterm® implying that SFE Process organizes the transport, the Buyer undertakes to provide SFE Process, at least fifteen (15) calendar days prior to the scheduled availability date, with all information and documents required for shipment. Such information shall include, in particular, (a) precise marking and shipping instructions, (b) import certificates, (c) documents necessary for obtaining export licenses, and (d) confirmation of the opening of a compliant letter of credit (where applicable).

In the absence of receipt of these items within the prescribed time limits, or if their processing entails unforeseen costs or delays for SFE Process, the latter may, at its sole discretion and without prejudice to its other remedies, suspend shipment. All additional costs resulting from such delay (storage costs, demurrage, bank charges) shall be fully invoiced to the Buyer.

4.4. SFE Process shall store the Products free of charge for a period of ten (10) calendar days following their availability. Upon expiry of this period, or in the event of a postponement of delivery requested by the Buyer, storage shall be invoiced at a rate of €10 excl. VAT per day and per m² of area used. These storage costs, as well as the related risks, shall be entirely borne by the Buyer. SFE Process may invoice the Products as from their availability, as if they had been delivered.

4.5. Unless otherwise agreed between the Parties, delivery periods are provided for information purposes only. Any failure to comply with such periods may in no event justify cancellation of the order, refusal of the Products, or any claim by the Buyer for compensation or late-payment penalties.

4.6. In the event that a mandatory deadline has been expressly accepted in writing by SFE Process, any claim for compensation by the Buyer shall be subject to the limitations of liability set out in Article 11 of these GTC. Furthermore, no compensation shall be due if SFE Process has not been formally informed in writing, at the time of conclusion of the contract, of the exact nature of the potential losses and the quantified estimate of the damage which the Buyer may incur in the event of delay.

5. INSPECTION OF THE PRODUCTS, INSTALLATION AND COMMISSIONING

5.1 The Buyer shall carry out a full inspection of the Products upon Delivery in order to verify the absence of any defect in their packaging, their weight, their conformity and their quantity. Any apparent damage to the packaging of the Products or to the Products themselves, any non-conformity or discrepancy in quantity shall be recorded and promptly notified to SFE Process by e-mail. The Products shall be deemed automatically accepted

upon Delivery to the Buyer if the Buyer makes no written comment in this respect within three (3) days following Delivery and in any event before the Products are used or processed by the Buyer. No claim shall be accepted by SFE Process in respect of any defect, shortfall, non-conformity, deficiency in quantity and/or the fact that the Products do not comply with the specific terms of the order, where a reasonable inspection could have revealed such issues but no inspection was carried out or the inspection was not carried out properly. Furthermore, no claim shall be accepted by SFE Process more than 12 months after Delivery of the Products. In the event of a claim by the Buyer, the Buyer shall allow SFE Process or its appointed representative to carry out an inspection of the Products.

5.2 Once per calendar year, the Buyer may, during normal business hours and subject to prior reasonable notice of at least 20 Business Days, have SFE Process undergo a compliance inspection and audit conducted by one or two employees or representatives, in order to ensure that SFE Process complies with its obligations. Such inspection and audit shall not unreasonably disrupt the activities of SFE Process and shall take place on days and at times agreed between the parties. The Buyer shall, however, NOT be entitled to conduct an audit of the financial statements and accounting records of SFE Process.

5.3. Unless expressly provided otherwise in the Offer, the installation and commissioning services are not included in the price. Where they are provided for, the Buyer shall ensure, prior to the arrival of SFE Process technicians, that the site is fully ready (foundations, electrical connections, utilities, ventilation, access, etc.) to receive the Products or services of SFE Process. Any delay or unnecessary travel by SFE Process and/or its partners or subcontractors resulting from insufficient preparation of the site by the Buyer (or its subcontractors) shall be invoiced to the Buyer at the rates in force.

5.4 The Buyer shall be responsible for the use of the Products delivered by SFE Process by duly trained and sufficiently qualified personnel. SFE Process offers specific training modules. SFE Process disclaims all liability for damage (material or bodily) resulting from the use of the delivered Products by personnel who have not received training certified by SFE Process and/or who do not possess the required qualifications and competencies.

