

GENERAL CONDITIONS OF SALE FOR EXPORT Deliveries outside metropolitan France

Done in Lyon on 21/03/2022:

Article 1: Scope of Application and Modification of the General Conditions of Sale

The present general conditions express the entirety of the obligations of the parties. They constitute the sole basis of the commercial relationship between the parties and, in this sense, the buyer (hereinafter referred to as the Customer) is deemed to accept them without reservation.

The present general terms and conditions of sale prevail over any other document of the Client, and over any general terms and conditions of purchase, unless INHEXIS (hereinafter referred to as INHEXIS) has expressly agreed otherwise.

The present general terms and conditions of sale apply to all orders placed with INHEXIS, through its different commercial brands. INHEXIS reserves the right to adapt or modify at any time the present general sales conditions, which will be applied to each order on the day of the order.

Any other document than the present general terms and conditions of sale and in particular catalogues, leaflets, advertisements, notices are only informative and indicative, not contractual.

Article 2: Information and availability of products

The product offers are valid as long as they are visible on the INHEXIS commercial signs.

The products are offered within the limits of available stocks.

In case of unavailability of an ordered product, the Customer will be informed by e-mail. The cancellation of the order of this product and its possible reimbursement will then be carried out, the rest of the order remaining firm and definitive.

The products are described and presented with the greatest possible accuracy. However, INHEXIS cannot be held responsible for any errors or omissions in this presentation.

The photographs of the products are not contractual.

Article 3: Validation of orders

3.1 - Order form or quotation: Any order form or quotation signed by hand, followed by "good for agreement", and the name of the signatory, constitutes an irrevocable acceptance which can only be questioned within the limits provided for in the present general sales conditions.

The sale will also be considered firm and definitive after the commercial invoice has been sent to the Customer and the latter has opened the payment procedure with his bank (documentary remittance or documentary credit).

3.2 - Order by Internet: The Customer has the possibility to place its order online. In this case, any order form (purchase order) signed by the Customer (consumer or professional) by "double click" constitutes an irrevocable acceptance which can only be challenged within the limits provided for in these general terms of sale. The "double click" associated with the authentication and non-repudiation procedure and the protection of the integrity of messages constitutes an electronic signature. This electronic signature has the same value between the parties as a handwritten signature.

The sale will be considered firm and final after INHEXIS has sent the Customer confirmation of the acceptance of the order by e-mail and after INHEXIS has received the full price.

3.3 - Cancellation of the order by INHEXIS: An order can always be cancelled by INHEXIS in the following cases

- In case of failure of the Customer to pay the price of the order within the time limit,
- abnormal demand from the Customer,
- insolvency of the Customer,
- fraudulent payment,
- lack of total or partial payment of a previous order

3.4 - Framework budget: A framework budget is not a quotation or an order form. Only a document bearing the mention "QUOTATION" can commit the Client and INHEXIS. After receiving the scoping budget signed by the Client, INHEXIS reserves the right to modify the amount of the final estimate, if after checking with the manufacturers, and for the proper functioning of the product(s), it proves important to do so.

3.5 - Framing budget with installation budget: A framing budget may include an approximate budget for the installation of the equipment. This global budget is given as an indication and cannot engage the responsibility of INHEXIS, even if it is signed by the final Client or the professional. Only the final estimate of the professional including the material and the installation will be valid. INHEXIS is in no way responsible for the work carried out by the professional, who remains the sole contact for the Client before, during and after the work carried out.

Article 4: Prices

INHEXIS reserves the right to modify its prices at any time but undertakes to apply the current prices indicated at the time of the order, if the order or quote does not exceed one month and subject to availability at that time.

Prices are quoted in euros, exclusive of tax, customs, transport and insurance costs, unless otherwise agreed with the Customer.

Article 5: Payment and Security Terms

Payment for orders is made:

By credit card: Payment is made on the secure bank servers of the PayPal company or the CM CIC bank. No banking information concerning the Customer passes through the INHEXIS servers. The payment by credit card is perfectly secured; the order will be registered and validated as soon as the payment appears on the bank account of INHEXIS. The credit card details are encrypted thanks to the SSL (Secure Socket Layer) protocol and are never transmitted unencrypted on the network.

By bank transfer: The order is immediately taken into account upon receipt of the transfer and its appearance on the bank account of INHEXIS.

