

GENERAL TERMS AND CONDITIONS OF SALES AND SERVICE

These General Terms and Conditions define the conditions under which Galaxair (hereinafter referred to as "Galaxair") sells Products and/or Deliverables and/or invoices Services to its Customers. These terms and conditions apply notwithstanding any provisions to the contrary contained in the Customer's general conditions of purchase or in any other document issued by the Customer, unless otherwise agreed in writing between the parties.

ART. 1 : DEFINITIONS

For the purposes of these General Terms and Conditions and the agreements to which they apply:

- The term "Customer" refers to any person or entity ordering Products and/or Services from Galaxair;
- The term "Deliverable" refers to the product resulting of the Service provided to the Customer by Galaxair;
- The term «Documentation» refers to all documents, including manuals and information provided by Galaxair to the Customer concerning the Products and/or Deliverables.
- The term "Galaxair" refers to the company Galaxair that invoices the Services or sale of Products and/or Deliverables to the Customer;
- The term "Order" refers to the Purchase Order modified or not, and accepted, by Galaxair in writing;
- The term "Product" refers to any product supplied to the Customer by Galaxair;
- The term "Purchase Order" refers to any document used by the Customer to order Products and/or Deliverables and/or Services from Galaxair. Purchase Order submission implies the acceptance of these General Terms and Conditions;
- The term "Service" refers to any service provided to the Customer by Galaxair, including custom manufacturing and installation of Deliverables;
- The term «Specifications» refers to the document provided by the Customer to Galaxair or jointly drafted with Galaxair, expressing the Customer's requirements for the performance of the Services.

These terms have the same meaning in both the singular and plural forms.

ART. 2 : ORDERS

Purchase Orders must be sent to Galaxair by fax, email, post or electronic data exchange.

Purchase Orders submitted by the Customer are only binding once they have been confirmed by Galaxair in writing.

Once confirmed by Galaxair, each Order is considered firm and definitive and may not be cancelled, modified or postponed without Galaxair's written consent. Any Service not specified in the Order shall be subject to an additional quotation. Any cancellation of an Order shall result in the invoicing of the deposit amount as specified in article 4.1 hereof, as well as any costs incurred by Galaxair on the date of cancellation for the performance of the Services or the sale of the Products and/or Deliverables.

Galaxair may not be held liable for any shortcomings, mistakes or other errors in the Customer's statements.

No modification of the Specifications by the Customer for the performance of the Services may be considered accepted without Galaxair's express prior written consent.

The Customer may only transfer the rights and obligations arising from an Order to a third party if said third party has accepted the provisions of these General Terms and Conditions and if the Customer has obtained Galaxair's express consent.

The Customer acknowledges to have checked the suitability of the Products and/or Deliverables to its needs. In case of doubt or need of information, the Customer undertakes to inform Galaxair in order to obtain all necessary information on the Products and/or Deliverables so the Customer can order them well informed.

ART. 3 : INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary, all processes and techniques, as well as all knowledge and intellectual property rights implemented, developed or improved by Galaxair in the context of Service performance and/or Product and/or Deliverable distribution and manufacture, remain its property or that of its suppliers.

The Customer shall refrain from reverse engineering, analysing the Product or Deliverables, or directly or indirectly allowing or causing the analysis of all or part of the Products or Deliverables.

The Customer grants Galaxair and, where applicable, its subcontractors, a free, non-exclusive and non-transferable licence to use the intellectual property rights held by the Customer for the performance of the Services on behalf of the Customer, and where applicable in relation to the Specifications.

ART. 4 : PRICES – PAYMENT TERMS

Subject to article 4.1, any Orders for Service(s) and/or Product(s) will be payable net and without discount within thirty (30) days of the invoice date, unless otherwise agreed upon in writing by the parties.

Galaxair reserves the right (i) to suspend or cease its Service and/or Product delivery, and/or (ii) to require payment in advance of any Order, including any other order, in the event of non-payment of any instalment or deterioration in the Customer's credit insurance cover.

The Customer may not grant any security interest on unpaid Products or Deliverables or transfer ownership thereof as collateral. Notwithstanding any resale, transformation, incorporation or use of the Products and/or Deliverables by the Customer, Galaxair shall remain the owner of the Products and/or Deliverables until full payment of the agreed price.

Risks related to the Products and/or Deliverables are transferred to the Customer upon delivery according to the agreed Incoterm. If delivery is postponed at the request of the Customer, or for any other reason beyond Galaxair's control, risks related to the Products and/or Deliverables will be transferred to the Customer on the initially scheduled delivery date.

4.1 PRICES

The price indicated on the Order is considered to be the price that Galaxair and the Customer have agreed upon. Any schedule changes not attributable to Galaxair may be subject to a price revision.

A non-refundable deposit may be requested from the Customer to guarantee the execution of the Order. The amount of the deposit shall be determined in the relevant Order or, failing that, shall amount to fifty per cent (50%) of the price of the Product, as agreed between the parties. The deposit shall be payable immediately upon receipt of the corresponding invoice and the final payment for the relevant Order shall be due upon delivery of the Products.

The manufacture of the Deliverables ordered shall only start upon receipt of the deposit payment by Galaxair, at which point the delivery period for the aforementioned Deliverables shall subsequently start.

Unless otherwise stated on the invoices issued by Galaxair, no Customer discount will be granted for early payment of all or part of the sums due.

Prices are net and exclusive of tax.

Unless the parties agree to an Incoterm within the framework of a special contract that derogates from these General Terms and Conditions, any tax, bank charges, customs duties or other charges payable pursuant to regulatory provisions will be borne by the Customer.

If the company is placed under safeguard or receivership proceedings, deliveries will be paid, at Galaxair's discretion, in cash or in advance, in accordance with applicable legal provisions.

4.2 LATE OR NON-PAYMENT

Any sum not paid as of the due date:

- renders all amounts owned to Galaxair immediately payable, including those that are not yet due;
- authorises Galaxair to suspend Service performance and/or Product and/or Deliverable delivery;
- authorises Galaxair to recover Products and/or that have not been paid for;
- results in the application of an interest rate equal to the main refinancing rate in force of the European Central Bank in force at the due date mentioned on the invoice, plus ten (10) percentage points.

Galaxair will invoice the Customer for recovery costs pertaining to all or part of the sums due, it being understood that the minimum recovery fee is forty (40) euros for each invoice.

ART. 5 : COMPLETION OF PREPARATORY WORK

The Customer shall carry out, at its own expense, all work, modifications, adaptations, etc. (the «Preparatory Work») necessary to enable the delivery and installation of the Deliverables and the performance of the Services within the time limits agreed with Galaxair.

Galaxair shall in no event be liable for any non-compliance of the Deliverables or Services resulting from defects in the Preparatory Work and may refuse to perform the Services.

Galaxair shall not be held liable for any subsequent delay in the performance of the Services and/or delivery of the Deliverables.

ART. 6 : DELIVERY

6.1 TERMS AND CONDITIONS – TRANSPORT

The Products and/or Deliverables will be delivered to the place indicated in the Order. In the absence of such indications, the Products and/or Deliverables will be delivered FCA (Incoterms ICC 2020).

6.2 DELIVERY TIMES

Delivery of the Products and/or Deliverables will, in principle, be made within the time period indicated in the Purchase Order confirmation.

Galaxair shall do its utmost to respect delivery times. Nonetheless, delivery times are solely given as an indication. Therefore, late deliveries do not justify order cancellation nor may they give rise to damages. Delivery dates may be postponed due to execution difficulties, an order change accepted by Galaxair, a shortage of raw materials, transport constraints or other reasons. The Customer will be informed of any delays as soon as possible. Compliance with the indicated delivery time is, in any event, subject to faultless cooperation between the parties. In this respect, the Customer agrees to provide Galaxair with all necessary Order-related information.

In the event of Services to be carried out at the Customer's premises, the latter must ensure that Galaxair's representative can have access to said premises on the date and at the time indicated by Galaxair.

In the event of a Product and/or Deliverable delivery delay due to the Customer, Galaxair is authorised to invoice the Customer for costs related to the storage of said Products and/or Deliverables at a rate of five euros (5€) per square metre per day, for any additional transport costs, plus for travel costs despite the fact that the Service did not take place.

6.3 CONFORMITY

The Customer must check the qualitative and quantitative conformity of the Products and/or Deliverables as soon as they are received.

Upon delivery of the Deliverables, the Customer shall ensure that the Deliverable complies with the Documentation and the Specifications and shall sign the approval report (procès verbal de réception), if applicable. In the event of non-compliance, the Customer shall make the appropriate reservations. Depending on the nature of these reservations, the Customer may refuse to accept the Deliverable. Minor reservations shall not result in the refusal to accept the Deliverable nor justify any delay in payment whatsoever.

Should any Products and/or Deliverables be damaged and/or missing, the Customer must list its reservations and identify the damaged and/or missing Products and/or Deliverables, as well as their quantities, on the carrier's waybill and in the presence of the carrier. The Customer must also send, by registered letter with acknowledgement of receipt, confirmation of its reservations to the carrier as well as to Galaxair within three (3) working days of receipt of said Products and/or Deliverables.

Claims for nonconformities that were not discovered within the time limit stipulated above, despite careful examination, must be made in writing and must reach Galaxair within fifteen (15) working days of the discovery of said non-conformities and, in any event, no later than thirty (30) days after the Customer has received the Products and/or Deliverables concerned.

It being understood that any claims made after the acceptance of the Products and/or Deliverables or once the Customer has resold the Products and/or Deliverables, or has transformed or treated them in any way, are null and void.

If no complaint has been made by the Customer within the deadlines indicated above, this will be considered as an absolute and unconditional waiver of its right.

If the Customer can prove that the Products and/or Deliverables do not comply with the Specifications, Galaxair may, at its discretion, replace the non-compliant Products and/or Deliverables at its own expense or refund the price paid by the Customer for said Products/ Deliverables.

ART. 7 : WARRANTY

Subject to the below mentioned limits, the conformity of the Products and/or Deliverables with the Specifications and/or the Documentation is warranted during one (1) month starting from the date of delivery of the Products and/or the acceptance of the Products, subject to any other duration indicated in the offer, contractual document or any other document provided by Galaxair.

Galaxair makes no express or implied warranty as to their potential market value, performance or fitness for a particular purpose. The Customer acknowledges that Galaxair cannot foresee all the conditions under which Products and/or Deliverables may be used. Consequently, it is the Customer's responsibility, prior to any use, to carry out its own sampling tests to determine the safety and suitability of the Products and/or Deliverables in relation to its needs. Likewise, it is the Customer's responsibility to ensure that use of the Products and/or Deliverables for a given purpose, whether alone or in combination with other products complies with the expected needs of the Customer. Galaxair shall not be liable for any claim of the Customer on the Products and/or Deliverables, in case the Customer did not carry out the aforementioned tests. Likewise, it is the Customer's responsibility to ensure that use of the Products and/or Deliverables for a given purpose, whether alone or in combination with other products, is not likely to infringe any pre-existing intellectual property rights. All information communicated by Galaxair is given without any explicit or implicit guarantees.

The Customer undertakes to guarantee and hold harmless Galaxair against any third parties' or its own insurers' direct and indirect claims related to the fulfilment of our obligations arising from this Purchase Order or any Order resulting therefrom, and which contravenes the conditions and limitation of responsibility of this clause. The Customer guarantees Galaxair against all the consequences arising from infringement proceedings concerning the use of data or drawings that it transmitted.

The parties expressly agree to exclude any legal warranty, such as the guarantee of latent defects and the guarantee of defective products if the applicable law permit it.

The warranty ceases to be valid automatically:

- In the event of a damage resulting from improper storage conditions, poor maintenance or lack of maintenance or lack of inspection or incorrect installation made by the Customer or a third party, and in general resulting from any handling that does not conform to the contractual Specifications or to the standard practice of the profession;
- For the defects resulting, either in whole or in part, from normal wear and tear of the Product, from the deteriorations or accidents attributable to the Customer or to a third party;
- For the defects or non-conformities which have not been subject to an express reclamation by the Customer upon the delivery of the Product according to the dispositions of article 5.3;
- In the event of any acts or changes on the Products and/or Deliverables by the Customer or a third party;
- Reassignment or rearrangement of the destination of the Products and/or Deliverables;
- In the event of a force majeure event ;
- In the event of any non-payment, even partial.

ART. 8 : LIABILITY

The liability of Galaxair is limited for whatever cause, except for the personal injury and gross negligence, to material and direct damages. In any way, the liability of Galaxair is limited to the amount of the Order for the supply of the Products and/or Deliverables or to twice the amount of the Services performed by Galaxair. The liability of Galaxair shall in no way cover consequential, incidental, special, punitive and indirect damages, including, without being limited, loss of business, loss of profits, loss of opportunity, commercial loss, revenue shortfall, claims from third parties etc.

The Customer acknowledges that it is solely responsible for the proper functioning of the networks supplying the Deliverables and for the provision of consumables as recommended in the Documentation. Galaxair shall not be liable in any way when Customer fails to do so.

Galaxair is not responsible for any information provided by the Customer which is incorrect or is protected by a third party's intellectual property right. The Customer remains responsible regarding the result it seeks and for any omission in the information it gives.

In the event that Galaxair or one of its officers, employees or agents is subject to a summons, a court order, or any other request from a state authority or a court of law in the context of legal proceedings against the Customer, the latter shall indemnify and reimburse Galaxair for all costs and expenses, including but not limited to reasonable legal fees and court costs, incurred by Galaxair and/or one of its officers, employees or agents in connection therewith.

ART. 9 : INFORMATION

The Customer acknowledges that it is aware of the potential risks of Products and/or Deliverables use and that it is responsible for ensuring that its employees—as well as any other persons coming into contact with the Products and/or Deliverables are informed of these risks. The Customer acknowledges having received the Products (and/or Deliverables if applicable) data safety sheets and agrees to distribute them to its employees as well

as any other persons potentially involved in Products and/or Deliverables use. Additional information is available from Galaxair upon request.

ART. 10 : SUBCONTRACTING

Unless otherwise stipulated in the Order, Galaxair may subcontract all or part of Service performance and Product and/or Deliverable manufacture and/or supply to a third party with comparable quality standards and bound by equivalent confidentiality rules.

ART. 11 : FORTUITOUS EVENTS AND FORCE MAJEURE

The following are contractually assimilated to force majeure and may constitute grounds for the termination or suspension of one of the parties' obligations: any event that the defaulting party could not reasonably have foreseen or controlled on the date hereof in view of the inevitable, unforeseeable and uncontrollable nature of the event in question, particularly government actions, war, terrorism, raw material shortages, failure on the part of the parties' suppliers or subcontractors, transport interruptions, shortages or social actions, viral contamination, epidemics, earthquakes, fire, explosions, flooding, strikes, lockouts, embargoes, fortuitous occurrences, and any other cause beyond the reasonable control of the defaulting party, provided that the party invoking the force majeure event has promptly informed the other party and has made reasonable commercial efforts to avoid or remedy said force majeure event and provided that neither party may be obliged to settle a disruption or industrial dispute. If the force majeure event persists ninety (90) days after notification, either party may terminate the Order by registered letter with acknowledgement of receipt or equivalent, and said termination will take effect immediately.

ART. 12 : PERSONAL DATA

In the course of the relationship subject to these General Terms and Conditions, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the "Data Subjects") of the other party (hereinafter referred to as "Personal Data"). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time period needed to achieve the above-mentioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation ("GDPR"). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to Galaxair at the following address: contactGDPR@galaxair.fr.

If the Supplier believes that its data protection rights have not been respected after contacting Galaxair, the Supplier may submit a complaint to the relevant control authority.

ART. 13 : COMPLIANCE – EXPORT CONTROL

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the Sapin II Law, the duty of due diligence, the *US Foreign Corrupt Practices Act of 1977*, and the *UK Bribery Act of 2010*.

When the Customer is not the end-user of the Products, the Customer undertakes to share with Galaxair all information regarding the end-user and to comply with any aforementioned international applicable regulations.

The Customer shall ensure that the markets, the end customers and/or the end use of the Product for which the Customer has requested Galaxair's services are not subject to any sanctions, including but not limited to, national, European, international (UN), American (OFAC) or any other applicable sanctions.

The acceptance of any order by Galaxair is subject to the «Know Your Customer» and export control processes, and the Customer must provide Galaxair with all necessary documentation, including but not limited to, the identification documents of its directors or end-user certificate. Galaxair reserves the right to refuse or cancel any order from the Customer in case of doubt regarding the Customer's identity.

ART. 14 : MISCELLANEOUS

Failure on the part of the Customer or Galaxair to exercise a right, on any occasion, does not imply a waiver of the exercise of that right on another occasion.

Except in the case of prior written opposition by the Customer, Galaxair is authorised to use the Customer's name in its commercial references, press releases and advertising leaflets, as well as on its website.

To the extent possible, these General Terms and Conditions will be interpreted in accordance with the law. If any of the clauses of these General Terms and Conditions are declared null and void by a final court decision, the nullity of this clause will not result in the nullity of these General Terms and Conditions: all other provisions will thus remain in force and the nullified clause be replaced by another clause, resulting in the same legal and economic consequences, by mutual agreement.

ART. 15 : JURISDICTION AND APPLICABLE LAW

These General Terms and Conditions are to be governed and interpreted in accordance with the law of France. Application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly included.

In the event of a dispute between Galaxair and the Customer arising from or pertaining to these General Terms and Conditions, the parties shall attempt to resolve their disagreement by negotiation during a thirty (30) day period. In the absence of an amicable agreement, the dispute will be submitted to the exclusive jurisdiction of the registered office of Galaxair.

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GALAXAIR

5, rue Impériale – 28700 le Gué-de-Longroi
Tél. : +33 (0)2 37 24 95 35 – Fax : +33 (0)2 37 90 92 38

WWW.GALAXAIR.COM