6. WARRANTIES

6.1. SFE Process only warrants the conformity of the Products delivered with the specifications described in the Order Confirmation. SFE Process gives no other warranty, whether express or implied, in particular as regards fitness for a particular purpose or for a specific



industrial process of the Buyer. In particular, SFE Process does not assume any undertaking and gives no warranty of performance or productivity with respect to the Products delivered, such performance depending directly on the quality and intrinsic characteristics of the raw materials or products of the Buyer to be processed, as well as on the skills of the Buyer's personnel. In any event, the warranty of SFE Process is limited to a period of 12 months as from Delivery. It covers, at the option of SFE Process, the repair or replacement of parts acknowledged as defective by its technical departments.

6.2. The warranty is strictly excluded in the following cases:

- Normal wear and tear of parts (seals, filters, consumables, etc.);
- Negligence, lack of supervision or lack of maintenance of the Products by the Buyer (e.g. failure to comply with the repair and/or maintenance manual);
- Use of the products that does not comply with the technical requirements of SFE Process or under abnormal conditions (e.g. failure to comply with the user manual, failure to comply with operating parameters such as pressure or temperature, or use of unauthorized fluids or maintenance products);
- Use of spare parts or consumables not supplied or not approved by SFE Process;
- Modification, repair or dismantling of the equipment by the Buyer or by a third party without the prior written consent of SFE Process.

6.3. The Buyer shall bear sole responsibility for the accuracy of the information transmitted to SFE Process for the purpose of drawing up the technical specifications. The Buyer acknowledges that SFE Process's obligation of conformity shall be deemed fully discharged if the Products comply with the specifications set out in the Order Confirmation at the time of Delivery (or, at the latest, at the time of commissioning where such commissioning is carried out by SFE Process under the contract).

6.4. Any technical advice provided by SFE Process (whether orally, in writing, or during tests) is given for guidance purposes only and in good faith, without any undertaking as to the result. Such advice shall in no event release the Buyer from its obligation to verify and test the Products in order to ensure that they are suitable for the processing and uses it contemplates. The operation of the Products shall be carried out under the Buyer's exclusive responsibility and at the Buyer's sole risk.

7. MAINTENANCE SERVICES

7.1. Unless otherwise agreed between the Parties, the maintenance services are limited to the technical inspection and to the replacement of wear parts expressly listed in the offer. The Buyer undertakes to ensure that the

Products are accessible, clean, depressurized and at ambient temperature on the date agreed with SFE Process. Any delay in, or impossibility of, intervention by SFE Process resulting from the Buyer's failure to comply with these conditions shall give rise to the invoicing of waiting time and travel expenses at the rate in force.

7.2. Only the spare parts expressly listed in the maintenance offer are included. Any defective part identified during the intervention and not listed shall be the subject of an additional quotation from SFE Process and shall be replaced only after the Buyer's prior written consent. SFE Process cannot be held liable for delivery times of parts supplied by third-party suppliers.

7.3. The liability of SFE Process in respect of maintenance services is strictly limited to the annual amount invoiced for said service. Under no circumstances may SFE Process be held liable for indirect damage, such as loss of production, loss of operations, loss of raw materials (biomass, CO₂, extracts) or loss of profit resulting from a machine shutdown, whether scheduled or arising from a breakdown, even after an intervention.

7.4. The Buyer shall bear sole responsibility for the safety of the site at which the intervention takes place. The Buyer undertakes to inform SFE Process in advance of any specific risk (chemical, biological, etc.). SFE Process reserves the right to suspend any intervention with immediate effect if its technicians consider that the safety conditions are not met, without this giving rise to any compensation whatsoever for the Buyer.

7.5. For any maintenance contract with a term exceeding twelve (12) months, the prices shall be subject to annual adjustment on the anniversary date of the contract, in order to reflect variations in labor and raw material costs.

8. TRAINING SERVICES

8.1. SFE Process provides technical training services relating to the use and operation of its Products. The sole purpose of such training is to convey theoretical and practical know-how regarding the standard use of the Products delivered. Under no circumstances shall such training replace the qualifications, professional authorizations, or regulatory certifications that the Buyer's personnel must otherwise hold.

8.2. Unless otherwise agreed between the Parties, the training is provided for a specific duration and for a maximum number of participants as defined in the Offer. The Buyer is responsible for the prior skill level of its personnel. SFE Process reserves the right to refuse to train any participant whose initial qualification level appears insufficient to work on the Products in complete safety.



8.3. The training service provided by SFE Process constitutes an obligation of means. SFE Process may not be held liable for any damage caused to the Products, to third parties, or to the Buyer's personnel resulting from improper handling or from a misinterpretation of the instructions by the participants, even after the training. The Buyer remains solely responsible for supervising its personnel, for their qualification, and for the implementation of safety instructions on its site.

8.4. All training materials (documents, videos, diagrams, manuals) provided by SFE Process remain its exclusive intellectual property. These documents are provided to the Buyer for internal use only. The Buyer is therefore prohibited from distributing them to third parties or using them to train persons not employed by it, without the prior written consent of SFE Process.

8.5. Any request by the Buyer to postpone or cancel a training session must be made at least fifteen (15) calendar days before the scheduled date. Failing this, SFE Process shall invoice a lump-sum indemnity equal to 50% of the amount of the training, together with all travel expenses already incurred that are non-refundable.

9. R&D SERVICES, TESTS AND FEASIBILITY STUDIES

9.1. SFE Process offers R services, tests on raw materials and studies (in particular scale-up studies). These services are by nature experimental and, for SFE Process, constitute an obligation of means. SFE Process therefore does not warrant the achievement of any predefined result, in particular with regard to yield, purity or the final economic feasibility of the Buyer's industrial project. SFE Process will only make reasonable efforts in order to attempt to achieve the results expected by the Buyer, without its liability being capable of being incurred in the event of failure or lack of success.

9.2 The Buyer shall bear sole responsibility for the quality, origin, safety and regulatory compliance of the raw materials sent to SFE Process. The Buyer warrants that the products supplied do not present any unreported risk for the personnel or equipment of SFE Process. Any remaining materials and the extracts produced shall, at the discretion of SFE Process, either be returned to the Buyer or destroyed at the Buyer's expense.

9.3. The test reports and feasibility studies are provided for information purposes only, with regard to the specific conditions of the test. SFE Process cannot be held liable if the results obtained on a laboratory or pilot scale cannot be reproduced identically when transferred to an industrial scale.

9.4. Unless otherwise agreed between the Parties, the Buyer shall retain ownership of its pre-existing know-how

and of the materials supplied. SFE Process shall retain ownership of its pre-existing know-how, its working methods, extraction protocols and the inventions developed during the tests.

10. INTERVENTIONS ON EXISTING EQUIPMENT, MODERNIZATION AND RETROFIT

10.1. The services of upgrading, modification or addition of functionalities carried out on equipment already in service are governed by these provisions, to the exclusion of routine maintenance operations. These provisions apply both to supercritical fluid technologies and to any other type of equipment or industrial field in which SFE Process may be required to intervene. Where the assessment of needs is performed remotely, by remote maintenance or on the basis of data provided by the Buyer, SFE Process disclaims all liability in the event of technical incompatibility or design error resulting from inaccurate, incomplete or obsolete information.

10.2. It is the responsibility of the Buyer to ensure that the equipment entrusted is free from any charge or encumbrance and that it holds all rights (including sufficient intellectual property rights) to disclose information to SFE Process and to authorize its modification.

10.3. In the event that SFE Process operates at the Buyer's site in order to carry out a diagnosis or an installation, the Buyer undertakes to ensure secure access to the equipment and to inform SFE Process of any specific risk related to the working environment. SFE Process may not be held liable for delays or for the impossibility of performing its intervention resulting from a lack of preparation of the site or from the failure by the Buyer to provide the necessary utilities. The Buyer remains solely responsible for the general safety measures at its site and for the prior lockout and tagging of the machines in accordance with the regulations in force.

10.4. SFE Process shall be liable solely for the conformity of the components that it installs and for their assembly. For any work carried out on third-party equipment or falling within a technical field distinct from SFE Process's standard products, the Buyer shall be under an obligation to provide SFE Process with the complete technical file, the maintenance history and the design specifications of the machine. The Buyer acknowledges that such information constitutes the sole knowledge base on which SFE Process relies for its technical assessment. Consequently, SFE Process may not be held liable for failures, structural breakages or safety defects resulting from any omission, error or withholding of information by the Buyer concerning the original equipment.



10.5. The Buyer expressly acknowledges that any modification may result in the loss of the original CE certification as well as the termination of the warranty granted by the third-party manufacturer. Responsibility for the overall requalification of the machine, the updating of the risk analysis and of the technical safety file shall rest exclusively with the Buyer, unless a specific support assignment, invoiced for that purpose, has been agreed.

10.6. In the event that the equipment is shipped to the premises of SFE Process, outbound and return transport shall be carried out entirely at the sole risk of the Buyer. It is the Buyer's responsibility to take out all necessary insurance covering damage to its equipment during transport and during its stay on the premises of SFE Process. The Buyer shall bear sole responsibility for arranging transport and completing the customs formalities for temporary export and re-importation, including payment of all related duties and taxes. The Buyer undertakes to deliver the equipment in a perfectly clean condition, free from any residue of chemical, hazardous or contaminating products; failing this, SFE Process may refuse to accept delivery of the equipment or invoice the decontamination costs. SFE Process disclaims all liability for damage suffered by the equipment, except in the event of proven gross negligence, in which case its liability shall be strictly limited to the amount, excluding taxes, of the order for the modernization or modification services concerned.

10.6. If SFE Process is required to integrate parts or components supplied by the Buyer, it provides no warranty whatsoever in respect of such elements nor in respect of the consequences of their installation on the machine. SFE Process reserves the right to suspend any services and to invoice the costs incurred if the condition of the original machine presents hazards or latent defects not disclosed by the Buyer. Any invention, process improvement or know-how developed by SFE Process in the course of the intervention shall remain its exclusive property. The end of the intervention gives rise to a making-available which shall constitute unconditional acceptance of the equipment as is. Any subsequent claim relating to defects which could have been identified at the time of such acceptance is hereby formally excluded.

11. LIABILITY AND LIABILITY LIMITATIONS

11.1 SFE Process warrants that the Product delivered complies with the regulations referred to in the Order Confirmation. Any subsequent amendment to such regulations after the Buyer's order date shall not give rise to free-of-charge compliance. The Buyer, in its capacity as operator, shall bear sole responsibility for ensuring that the installation complies (fire regulations, gas detection, ATEX zones) and for carrying out the mandatory periodic inspections for pressure equipment. Failure to comply

with these obligations releases SFE Process from any liability in the event of an incident.

11.2 For research and development services, SFE Process is subject only to a best-efforts obligation. In view of the uncertain nature of such services, SFE Process does not warrant either technical success or compliance with indicative time limits, although it undertakes to act with the requisite professional competence.

11.3 The Products are intended exclusively for professional use. The Buyer shall bear sole responsibility for any regulatory and operational testing that it deems appropriate. The technical advice provided by SFE Process is given for information purposes only and shall neither give rise to any liability on its part nor release the Buyer from carrying out its own verifications. The Buyer shall indemnify and hold SFE Process harmless against any and all third-party claims (in particular those brought by its own customers or by participants in clinical trials) arising from or in connection with the use of the final products.

11.4. Hidden defects in the Products must be notified in writing by the Buyer as soon as they are discovered and, in any event, no later than within six (6) months following Delivery. In the event SFE Process acknowledges the presence of a defect, SFE Process may, at its discretion, repair or replace the Product, refund its price, or reduce the price thereof. In any event, the Buyer must act without delay in order to limit the extent of the damage; SFE Process shall not be required to compensate losses resulting from the Buyer's failure to limit its damages.

11.5. SFE Process may under no circumstances be held liable to the Buyer for non-material and/or indirect damage, such as, without limitation: indirect loss, loss of output and of business operations, loss of profits, revenues, income or data, punitive damages, commercial loss, loss of opportunity or harm to reputation or brand image. The Buyer waives, both on its own behalf and on behalf of its insurers, any and all claims and recourse against SFE Process in this respect.

11.6 Notwithstanding any provision to the contrary, the total aggregate liability of SFE Process, whether based on contract, tort or otherwise, is expressly capped and limited to the net amount, excluding taxes, actually paid by the Buyer to SFE Process for the relevant order.

12. RETENTION OF TITLE

12.1. SFE Process retains exclusive ownership of the Products until full payment of the price in principal, costs, and interest. Payment shall mean the effective and final collection of the sums by SFE Process. Until that date, the



Products shall be deemed to remain the property of SFE Process and the Buyer shall be regarded merely as their custodian.

12.2. If the Products are incorporated or processed by the Buyer, SFE Process shall retain ownership of the original Product or a co-ownership right in the whole, up to the value of the Products supplied. The Buyer undertakes to identify the Products as being the property of SFE Process and not to pledge them nor to transfer ownership thereof by way of security.

12.3. The Buyer is authorized to resell the Products in the course of its ordinary business activity, provided that it is not in payment default. In such event, it hereby assigns automatically to SFE Process the claim arising from the resale against the sub-purchaser. In case of doubt as to the Buyer's solvency, SFE Process may require the Buyer to disclose to it the names of its own customers and to inform them of the retention of title in order for SFE Process to obtain payment directly from them.

12.4. Notwithstanding the retention of title, the transfer of risk (loss, theft, deterioration) shall occur upon Delivery to the Buyer in accordance with the agreed Incoterm. The Buyer undertakes to store the Products in an identifiable manner and to ensure their proper maintenance, to take out an "all risks" insurance policy covering the Products for the benefit of SFE Process until full payment has been made, and to provide, upon first request from SFE Process, an insurance certificate and evidence of premium payment.

12.5. In the event of total or partial non-payment on the due date, SFE Process may, without prior formal notice and at the Buyer's expense, require the return of the Products or access to the Buyer's premises in order to recover them, without prejudice to any other legal action.

13. CONFIDENTIALITY

13.1 All written and oral information disclosed or made accessible by SFE Process to the Buyer, in particular that relating to concepts, ideas, strategies, processes, specifications, documents, plans, drawings, calculations and any sample, specimen, including technical know-how, intellectual property and all commercial, technical and legal information of SFE Process, including quotations and commercial offers of SFE Process ("**Information**") shall be treated as strictly confidential by the Buyer and shall not be disclosed to any third party without the prior written consent of SFE Process. In particular, the commercial offers of SFE Process, the concepts, drawings, plans and Information of SFE Process shall not be disclosed to third parties nor used by the Buyer for other projects or equipment. Such

Information shall be used by the Buyer exclusively for the performance of the relevant order and for no other project.

13.2. This confidentiality obligation of the Buyer shall remain in force throughout the entire duration of performance of the order in question and for at least ten (10) years after the date of disclosure to the Buyer.

13.3. The Buyer undertakes to comply in their entirety with the Information and intellectual property rights of SFE Process and declares being fully aware thereof.

14. INTELLECTUAL PROPERTY

14.1 SFE Process shall in all events remain the sole owner of its pre-existing intellectual property. Unless otherwise agreed between the parties, SFE Process shall retain full intellectual and industrial property rights over the studies, drawings, software, process diagrams (P) and technical documents communicated or supplied to the Buyer. The Buyer shall only hold a non-exclusive and non-transferable right to use the Products delivered by SFE Process, solely for the purposes of the operation, repair and maintenance of said Products. Consequently, the Buyer is prohibited from using the studies, drawings, software, process diagrams (P) and technical documents communicated or supplied by SFE Process in order to duplicate, copy or manufacture its own products, systems, skids or equipment (or have them manufactured by a third party).

14.2 The proprietary rights and copyrights in the concepts, samples, registered or unregistered trademarks, logos, and other documents and Information supplied or disclosed to the Buyer by SFE Process shall likewise remain the exclusive property of SFE Process. The Buyer shall not be entitled to affix its trade name(s) or its trademarks thereto. Such protected information may under no circumstances be disclosed by the Buyer to any third party without the prior written consent of SFE Process.

14.3 If SFE Process manufactures or modifies Products in accordance with plans, drawings, processes or instructions supplied by the Buyer, the latter warrants that it holds all rights, and in particular all necessary intellectual property rights.

Consequently, the Buyer shall bear exclusively all consequences (defense costs, damages, compensation) arising from any infringement action brought by a third party against SFE Process, and undertakes to indemnify and hold it fully harmless against any loss suffered in this respect.

14.4. The Buyer is strictly prohibited from carrying out any reverse engineering, decompilation, or copying of all or part of the components and software of the equipment,



under penalty of legal action and the immediate termination of all warranties.

14.5. SFE Process does not warrant to the Buyer that the use by the Buyer of the delivered Products does not infringe the rights of third parties, including in particular the intellectual property rights of third parties, and especially any process patents owned by such third parties.

15. FORCE MAJEURE

15.1. Neither Party may be held liable for any failure or delay in the performance of its contractual obligations where such failure results from an event constituting force majeure within the meaning of Article 1218 of the French Civil Code, that is to say, an event beyond the control of the Party concerned, which could not reasonably have been foreseen at the time of conclusion of the contract and the effects of which cannot be avoided by appropriate measures.

15.2. Events constituting force majeure shall notably include, without this list being limitative, natural disasters, weather events of an exceptional magnitude, major public health crises, epidemics, pandemics and their consequences, fires, explosions, internal or external strikes, lock-outs, riots, acts of war or terrorism, administrative restrictions, failure of or major disruption in supply that is beyond the control of the Parties, general shortages of raw materials or energy, significant disruptions of transport or of supply chains, equipment breakdowns, industrial accidents or material damage to production equipment.

15.3. The Party invoking an event of force majeure shall notify the other Party thereof as soon as possible by any written means allowing proof thereof to be retained, specifying the nature of the event, its foreseeable consequences on the performance of the contract, and the estimated duration of the impediment. The invoking Party shall also keep the other Party informed of developments in the situation and of the measures adopted to limit its effects.

15.4. The performance of the obligations of the Party affected by the event of force majeure shall be suspended for the entire duration of such event. SFE Process shall benefit from an additional reasonable period, at least equal to the duration of the event of force majeure, in order to resume its deliveries or services. If the impediment lasts for more than ninety (90) days, each Party may terminate the current order by written notice, without any compensation being due by either Party.

15.5. The Buyer may not invoke force majeure in order to suspend its payment obligation. In the event of force majeure preventing the Buyer from taking delivery of the

finished Products, SFE Process shall ensure storage at the Buyer's expense and risk. If the impediment lasts for more than thirty (30) days, SFE Process shall be entitled to invoice the Products and the Buyer shall be required to make payment in accordance with the initial due dates, notwithstanding its inability to take delivery.

16. HARDSHIP

16.1. If a change in circumstances that was unforeseeable at the time the contract was concluded (such as, but not limited to, a sudden increase of more than 15% in the cost of raw materials or energy, an amendment to customs duties, or a major disruption of supply chains) renders the performance of its obligations excessively onerous for SFE Process, SFE Process may request a renegotiation of the contract with the Buyer.

16.2. SFE Process shall notify the Buyer in writing of the occurrence of this event. The parties shall then have a period of thirty (30) calendar days to negotiate in good faith an adjustment of the conditions (price, delivery times or specifications) enabling the initial economic balance of the contract to be restored. During this period, the parties shall continue to perform their contractual obligations that are not directly affected by the change in circumstances.

16.3. In the event of the Buyer's refusal to renegotiate or of the failure of the discussions upon expiry of the thirty (30) day period, SFE Process shall be entitled, at its sole discretion, (i) to terminate the contract or the order subject to fifteen (15) days' prior notice, without compensation being due by either party; (ii) or to request the competent court to revise the contract or to terminate it.

17. CHANGES IN LEGISLATION AND/OR REGULATION

17.1 The Buyer acknowledges that the supply and/or manufacture of the Products by SFE Process may be subject to changes in laws and regulations that may entail additional costs for SFE Process. All such costs shall be borne by the Buyer after prior notice from SFE Process informing the Buyer of the change in regulations and of the additional costs arising therefrom.

17.2 If, due to new laws and/or new regulations, SFE Process is unable to fulfil an order or a contract, SFE Process and the Buyer shall use their best efforts, in good faith, to find a solution acceptable to both parties. If no agreement can be reached between the parties within a period of two (2) months from the commencement of their discussions, SFE Process may terminate the order and/or the contract with immediate effect by sending a notice to the Buyer. SFE Process shall not be liable for the consequences of such termination.