By documentary remittance or documentary credit: The order is then immediately taken into account upon receipt of the confirmation from the different banking parties. The costs, which vary according to the country, will be borne entirely by the Client. Additional fees may be added as the file progresses.

Default of Payment: INHEXIS reserves the right to refuse to make a delivery or to honor an order from a Client who has not paid in full or in part for a previous order or with whom a payment dispute is being administered.

Any delay in payment will result in the immediate payment of all sums due to INHEXIS by the Client, without prejudice to any other action that INHEXIS may take against the Client. The Client will be liable to pay a late payment penalty equal to three times the legal interest rate without prior notice. The Client will also automatically owe INHEXIS a fixed indemnity for collection costs, the amount of which is set at 40 €.

Article 6: Retention of title and transfer of risks

6.1 - Retention of title: The products remain the property of INHEXIS until full payment of the order is received by INHEXIS.

6.2 - However, for deliveries in the European Union, the risks of the ordered products are transferred to the Customer as soon as the latter receives the delivered goods at his home or workplace, unless other specific provisions have been agreed with the Customer.

6.3 - For the delivery of goods to countries with customs formalities, such as Switzerland, Norway, Liechtenstein, Andorra, etc., the transfer of risks takes place in the country of destination of the goods. It is the Customer's responsibility to pay the duties and taxes related to the import of the products.

Article 7: Delivery terms and deadlines

7.1 - Terms: The products are delivered to the delivery address indicated by the Customer during the ordering process.

7.2 - Territories served: The countries to which the company can deliver are indicated at the time of order validation in the "Country" tab located in the "Delivery Address" column.

However, delivery is not possible to certain special territories attached to European Union countries such as the Canary Islands, the special territories of Ceuta and Melilla, the islands of Jersey and Guernsey etc. For the French DROM-COM, delivery is made on a case-by-case basis.

Delivery to countries subject to customs operations (Switzerland, Liechtenstein, Andorra, Norway) is possible for any type of shipment. For these countries, it is however not excluded that the customer pays additional costs requested by the carrier, in connection with the importation of the product on its territory or any other costs. INHEXIS is in no way responsible for the management of these fees, and it is the Customer's responsibility to pay them to the competent authorities.

7.3 - Shipping time: All the delivery times are calculated in working days and are average times that correspond to the processing time by INHEXIS internal services to place the order to the concerned manufacturer. In some cases, it may include the preparation and shipment of the order (from the warehouse). They start as soon as the payment of the order is validated. To this time, the delivery time of the carrier must be added. In the case of an order consisting of several products, the shipping time for this order is based on the longest shipping time. However, the manager reserves the right to split the order into several deliveries, with or without additional costs for the Client. In all cases, the delivery time is displayed and specified on the product sheet or the quote and can also be communicated to the Client by telephone or email. INHEXIS may also indicate an availability time to the Client when signing a quote for a project over several months with several products.

7.4 - Delivery time: The ordered product is delivered by the postal service or by a carrier, depending on the nature of the ordered product and the country of delivery to the address indicated on the order form. The delivery time is indicated from INHEXIS' warehouse. The choice of the delivery method depends on the weight, volume and value of the items, and on the partnerships made with the suppliers.

It is specified that the delivery times indicated or agreed with the Customer are purely indicative. Therefore, partial or delayed deliveries cannot in any case justify the cancellation of the order nor engage the responsibility of INHEXIS for any direct or indirect damage due to a delay or any failure in the delivery.

- Special case: If the seller and the buyer agree together to modify the delivery date of the products at the request of the buyer, the buyer is obliged to reimburse the seller for the costs related to the storage of the products at the seller's premises from the 14th day after the old delivery date. The cost of storage shall be EUR 20 plus VAT per square meter occupied by the products and per day of storage of these products at the seller's premises. For the avoidance of doubt, the provisions referred to in this point of the present General Terms and Conditions of Sale shall be applied to the agreement between the parties concerning the postponement of the delivery date of the products for reasons specific to the buyer.

7.5 - Unloading of goods: Delivery by charter requires the Customer to provide the equipment or the number of people necessary to unload the truck. It is reminded that the driver cannot drive the lift or help the Customer manually in his unloading operations. All data related to the products are mentioned in each product sheet of the manufacturer's catalogue, of each product. In addition, we will inform the Customer of the delivery terms and conditions, by email or during the telephone conversation for the validation of the order and the planning of the delivery date and day. Certain products such as external joinery, rainwater kits, fireplaces, DHW tanks, etc. require the use of suitable equipment for unloading which must be provided by the Customer. The Customer must be aware of the constraints related to the unloading of the ordered equipment and may not turn against INHEXIS for any reason whatsoever.

