

# General Terms and Conditions of Sale and Services

## 1. Subject of the contract

1.1. **Moteurs Marine Méditerranée** (hereafter the Company) sells equipment and spare parts to its clients (hereafter the Products) under manufacturers' brands, together with provision of services whether directly related or unrelated to the said Products.

1.2. These General Terms and Conditions apply to all services, of whatever nature, provided by the Company, together with all sales of products.

1.3. Except where otherwise stipulated in a written document and expressly agreed by the parties, these General Terms and Conditions take precedence over any other contractual clauses and, notably, the general terms and conditions of purchase of the Client. Any order placed by the Client implies acceptance of these General Terms and Conditions.

1.4. The Client's general terms and conditions will not be binding on the Company except where this is expressly agreed by the Company in the initial quote. These General Terms and Conditions may be amended by special conditions if accepted by both parties, even after the order has been placed.

## 2. Orders for products and services

2.1. Any order for Products or services must be addressed to the Company in writing (facsimile, electronic message or by post).

2.2. Every order for Products must specify the references of the Products ordered, together with the desired quantities. The Company will then notify the Client within 48 hours whether it is able to meet the order in whole or in part, together with the lead times for making the Products or services required available. If, prior to placing the order, the Client does not know the references and prices, it will send a request for quote to the Company. In response, the Company will send the Client a quote specifying the said references and prices, together with the estimated delivery lead times as a function of availability of the products. Any order placed on the basis of a quote and any order not cancelled on receipt of the acknowledgement of receipt sent by the Company specifying the availability of the Products and the delivery lead times, will be considered firm and definitive.

2.3. Supply of certain types of Products entails a prior study as a function of the data supplied by the Client, so that the Company, in liaison with the manufacturer of the equipment, can determine the most suitable type of equipment. It is the responsibility of the Client to specify in its order if it wishes the Company to intervene in helping it define the equipment most suited to its needs. In this case, the Company can only be held responsible within the limits of the technical information provided to it on placing of the order or, where applicable, at the request of the Company where it needs to obtain additional information. The Client's attention is therefore expressly drawn to the need to provide clear, accurate and truthful information and to collaborate actively in determining its needs, notably by supplying without delay and without any omission the answers to the questions asked.

2.4. For provision of services, the Client will send a request for services to the Company. The Company will, in return, specify the terms and conditions of this provision of services. The order will be considered firm and definitive insofar as the Client does not, without delay, indicate its refusal of the said services. For works carried out on board, access by the Company's teams to the vessel concerned implies firm and definitive acceptance of the conditions under which the service is provided. More generally, the obligation for the Client to provide clear, accurate and truthful information and to collaborate with the Company in determining its needs is applicable to any request for provision of services.

2.5. Any order sent after 6 pm will be deemed to have been received at 8 am the following day. Any order placed on a Saturday, Sunday or bank holiday will be deemed to have been received at 8 am on the next working day.

2.6. No order can be deemed to be accepted tacitly or implicitly by the Company. In the case where the order is preceded by a request for a quote, the quote will remain valid for the period indicated therein. Placing of an order by the Client within the period of validity of the quote will be considered as acceptance of the quote by the Client and the order will be deemed definitive as of the date of receipt of the order by the Company.

2.7. Any modification of the order must be sent to the Company in writing and will be regarded as an additional order.

2.8. Any cancellation of an order for provision of services can only be accepted by the Company if it is notified to it in writing no later than seventy-two (72) hours before the date of commencement of the services as indicated to the Client. No cancellation of an order of Products will be accepted by the Company once the order has become definitive, including orders for Products included in an order for provision of services, or that are essential to this provision of services. In the event of cancellation of an order for provision of services, the Client must pay any costs incurred in preparing for the mission (preparation of tooling, crating, cancellation of travel tickets) and, more generally, any of the expenses incurred with a view to executing the order.

2.9. The Company reserves the right to suspend its services in the event of discovery of asbestos on-board not notified to it when the order was placed. In the event of serious doubt as to the presence of any non-notified asbestos, the Company reserves the right to suspend the works in progress and have analyses carried out, which will be re-invoiced fully to the Client in the event that these analyses confirm the presence of asbestos. Any delays linked to these analyses and the asbestos-removal works may not in any circumstances be deemed the responsibility of the Company.

2.10. The Company also reserves the right to suspend its services or refuse to provide them despite a firm order in the event of occurrence of risks of war or the risk of physical danger or injury to Company personnel assigned to perform the services. In this event, the Client may not claim any indemnity for cancellation or suspension of the works and the Company cannot be held liable for such cancellation or suspension.

2.11. The Company is not required to verify the capacity and authority of the person signing the order, who is assumed to have all powers to represent and bind the Client.

2.12. Any order is issued in the name of the Client, which may not transfer the benefit of it except with the prior and optional agreement of the Company, which reserves complete freedom to accept or refuse any replacement of the Client by another entity.

## 3. Delivery lead times

3.1. Product delivery lead times are indicated as a function, in particular, of the lead times notified by the manufacturers, the availability of the Products in the Company's inventory or that of its suppliers, or the provisional lead times for shipping the Products. These lead times are given solely as an indication and may vary, notably due to Product production or transport variables. The lead times for start-up and completion of provision of services are also supplied as an indication and may be modified, notably as a function of the availability of the teams, which may, for instance be required to remain longer on a worksite presenting difficult conditions not initially foreseen, or in connection with the availability of the equipment required to carry out the services.

3.2. The Client undertakes to provide the Company with any information likely to have an impact on the Company's appreciation of lead times. The Company undertakes to rapidly inform the Client of any change in the lead times indicated as soon as this is brought to its attention. The Client will be solely responsible for the expenses, i.e. hotel expenses, cancellation of transport tickets, etc., that may be incurred due to an overrun in lead times for which the Company is not responsible.

3.3. Any failure by the Company to respect lead times may not in any case give rise to compensation of the Client, except in the event of serious and proven negligence on the part of the Company, or unless otherwise provided for in writing between the parties, notably in the Special Terms and Conditions, and where the Company has agreed to be bound by imperative lead times, being in possession of all the information provided by the Client required for giving an informed undertaking.

3.4. Furthermore, failure by the Company to respect lead times may result from bad weather, civil disturbances, fire, strikes or accidents, and in these cases, the Company may decide to rescind the contract without any penalty or compensation being payable.

## 4. Transport – delivery of products – conformity – acceptance

4.1. Delivery costs or costs related to transport, notably transport insurance, whatever the place from where the merchandise is shipped, together with customs and other fees and costs, are to be borne exclusively by the Client. Barring any express provision to the contrary, the transfer of risks to the Client will take place when the Products are made available to the carrier.

4.2. Delivery of equipment is understood as handover of the equipment, whether total or partial, in the Client's premises or in any place designated by the Client. It is the Client's responsibility to carry out an inspection on reception, concerning the integrity of the packaging and the conformity of the order with respect to the quantity of packages delivered. Any complaint concerning these points must be indicated by the Client to the Company by e-mail or facsimile no later than twenty-four (24) hours after the said handover, as indicated on the Delivery Voucher or any other document deemed to be authentic proof. No complaint made after this deadline will be taken into consideration. In the event of damage or missing packages, the Client must, in addition, provide all the necessary facts and confirm its reservations by way of extra-judicial instrument or registered letter with acknowledgement of receipt sent to the carrier no later than twenty-four (24) hours after reception of the Products. Furthermore, the Client must inspect the merchandise received and verify conformity of the delivery with respect to the quantities and references of all the products ordered, together with the integrity of packaging and the outside appearance of the Products. It must notify the Company by e-mail or facsimile of any missing element, defect or apparent damage to the equipment delivered no later than forty-eight (48) hours from reception of the said equipment, as attested by the carrier's delivery voucher. No complaint notified after this deadline will be taken into consideration by the Company. In the event of any defect, instance of non-conformity, damage or missing element being notified within the deadlines mentioned above, the Company undertakes to deliver the Products again within the best possible lead times, subject to prior return of the non-conforming or defective Products to the Company at the Client's expense. In some cases and at the Client's request, return of the Products may be waived and the products kept on site for inspection by the Company. In this event and assuming that the Products cannot be inspected by the Company's representatives, they will be invoiced to the Client.

4.3. Provision of services other than those carried out in the workshop give rise to signature by the Client of a reception of works document. Signature of the reception of works document by the Client is deemed to be definitive acceptance of the works, unless otherwise stipulated in the order or in the Special Terms and Conditions. The Client must ensure that the reception of works document is signed by an authorised person. Signature of this document by a representative of the Client will be deemed to have been performed by a person with the capacity to act for the Client and may not give rise to any later contestation.

## 5. Prices and financial conditions

5.1. The prices of the Products and services provided are determined for each order, either in the quote accepted by the Client or in the confirmation of order sent by the Company to the Client, or in the Special Terms and Conditions that may be annexed to the General Terms and Conditions. Nevertheless, the Client is expressly informed of the fact that the prices of certain products are imposed on the Company by its own suppliers and may be modified in the course of the year. In this case, the Company may be obliged to modify the prices of the said Products at any time up until the order becomes definitive. In the event of an unforeseen constraint, such as the presence of asbestos not notified in advance, the cost of asbestos-removal operations, where carried out by the Company or a subcontractor, will be added to the initial price agreed and will be borne fully by the Client.

5.2. Invoices are payable immediately on delivery, without any discount, except where otherwise expressly stipulated. Payments will be made exclusively in euros. The Company may charge the Client late-payment interest, after official notice to pay having remained without effect, corresponding to three times the legal interest rate as of the first day of late payment and up until the effective date of payment. Furthermore, in the event of failure to pay, even partial, the Company reserves the right to cancel any other order in progress and immediately demand payment of all sums due.

5.3. In the event of late payment of the sums due by the Client beyond the deadlines specified above and after the date of payment shown on the invoice sent to the Client, the late-payment penalties calculated as indicated above will automatically be owed to the Company without any further formality or prior notice to pay and will result in an immediate

obligation for the Client to pay all the sums due to the Service Provider, without prejudice to any other action that the Service Provider may be entitled to bring against the Client to this end.

5.4. In the event of failure to respect the payment terms indicated above, the Service Provider also reserves the right to suspend supply of the services ordered by the Client, even those in progress, and to suspend performance of its obligations, including any commercial discounts granted to the Client.

5.5. For any demand concerning exemption from VAT, it is the Client's responsibility to provide the Company, without delay, with all the necessary documents and proofs. In the event of the tax authorities disallowing exemption from VAT, the amount of adjusted VAT will be passed on to the Client, which remains liable to pay it.

5.6. Unless otherwise agreed, payment must be made, without setoff (and including additional costs), before or at purchase or at delivery of the sold goods. The company does not accept payment by credit card, but only payment by bank transfer, cheque and up to one thousand euros in cash. Payment terms will be seen as firm dates.

## 6. Retention of title

6.1. The Products delivered remain the property of the Company until full payment of the price by the Client, including the principal, interest and accessory costs. The Client may not therefore pledge the Products or use them in any way as a surety. The Client remains the exclusive custodian of the Products until full payment and must identify the Products covered by the retention of title separately in its inventory. The Client must also take care to insure the Products covered by this retention of title in order to guarantee payment to the benefit of the Company in the event of a loss.

6.2. Furthermore, any spare part delivered installed or sold, even if already incorporated into a machine or a vessel, may be dismantled and recovered by the Company in the event of non-payment by the Client and will constitute a surety or preferential claim to the benefit of the Company or the subcontracting supplier concerned.

## 7. Warranty – Hidden defect – limitation of responsibility

7.1. New Products are covered by the manufacturer's warranty under the latter's specific conditions of warranty. These conditions may be consulted by the Client at the Company's head office at any time and will be recalled to the Client's attention at the latest on delivery of the quote. The point of departure of the warranty is the effective date of delivery to the Client. Application of the warranty is subordinated to return of the defective part to the Company at the Client's expense. In some cases and at the request of the Client, return of the Products may be waived and the Products kept on site for inspection by the Company or an agent acting for the manufacturer. In the event that the Products cannot be inspected by the Company's representative, they will be invoiced to the Client.

7.2. The Company guarantees the conformity of the services provided with respect to the order placed and guarantees that its services are provided in accordance with the current state of the art and the professional standards in force. For all services, unless otherwise explicitly specified, the warranty is limited to a period of six (6) months from the date of reception of the services. The Company's guarantee is expressly excluded in the event that the equipment on which it has intervened suffers a breakdown or damage due to normal wear and tear of parts or any use of parts other than for their intended purpose or not complying with the conditions of use. Re-use of equipment at the Client's request in the framework of provision of services does not give rise to any guarantee on the part of the Company and is done at the Client's sole risk. The Company's liability is expressly excluded except in the case of serious and proven fault.

7.3. Except where otherwise agreed, the Company's liability concerns only an obligation of means and is conditioned by the information and instructions received from the Client. The Company does not assume any guarantee or liability for works where it has not acted as Prime Contractor.

7.4. In any case, the Company's liability is limited solely to direct damage. Any indirect and intangible damage, such as loss of operation, loss of margin, impairment of image or any other damage, is expressly excluded from its liability, which, furthermore, is limited to the terms and conditions of our civil liability insurance.

7.5. The Company's liability as Service Provider (linked with the supply of parts) – As service provider, the Company guarantees the Client, in accordance with the legal provisions, against any non-conformity of the services and any hidden defect arising from a design flaw or flaw in realisation of the services provided making them unsuitable for the use for which they were intended, to the exclusion of any negligence or fault on the part of the Client, for a period of one year running from their provision to the Client. To enforce its rights, the Client must, under penalty of disqualification of any action related to the matter, inform the Service Provider, in writing, of the existence of such defects no later than two (2) months after they are brought to its attention. The Company will remedy or have remedied any services deemed defective, solely at its own expense. The Company's liability is, however, limited to the amount before taxes paid by the Client for the services provided.

7.6. Liability of the Company as supplier – This liability is limited to replacement or reimbursement of non-conforming products or products presenting a defect. No guarantee is provided in the event of faulty use, negligence or inadequate maintenance on the part of the Buyer, likewise for normal wear and tear of the asset or force majeure. To enforce its rights, the Buyer must, under penalty of disqualification of any action related to the matter, inform the Supplier, in writing, of the existence of such defects no later than two (2) months after their discovery. The Supplier will replace or cause to be replaced the products or parts under warranty that are deemed defective. This warranty also covers labour costs. Replacement of defective products or parts may not have the effect of extending the warranty period as set forth above.

7.7. It is the Client's responsibility to take out insurance cover relating to the risks and events not taken into account under any warranty provided by the Company.

## 8. Industrial property

All plans, diagrams, calculation notes and any other documents drafted by the Company in the framework of provision of services remain the exclusive property of the Company. These elements may be forwarded by the Company to the Client by any written or electronic means, for strictly internal use, and may not under any circumstances be transmitted by the Client to third parties or used for commercial purposes by the Client, in whatever form and for whatever reason.

## 9. Subcontracting

9.1. The Company may, under its sole responsibility, acquire certain Products from third parties or subcontract certain elements of the contract, it being specified that it bears sole responsibility with respect to the Client for compliance with the terms of the contract and any damage or loss that might be caused to the Client due to the intervention of or supplies provided by the said subcontractors.

9.2. If the Client were to fail to pay for the services or supplies invoiced and due to the Company, it would then bear the risk of a direct action for payment brought against it by the subcontractor, with no possible recourse for the Client against the Company in this respect. Notwithstanding this point, the Client would still be liable to pay to the Company the balances due on invoices part of which may have already been paid to the sub-contractor, by virtue of its direct action or exercise of a preferential right.