18. TERMINATION

18.1. In the event of non-performance by the Buyer of any of its essential obligations (in particular failure to make payment when due), SFE Process may, after a formal notice that has remained without effect for fifteen (15) days, lawfully terminate the current order or contract, without prejudice to any other damages. SFE Process shall invoice the Buyer for all costs incurred up to the date of termination, increased by the lost margin suffered.

18.2. SFE Process may terminate or suspend orders with immediate effect if objective circumstances (insolvency proceedings, court-ordered reorganisation, refusal of coverage by credit insurance, etc.) give rise to a concern that the Buyer will not be able to fulfil its obligations.

18.3. All orders are firm and final. If the Buyer requests the cancellation of an order in the absence of any agreement to the contrary concluded between the Parties, SFE Process may, at its discretion, either demand specific performance and full payment of the price, or accept the cancellation subject to the immediate payment (i) of the costs incurred (purchase of components, studies, labor) and (ii) of a lump-sum termination indemnity equal to 30% of the total amount of the order excluding VAT, by way of a penalty clause.

18.4. All commercial relations between SFE Process and the Buyer are governed by a principle of legal interdependence. Consequently, any breach by the Buyer under a given contract entitles SFE Process, by operation of law, to suspend all other orders or contracts in progress with said Buyer, without the latter being entitled to claim any indemnity whatsoever.

19. APPLICABLE LAW AND JURISDICTION

19.1. These GTC, as well as all disputes to which these terms and the agreements arising therefrom may give rise, concerning in particular their validity, interpretation, performance, termination, their consequences and their effects, are exclusively governed by French law. The parties expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Vienna Convention), as well as any conflict-of-laws rule that may result in the application of foreign law.

19.2. The parties undertake, prior to any legal proceedings, to seek an amicable settlement in the event of a dispute relating to the formation, validity, performance, termination or interpretation of the contract.

19.3. In the absence of an amicable settlement within a period of thirty (30) days from the date of written notification of its claim by one of the parties to the other, any dispute shall be submitted to the exclusive jurisdiction of the Commercial Court (*Tribunal des*

Activités Economiques) of Nancy, France, including in the event of multiple defendants, third-party proceedings, summary proceedings, emergency proceedings, or protective measures.

20. LANGUAGE OF THE CONTRACT AND TECHNICAL DOCUMENTS

20.1. These General Terms and Conditions of Sale and the technical documents (in particular user manuals, instructions, standard operating procedures, protocols, etc.) are drawn up in the French language. In the event that they are translated into one or more other languages, only the French version shall prevail in the event of a dispute.

20.2. In the event that the Buyer requests a translation into another language, the corresponding costs shall be borne exclusively by the Buyer. SFE Process may not be held liable for translation errors or for material or bodily damage resulting from any erroneous interpretation of the documentation translated by a third party or by SFE Process. The Buyer is under an obligation to have any translated documentation verified by duly qualified technical personnel prior to the commissioning of the Products. Compliance of the documentation with the requirements of the local authorities and regulatory bodies of the country of destination shall be the sole responsibility of the Buyer.

21. ASSIGNMENT – TRANSFER – SUBCONTRACTING

21.1. This contract is entered into in consideration of the person of the Buyer. Consequently, the Buyer may not assign or transfer to any third party, in any form whatsoever (including by way of merger, demerger or partial contribution of assets), all or part of its rights and obligations arising from an order or a contract, without the prior written consent of SFE Process.

21.2. Any assignment made in breach of this clause shall be deemed null and void and may result in the immediate termination of the contract at the exclusive fault of the Buyer.

21.3. SFE Process may freely subcontract all or part of the services, works or Products ordered from it by the Buyer, subject to supervising and remaining liable for its suppliers, partners and subcontractors.

22. CONTACT DETAILS

The contact details of SFE Process are: SFE Process SAS, 107 Boulevard Tolstoï, 54510 Tomblaine, France Registered with the Trade and Companies Register (RCS) of NANCY (France) under No. 814 653 093 Tel.: + 33 (0)6 13 90 17 54 / + 33 (0)6 71 32 95 17 E-mail: contact@sfe-process.com, Website: <https://sfe-process.com/fr>