7.6 - Case of a partial delivery:

- The seller is authorized to carry out the delivery of a part of the products and the buyer is obliged to accept the delivery of this part of the products and to receive these products. The seller can demand payment for this part of the products received and the buyer is obliged to pay for this part of the products.

Article 8: Inspection of the products by the Customer - Complaints

8.1 - Regardless of the method of delivery of the products, the Customer is required to check the condition of the packaging as well as the contents of the package (damage, missing part, damaged package, broken part, etc.).

8.2 - In the event of a CONCERNED DAMAGE, the Customer must express clear reservations* on the delivery slip. *The words "subject to unpacking" do not constitute a qualified reservation and have NO LEGAL VALUE. It is therefore essential to describe precisely the condition of the packaging and/or the product. (e.g.: sounds of breakage, open parcel, damaged, torn, dented packaging... on the bottom right-hand corner, scratched, dented product, on the left-hand side...). The Customer must also confirm these reservations to the carrier by registered mail within 48 working hours of receiving the item(s), and send a copy of this letter to INHEXIS, 17 rue Général Brosset, 69140 Rillieux-la-Pape - France, clearly stating the references on the delivery note. Please note: The verification of the state of the product is considered to have been carried out as soon as the delivery note has been signed. Consequently, IN THE EVENT OF NON-COMPLIANCE WITH THE ABOVE INDICATIONS, NO CLAIM WILL BE ACCEPTED.

8.3 - In the event of a breakdown or malfunction, the Customer must notify INHEXIS of the receipt of a faulty product within 15 days of receipt of the parcel, under penalty of foreclosure, by registered letter with

acknowledgement of receipt. The Customer must describe in detail the problem encountered with the product. Some brands take charge of and manage the breakdown directly with the consumer. In this case, the contact details and procedures necessary to contact the brand will be provided by INHEXIS. The Customer will then have to make his request directly to the brand, which will proceed, after ascertaining the breakdown, to a standard exchange of the product. For other brands, INHEXIS customer service will generate a return agreement number. The product must be returned in its original packaging even if it has been opened. It must be accompanied by all its accessories (manuals, cords, remote controls, warranties...) with the order number and the Customer's complete contact information. Only products with a proven breakdown will be accepted. Otherwise, the product may be returned to the Customer, at the Customer's expense, or the return may be requalified under the appropriate reason.

8.4 - All product returns must be subject to a prior written agreement from INHEXIS. In this agreement, INHEXIS specifies who will be responsible for the return costs. Upon receipt of the agreement, the Customer has 15 days to return the product. After this period, the return will be refused.

After receipt and acceptance of the package by INHEXIS, depending on the nature of the complaint (case covered by article 8.2 or 8.3), the nature of the product, and available stocks, INHEXIS will offer either to repair the product, or to reship the product initially ordered or an exchange product with equivalent characteristics. In case of impossibility, INHEXIS will refund the amount already paid within 15 days following the acceptance of the return.

Please note: Upon receipt, INHEXIS will check the conformity of the returned product and the reason for return. If the returned product is not in conformity or if the return is made under a wrong reason, it will be refused and will be sent back to the Customer, at his expense. The Customer will then be informed by email.

8.5 - Special case: Returns for "error of reference composing a system"

In a set composed of several references making up a system, the Customer alone is responsible for its composition. A system requires the sizing and assembly of several technical references. The composition detailed on the quotation and the list of references delivered is the sole responsibility of the Client, regardless of the pre-sales history of the project. If a part number on the quotation is delivered as expected, but it does not fit together correctly with another part number, or it does not allow the system to function for any reason, then this is a "system part number error". In this case, the original part number ordered will not be returned, refunded or exchanged. The costs of supplying the appropriate reference will be borne by the Customer. The management of the return of the unsuitable reference, as well as the costs incurred, if the Customer does not wish to keep it, shall also be borne by the Customer. The order of this new reference can only be made by cash payment.