## 10. Force majeure

A party may not be held responsible for non-performance, omissions or delays occurring in the performance of any one of its obligations due to the action of the other party or the occurrence of a case of force majeure preventing access on-board. A strike organised by the Client's personnel may in no case constitute a case of force majeure. Force majeure suspends the obligations arising from the contract during the entire period of its existence. However, if the case of force majeure were to last for over three months, one or other of the parties may rescind the contract, which termination cannot be considered as a fault. Such cancellation must be notified by registered letter with acknowledgement of receipt and will take effect on the date of receipt of the said letter.

## 11. Early termination of relations

11.1. In the event of the Client's failure to meet its contractual obligations, the Company may send a notice to comply to remedy this failure within a reasonable interval, which may not in any case be less than ten (10) days or over thirty (30) days.

11.2. In the event that the Client has not remedied its failure to meet its obligations within the period notified, the Company may decide to terminate the contract in progress, automatically and without any need for advance notice or legal formality, by registered letter with acknowledgement of receipt or by any other means enabling proof of a definite date of receipt. The Contract will cease on the date of receipt of the said letter or, in the absence of such receipt, on the date on which the letter is first presented.

11.3. The possibility of terminating the Contract under the conditions stipulated in this article does not prejudice the Company's right to implement any procedure it may choose intended to enforce its rights and, notably, obtain compensation for its loss.

## 12. Miscellaneous clauses

12.1. Invalidity of any one of the obligations arising from the Contract, for whatever reason, will not affect the validity of the other obligations. The parties agree to negotiate any replacement clauses in good faith.

12.2. The titles and sub-titles figuring in these General Terms and Conditions and, more generally, in all the documents composing the contract, are included purely for reasons of convenience. It is expressly agreed between the parties that these titles and subtitles cannot in any case be used to interpret any provision or clause of the Contract.

The fact that a party may not insist on application of any provision or clause of the Contract or may tolerate non-performance of it, whether temporarily or permanently, cannot in any case be interpreted as a waiver to exercise the rights held by the said party in respect of the said Contract.

12.3. The fact that a party may tolerate non-performance or imperfect performance of the Contract or, more generally, tolerates any act, abstention or omission on the part of the other party that infringes the provisions of the Contract, cannot be deemed to confer any right on the party benefitting from such tolerance.

12.4. In the event of translation or use of a foreign language during the negotiations, and excepting any Special Terms and Conditions duly accepted, only the French version of the contractual documents will be binding on the parties and will be considered authentic in the event of a dispute.

## 13. Applicable law

These General Terms and Conditions, likewise any order or contract, are governed exclusively by French law.

## 14. Competent Court

Any dispute concerning the validity, performance, interpretation and cancellation of these General Terms and Conditions, their effects and consequences and, more generally, the Contract itself, will be placed before the courts having jurisdiction in the place where the Company's head office is located, i.e. the Courts in the jurisdiction of Marseille.

## 15. Privacy and personal data

15.1. Parties shall render their full cooperation in order to enable the other party to fulfil its obligations under the applicable relevant laws and regulations in respect of the protection of personal data.

15.2. In performing its obligations in the course of the agreement, the Company shall comply with any and all applicable relevant laws and regulations in respect of the protection of personal data relating to Client.

15.3. The Company shall process personal data relating to Client only on behalf of Client, in so far as required for the performance of its obligations under the agreement.

15.4. The Company shall implement appropriate technical and organizational measures to protect personal data relating to Client against unauthorized or unlawful processing.

15.5. If deemed necessary, the Pon Data Processing agreement shall be attached as Attachment to these Terms and conditions of sale by the Company and signed by Client.

**16. No Re-Export to Russia Clause – Urgent Adherence Required from Caterpillar Motoren**

16.1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

16.2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.3. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).

16.4. Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

- termination of this Agreement; and
- a penalty of 15% of the total value of this Agreement or price of the goods exported, whichever is higher.

16.5. The Buyer shall immediately inform the Seller about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.