Article 9: Guarantees

9.1 - INHEXIS warranty

In case of apparent defect or non-conformity of the delivered product duly noticed by the Customer and reported according to the formalism described in article 8 above, INHEXIS commits itself to send back the product initially ordered, to repair or replace it, or, in case of impossibility, to proceed to the reimbursement of the amount already paid, excluding any compensation or damages.

The guarantee is excluded in the following cases:

1. Products that do not justify a proven breakdown after diagnosis of the breakdown by INHEXIS services
2. A breakdown or defective operation attributable to misuse of the product, negligence or carelessness on the part of the Client
3. Products that have been opened or dismantled
4. Damage, breakdowns, failures or defects attributable to external causes or force majeure
5. Adjustments accessible to the Customer without disassembling the device
6. Repairs and damage to the appliance after repairs have been carried out by anyone other than a repairer approved by the manufacturer
7. Damage due to corrosion, oxidation, incorrect connection or power supply problems
8. Damage due to a power supply problem. A power supply problem is not a power supply problem internal to the product, but external to it. For example, a connection to a faulty socket.
9. Products that are returned without a return agreement and do not meet the return conditions specified in the return agreement number e-mail.
10. If the warranty concerns products or parts manufactured by suppliers of INHEXIS, to which the normal warranty of the supplier is applicable (see below Manufacturer's Warranty).

9.2 - Manufacturer's warranty

When the product benefits from a manufacturer's warranty, it is indicated on the manufacturer's product sheet. In order to benefit from the product warranty, it is imperative to keep the purchase invoice for the product and to note the serial number of the appliance on the product. The manufacturer's warranty is generally two years. Depending on the brand, it may be for one year for parts and/or labor, with or without travel expenses to see the object of the intervention.

The cost of a technician's visit or the cost of sending the product to a technical station are at the Customer's expense. For products weighing more than 30 kg, the manufacturer's warranty is generally for 1 year for parts,

labor and travel costs will be charged to the Customer, as well as the cost of returning the product to validate the request.

Terms of application of the manufacturer's warranty: As soon as the breakdown is noticed, the Customer must "systematically" contact INHEXIS' customer service. It is essential to describe in writing the problem encountered in a document and to provide photos. The customer service will then indicate the steps to be taken. Depending on the brand and the product, the repair can be done on site or will require the sending of a new product to be installed by the Customer. Some manufacturers require the product to be received by the seller before being sent to the technical station. INHEXIS will then generate a return agreement number. In order to correctly process the request, it is important to include the order number and complete contact information. The shipping costs incurred by the Customer to send the product will remain at his expense and are not refundable. ATTENTION: Only products with a proven breakdown will be accepted.

Processing of the return: Once the breakdown has been established, the brand or INHEXIS will repair or exchange the product. According to the conditions defined by the manufacturer, following the reception and acceptance of the package by INHEXIS, INHEXIS will propose: an exchange or a repair; or a refund (with the application of a 5% depreciation per month of use). Each manufacturer having its own policy, it is requested to systematically go through INHEXIS services in order to give the right procedure to follow.

9.3 - Warranty of hidden defects: In application of articles 1641 and following of the civil code, the Customer also benefits from the legal warranty of hidden defects. Only products with a proven hidden defect may be returned on this basis. In accordance with this article, the Customer who declares that his product suffers from a hidden defect must provide proof of this. Thus, the Customer must request an expertise of the product from a mandated expert for the latter to certify the hidden defect. If the expertise confirms that there is a hidden defect, the authentic document must be sent to INHEXIS customer service as soon as possible. Upon receipt of the document, a return agreement number and the procedure to follow to return the product will be communicated by the customer service. The cost of returning the product will be charged to INHEXIS. The acceptance of the return will take place after the hidden defect has been established by INHEXIS. Once the return is accepted by INHEXIS, the product will be reimbursed at the purchase price. Subject to the existence of a hidden defect, INHEXIS may reimburse the Customer for the costs of the expert's report upon presentation of the invoice corresponding to these costs.

9.4 - Custom Manufacturing and Adjustment: In the case of an order for a custom manufactured product, the dimensions or technical data will always be the responsibility of the Customer, regardless of the pre-sales process. IT CANNOT BE RETURNED OR EXCHANGED for any reason whatsoever. The adjustments as well as the manufacturer's commissioning, necessary for the proper functioning of the product after installation, are the responsibility of the Customer. Some products, such as joinery for example, may require a second adjustment six months after installation. In this case, this adjustment is the responsibility of the Customer and cannot be considered as a product failure.

Article 10: Responsibilities

INHEXIS will not be held responsible for any indirect damage due to the present, in particular operating loss, loss of profits, loss of revenue, loss of contracts, loss of data that could occur during the execution of the order or the non-execution of the latter in whole or in part, due to INHEXIS.

In case of direct damage, the liability of INHEXIS is limited to the amount paid by the Client for the products and/or services in question. This excludes direct damages resulting from an event of force majeure or an act attributable to the Client, for which INHEXIS will not be liable.

In particular, the choice and purchase of a product or service are placed under the sole responsibility of the Customer, even for products related to a sanitary use. The sizing of a system and therefore the composition is the sole responsibility of the Customer. The total or partial impossibility to meet the Customer's heating needs, for example, or to use the products, notably due to incompatibility of the equipment, cannot give rise to any compensation, reimbursement or liability on the part of INHEXIS.

Article 11: Withdrawal

In accordance with article L. 221-18 and following of the French Consumer Code, the Customer who is a Consumer has a period of fourteen (14) working days to exercise his right of withdrawal from the date of delivery of the order. The Customer may return any item that does not suit him/her, in its original packaging and in good condition, suitable for re-marketing, and request an exchange or refund without penalty, with the exception of the return costs, which are to be paid by the Customer. ATTENTION: No retraction will be accepted if the returned product is unsuitable for re-marketing. Consequently: the product must be returned in perfect condition, in its original packaging, unopened, unsealed, undamaged and unmarked.... The product must be accompanied by all its accessories (manuals, cords, remote controls, guarantees, etc.). Failing this, the product

will be returned to the Customer, at his expense. In order to process the request correctly, it is necessary to quote the order number and full contact details.

Article 12: Force majeure

INHEXIS cannot be held responsible for a possible delay or failure in the execution of its obligations, if this delay or failure is due to a case of force majeure. This is the case for the following events, when they present the characteristics of force majeure, i.e., when they are both irresistible, unforeseeable and external to the parties. Without this list being restrictive, the following events constitute force majeure: explosions, fires, destruction of machines, factories and installations, natural disasters, acts of government authorities (refusal or withdrawal of licenses, etc.), war or any act of war, floods, riots, social conflicts...

In the event of an event of force majeure as defined above, INHEXIS shall immediately inform the Client in writing and the time limits for the execution of the contract shall be extended for a period corresponding to the duration of this event, without payment of damages or penalties for delay.

However, if the above-mentioned circumstances persist beyond a period of three months, either party shall be entitled to terminate the contract without payment of damages.

Article 13: Personal data and cookies

By placing an order, the Customer agrees that INHEXIS may store, process and use the data collected to process the order.

This automated data processing, in particular the management of e-mail addresses, has been declared. INHEXIS makes every effort to ensure the confidentiality and security of data transmitted on the site. For more information, please consult the Data Protection section.

Article 14: Applicable law

The law applicable to the relationship between the parties is French law.

The French law thus designated is intended to regulate only those questions not resolved by the present conditions.

Article 15: Settlement of disputes

For any dispute relating to this contract, the parties undertake to seek an amicable solution.

When the Client is a Consumer, he/she may have recourse to a mediator in order to resolve the dispute. For INHEXIS, the coordinates of this mediator will be given at the Client's request.

In the absence of an amicable settlement, the dispute arising from the present contract will be finally settled according to the following procedures:

- For intra-community deliveries (sales within the European Union) by the competent court of LYON (France)
- For exports (sales outside the European Union), according to the Rules of Arbitration of the Chamber of Mediation and Arbitration of Paris (France) - CMAP, by a single arbitrator appointed in accordance with these Rules.

Place of arbitration: Rillieux-la-Pape

Language of the arbitration: French

Article 16: Language

The language of drafting and interpretation of these general conditions is French. In case of contradiction in translation, only the French version shall be used as the basis for interpretation.

Article 17: Contact details of the company:

INHEXIS- Lacentrale-eco, represented by Mr Guillaume GUERBETTE
17 rue Général Brosset, 69140 Rillieux-la-Pape
RCS Lyon, SIRET: 508 333 184 000 28
Email : contact@lacentrale-eco.com (answer within 5 days)

Stamp / Name:
"Read and approved":
Date:
Signature: