GENERAL TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

The present general conditions are provided to the Client in order to enable it to place orders for Products and Service to baron engineering. In accordance with article L441-1 of the French Commercial Code, they constitute the sole basis of the commercial negotiation. They are attached to or referred to in every offer and are available at www.baron-engineering.com.
Consequently, the sole fact that the buyer places an order, by whatever means (including purchase order, electronic supplier portal or e-mail), shall constitute its full and complete adhesion, without reservation, to the present general conditions. baron engineering shall not be bound by any other document which it has provided, including any sales material or catalogues, which have only an illustrative value.
Any conditions provided by the buyer, including its general terms and conditions of purchase, which conflict with these conditions shall not be invocable against baron engineering except with the express acceptance of the latter, given in a document signed by its legal representative, regardless of when it has been brought to the knowledge of baron engineering and notwithstanding any clause of the buyer's conditions providing otherwise. Neither the acknowledgment of a purchase order, nor its acceptance on an electronic supplier portal, nor the performance, delivery or invoicing of an order shall constitute such acceptance.
baron engineering reserves the right to modify the present general conditions at any time. The applicable version is the one in force on the date of the offer or, failing an offer, on the date of the order.

Definitions
Company: baron engineering S.A.S. - a simplified joint-stock company (société par actions simplifiée) with a share capital of 5 000 € euros, registered with the Evry Trade and Companies Register under number 895079176, having its registered office at *4 impasse de la Gerbe 91370 Verrières-le-Buisson FRANCE*
Client: any legal entity or individual which orders a Product or a Service from baron engineering.
Product: any product manufactured at the request of the Client, as well as any Product displayed in baron engineering's catalogues or baron engineering's offers or quotations, including its documentation and, where applicable, any software embedded therein.
Service: any service, engineering work, or technical assistance provided directly or indirectly by baron engineering to the Client.
Offer: any offer or quotation issued by baron engineering.
Order: any purchase order of the Client accepted by baron engineering in accordance with article "Acceptance of purchase orders" hereof.

1. OFFERS

Any offer made by baron engineering is valid only for the period indicated in the offer or quotation or, failing such indication, for thirty (30) days. Availability of products on stock may vary and cannot be guaranteed unless specified otherwise in the offer or quotation. Offers, quotations, drawings, technical documents and know-how communicated by baron engineering remain its property and are confidential; they may not be disclosed to third parties or used for any purpose other than the evaluation of the offer.

2. ORDERS FOR PRODUCTS AND SERVICES

Acceptance of purchase orders: baron engineering shall be bound by orders for Products and Services only after it has definitely accepted such orders and confirmed such acceptance in writing. In the event that baron engineering either receives or requests a deposit as set forth in article "Down payment" hereof, the receipt of such deposit shall not confer acceptance of the order. In any event, baron engineering shall be bound by orders taken by its representatives and employees only when such orders have been definitively confirmed in writing. The acceptance of an order referring to terms different from the present general conditions does not imply acceptance of such terms, which remain subject to article "Special conditions" hereof.

Modification or cancellation of the order: no modification or cancellation of the Client's order made after final acceptance by baron engineering of the order will be effective without the agreement of baron engineering as to the conditions of such modification or cancellation. In any case, the deposit already paid by the Client shall be retained by baron engineering and not be returned to the Client; it shall be credited against the amounts set forth below. In the event of cancellation, the Client shall pay (i) the price of the Products completed and of the Services performed, (ii) the cost of work in progress, and (iii) the cost of components and materials purchased or ordered for the order which cannot be cancelled or returned, together with any cancellation charges of baron engineering's suppliers. Products manufactured or customized at the request of the Client cannot be cancelled once their manufacture has started.
baron engineering reserves the right to modify Products at any time, provided that such modifications do not adversely affect their essential characteristics, their form, fit and function or their certification. baron engineering does not have the obligation to modify the Products previously delivered or those in the process of being manufactured or delivered; baron engineering also reserves the right to modify its Product models without providing prior notice.

Errors in the taking of orders: baron engineering reserves the right to correct, without incurring any liability, all errors which may be made in the taking of orders.

3. DELIVERY-SHIPMENT OF PRODUCTS AND SERVICES

Address for shipping and for Service: Products are shipped to the address provided by the Client. Services are performed in baron engineering's office or at the location it chooses unless otherwise agreed between baron engineering and the Client.

Costs of delivery and of Service: all delivery charges, including costs relating to transport, customs, insurance, packaging, handling and hand delivery, shall be borne by the Client. Travel and accommodation costs incurred in the provision of Services shall also be borne by the Client.

Risks of transfer: all risks relating to the Products, particularly those of loss or of damage to the Products, shall be assumed by the Client as from the time of delivery from baron engineering's factory « Ex-works ». Unless otherwise agreed in the offer, Products are delivered EXW (Incoterms® 2020) at the premises of baron engineering or of its manufacturing subcontractor. Any other Incoterm® agreed in the offer or the order shall only govern the transfer of risks and the allocation of transport costs and shall not affect article "Reservation of title" hereof.

Dates and periods: the dates and periods provided by baron engineering for the delivery of Products and the execution of Services are purely indicative. baron engineering reserves the right to conduct both partial deliveries and Services. Failure to comply with such dates or periods shall not give rise to damages or penalties, nor to the withdrawal or cancellation of orders in progress. However, if a delay attributable to baron engineering exceeds twelve (12) weeks after receipt of a written notice from the Client, the Client may cancel the undelivered part of the order and obtain the refund of the deposit paid for that part, to the exclusion of any other indemnity. Penalties or liquidated damages for delay apply only if expressly accepted in writing by baron engineering; in that case, they constitute the sole remedy of the Client for delay and are capped at five per cent (5%) of the price (excluding VAT) of the delayed Products or Services. All such periods will automatically be postponed in the event of modifications in orders for either Products or Services, or if the Client fails to fulfil any of its obligations, in particular the payment of the deposit or the supply of information.

Force majeure: baron engineering shall not be held responsible for any non-performance or delay in execution of orders due to an event of force majeure within the meaning of article 1218 of the French Civil Code or to causes independent of its will. Such causes include, but are not limited to, acts of the Client, acts of God, fires, strikes, flooding, epidemics, quarantines, wars, delays in transport or travel, shortages in manpower, raw materials, or means of production, shortage, allocation or obsolescence of electronic components, failure or delay of a supplier or subcontractor resulting from such causes, cyber-attacks, changes in regulations, export or import restrictions and sanctions, or any other causes beyond the reasonable control of baron engineering. In case of delays due to any of these causes, the date of delivery or of Service shall be postponed without the Client being freed of any of its obligations. If such an event lasts more than three (3) months, either party may terminate the affected order by written notice, without indemnity, the Client remaining liable for the Products delivered, the Services performed and the costs set forth in article "Modification or cancellation of the order" hereof. baron engineering may not be held responsible for any damages suffered by the Client, whether losses of use or profit or other damages resulting directly or indirectly from delays in delivery.

Receipt of the order: the Client undertakes to take delivery as from the time that the Product is placed at its disposal and to assume all storage costs, as the case may be. Any delay in collecting the merchandise delivered shall result in payment of storage and handling costs, calculated according to the rates then in effect.

Non conformity: all complaints relating to apparent defects in the Product, to the non-conformity of the delivered Product, to the Product which was ordered or indicated on the bill of lading, or to the Service, should be made in writing within eight days of the arrival of said Product or the execution of said Service, unless otherwise explicitly stated in the offer sent by baron engineering. Failing such complaint within this period, the Products and Services are deemed accepted as regards apparent defects and conformity. In case of damage or missing items upon arrival, the Client shall also make precise reservations on the transport document and confirm them to the carrier by registered letter within three (3) days, in accordance with article L133-3 of the French Commercial Code, with a copy to baron engineering. It is the responsibility of the Client to provide all proof of the reality of alleged defects or anomalies. The Client should provide baron engineering with all means by which to certify the existence of these defects and to repair them, and shall abstain from itself effecting such repair or having third parties intervene for this purpose.

Returns: any return of Products must be formally agreed between baron engineering and the Client. Any Product returned without such an agreement shall be held at the disposal of the Client, at its costs, and shall not result in the establishment of a credit. The costs and risks of returns shall be the responsibility of the Client. No Products will be accepted for return after a period of 60 days following the date of delivery.
Any Products returned with agreement of baron engineering will result in a credit for the benefit of the buyer, after qualitative and quantitative verification of the Products returned. In case any apparent defects or non-conformity of the Products delivered is duly certified by baron engineering in accordance with the conditions set forth in article "Non conformity" hereof, the Client may obtain, subject to the choice of baron engineering, either free replacement or reimbursement of said Products, to the exclusion of payment of any indemnity or damage.
In case of a failure to execute the Service, duly certified by baron engineering in accordance with the conditions set forth in article "Non conformity" hereof, the Client may obtain, subject to the choice of baron engineering, either a new Service without charge or reimbursement of the first Service, to the exclusion of payment of any indemnity or damage.

Best effort: in case the offer or quotation stipulates that the Service includes some "research" or "R&D" or "study" or "evaluation" work, baron engineering cannot guarantee that the initial goals will be fully met, by nature of a research work or study. Only a best effort commitment will be ensured by baron engineering. More generally, Services are performed under an obligation of means (obligation de moyens). Deliverables of Services are deemed accepted if the Client has not notified detailed written reservations within fifteen (15) days of their delivery.

4. PRICE AND PAYMENT

Price structure: prices shall be agreed upon in accordance with the conditions stipulated in the offer, and shall be net excluding all present or future taxes or duties. Therefore, the price shall be increased by the amount of any present or future taxes or duties levied against baron engineering in the context of the sale and delivery of the products and the Service. Unless otherwise stated in the offer, prices are expressed in euros.
Unless indicated to the contrary, the cost of installing the Products shall not be included in the price quoted by baron engineering, such installation being at the costs and risks of the Client.

Prices in effect: the products are provided at the prices in effect at the time that the order is placed, it being understood that such prices may be modified and corrected by any formula for revision stipulated on the offer or quotation, as the case may be. The price for Services is dealt with on a case by case basis.

Methods of payment: unless agreed otherwise, payment will be made by bank transfer, all bank charges being borne by the Client. Payment for Products will be made at 30 days net from the invoice date. Payment for Services shall be made upon receipt of the invoice. When the duration of a Service exceeds one month, a partial invoice may be issued each month. Payment periods run from the invoice date, irrespective of the Client's internal approval, receipt or payment-run procedures. Invoices are issued in the form required by applicable law; registration on a supplier portal of the Client or compliance with its specific invoicing procedures shall not be a condition of payment, unless expressly accepted by baron engineering in the offer. The Client may not set off any amount, including penalties, against the amounts due to baron engineering without its prior written agreement.

Down payment: unless otherwise stated in the offer, any order for Products manufactured or customized at the request of the Client, and any order exceeding ten thousand (10,000) euros (excluding VAT), gives rise to a down payment of thirty per cent (30%) of its amount (excluding VAT), payable upon acceptance of the order. Production and delivery periods only start upon receipt of the down payment.

Late payment and default: any late payment shall result in, automatically and without a notice to pay being necessary, payment of late payment interest at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, in accordance with article L441-10 of the French Commercial Code, as well as a fixed indemnity for recovery costs of forty (40) euros per invoice (article D441-5 of the French Commercial Code). Such interest shall run from the day following the due date until the date of full payment. Further, baron engineering reserves the right to suspend or cancel all orders in the process of being made by the Client, and the sums due from other orders shall become immediately payable, if baron engineering chooses to cancel such orders. Moreover, in the event of a default in payment, the sale shall be automatically cancelled, if baron engineering deems this appropriate, eight (8) days after a notice to pay is not heeded. baron engineering may also, through legal means, request the return of its Products without prejudice to its right to damages or other compensation. Such decision shall affect not only the order being processed, but any prior unpaid orders, whether they have been delivered or are in the process of being delivered.
The Client shall reimburse baron engineering, upon justification, for all costs incurred pursuant to the recovery of amounts owing to it by the Client, including legal fees, to the extent they exceed the fixed indemnity set forth above.

Guarantee for payment: any deterioration in the Clients' credit may justify baron engineering's requiring guarantees or deposits before executing the orders received.

Retention money: any retention money, accepted by baron engineering with the placement of an order, shall be payable as from delivery of the Product or placement of it at the disposal of the Client. Such payment shall be made in exchange for presentation, by baron engineering to the Client, of a bank guarantee equal to the amount of the retention money and including a precise date of release. Such retention may not, under any circumstances, constitute a cash deduction.

5. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

The sale of Products or Services to Clients shall not result in the transfer of any industrial or intellectual property right held by baron engineering, including any right in the design, schematics, layouts, software (in source or object code), manufacturing files, test means and know-how relating to the Products, and in any improvement or development made by baron engineering, even at the request of the Client, during the performance of an order. baron engineering has no obligation to deliver such elements, unless they are expressly listed as deliverables and priced in the offer. The Client is granted a non-exclusive right to use the Products, and any software embedded therein in object code form, solely as part of the Products; it shall not copy, modify, reverse-engineer, decompile or have manufactured the Products. Any assignment of intellectual property rights in the results of a Service shall only take place if expressly provided for in the offer, within the limits set forth therein, and upon full payment of the price.

baron engineering may, without liability on its part, interrupt the delivery of any Products if, in its opinion, use of the Product could constitute an imitation or an unauthorized usage of any patent, authors' rights, trademark or secret of manufacturing or trading.
If, in the opinion of baron engineering, use of the Product is or would constitute grounds for a lawsuit, particularly for infringement, the Client shall authorize baron engineering, at the choice and costs of baron engineering, to (a) arrange for the Client to obtain the right to use the Product previously provided, (b) replace said Product with an equivalent Product which does not result in an infringement, (c) modify the Product in such a way that it ceases to constitute an infringement, yet remains equivalent, or (d) reimburse the purchase price of the Product (minus a reduction equal to depreciation from usage). This article states the entire liability of baron engineering with respect to the infringement of third-party rights.
baron engineering makes no warranty regarding patents, authors' rights, trademarks or secrets of manufacture for Products made according to the specifications of the Client or used by the Client conjointly with products not provided by baron engineering. In the event of a claim or proceeding regarding such Products, the Client undertakes to defend and indemnify baron engineering.

6. WARRANTY AND LIABILITY

Warranty: baron engineering warrants that, as from delivery date and for a maximum duration of 12 months, all products and software designed under a Service are free from design or manufacturing defects and conform to their datasheet or to the specifications agreed in the offer, without prejudice of the legal latent defects warranty whenever applicable.
The Client is solely responsible for the selection of the Products, their suitability for its application and the compliance of its installation with applicable rules, in particular, for Products intended for use in explosive atmospheres, the standards governing electrical installations in hazardous areas (such as IEC 60079-14) and the specific conditions of use stated in the applicable certificates.
Within the frame of the above warranty, baron engineering shall repair or replace, free of charge, all or part of whatever product may prove to be defective in either design and/or manufacture, provided baron engineering receives, from the Client, a full

description of said defects within 2 weeks of their emergence and in any event before the end of the warranty period. Repair, replacement or, if these are not reasonably possible, refund of the defective Product, at baron engineering's option, constitute the sole remedy of the Client under the warranty, to the exclusion of any other indemnity, in particular costs of removal, reinstallation or recall.
The Client authorizes baron engineering to proceed to all verifications before effecting or subcontracting either a repair or a possible replacement of the Product, whatever baron engineering choice may be.
All above operations can, at baron engineering discretion, be performed in the Client's premises or in premises especially chosen by baron engineering. Whatever the case, baron engineering is entitled to invoice the Client for all shipping costs incurred; in case products prove to be truly defective, baron engineering shall credit the Client of all shipping costs incurred.
A 90 days workmanship warranty will apply to all products either repaired or replaced by baron engineering, effective as from delivery date by baron engineering of said products to the Client.
However, baron engineering warranty is not applicable to products that have: suffered a more intensive use than provided for, been mishandled, not been used according to their purpose, not been installed, operated or maintained in accordance with baron engineering's instructions and the applicable certificates, been incorrectly installed by a third-party, suffered change(s), adaptation(s), modification(s), repair(s) other than effected or authorized by baron engineering.
The above is the sole product related warranty granted by baron engineering. The Client is not authorized to grant any tacit nor express warranty on behalf of baron engineering.

Liability: to the extent permitted by law, the total liability of baron engineering, for all causes combined and whatever the legal basis (contract, tort, warranty, indemnity or otherwise), is limited to the price (excluding VAT) actually paid by the Client for the Product or Service giving rise to the claim, and in any event to the amount (excluding VAT) of the order concerned. baron engineering shall in no event be liable for indirect or consequential damages, such as loss of profit, revenue, production, use, data, business or goodwill, damage to reputation, penalties or damages claimed by the Client's customers or other third parties, or recall, removal or reinstallation costs. These limitations do not apply in case of bodily injury, gross negligence (faute lourde) or wilful misconduct (faute dolosive) of baron engineering, nor to the extent they are prohibited by mandatory law. The parties acknowledge that the prices have been determined taking into account this allocation of risks. Any action against baron engineering shall be brought within one (1) year from the day the Client knew or should have known the facts giving rise to it, in accordance with article 2254 of the French Civil Code.
When installation instructions are provided by baron engineering, the client agrees to install the baron engineering Product per these instructions. He acknowledges that the final acceptance test has been performed on the baron engineering product.
The final acceptance test of the Product, once satisfactorily completed, constitutes acceptance of the Product as regards its conformity. baron engineering shall not be liable for damages related to the system integration of the Product by the Client or a third party, including incidental and consequential damages, subject to mandatory law.

7. RESERVATION OF TITLE
Notwithstanding the provisions of article "Risk of transfer" hereof, baron engineering shall retain full title of all Products until complete payment, even in the event of bankruptcy proceeding, such as judicial receivership or liquidation against the Client. baron engineering reserves the right to exercise of this clause relating to reservation of title, and the Client may not impose enforcement of such clause against baron engineering. The Client shall insure the Products against all risks as from their delivery.
In the event the Client does not respect any of the payment dates or the present clause on the reservation of title, baron engineering may proceed as is set forth in article "Late payment and default" hereof.
The Client shall ensure that identification of the merchandise is always possible. Merchandise in stock is presumed to be unpaid. All changes in the Product, by integration with new material or by transformation without the addition of materials, shall be deemed to be made for baron engineering and baron engineering shall be the co-owner of the Product, up to the amount of its initial value.
The Client may in no event, without the prior approval of baron engineering, resell the Product before having fully paid the agreed price. In case of resale, the Client hereby assigns to baron engineering the claims arising from such resale, up to the unpaid price.

8. CONTROL OF EXPORTS AND SANCTIONS
The Client warrants that the Products and/or Services provided by the Company will not be directly or indirectly sold, transferred, assigned, or used by or for:

- Any person, entity, or organization subject to sanctions as defined by the United States, the European Union, the United Kingdom, Switzerland, or the United Nations;
- Any end use prohibited by applicable regulations.

The Client is solely responsible for determining whether the products or services are subject to export restrictions and for obtaining all necessary authorizations, which must be provided to the Company upon request. baron engineering may suspend or terminate any order, without liability, if an export authorization is refused, suspended or revoked, or if performance would breach applicable sanctions or export control regulations.

The Client declares and warrants that, to the best of its knowledge, neither it nor any of its directors, officers, affiliates, or suppliers directly involved in the Product or Service is listed on any sanctions or restricted party list maintained by the United States, the European Union, the United Kingdom, Switzerland, or the United Nations.

The Client is responsible for obtaining all required export and/or re-export licenses of the Company's materials or parts incorporating these same materials. When the American Export Regulation ITAR ("International Traffic in Arms Regulations") or EAR ("Export Administration Regulations"), European Union and/or French Export Regulation on war materials and materials of dual purposes applies, the Client shall be bound:
- To fill-in in the required forms and in particular cerfa forms "certificate of end use" and/or "certificate of non re-exportation" n° 10919*01 which the Company may submit to the Client;
- Not to export or re-export to black listed countries;
- More generally, not ship, export, use the materials or parts in violation of applicable export laws, regulations or restrictions.

9. CONFIDENTIALITY

Each party shall keep confidential the technical, commercial and financial information of the other party received in connection with an offer or an order, and shall use it only for the purpose of such offer or order, during the performance of the order and for five (5) years thereafter. This obligation does not apply to information which is public, already lawfully known to the receiving party, independently developed by it, or which must be disclosed by law or by a court or authority. baron engineering may disclose such information, on a need-to-know basis and under confidentiality obligations, to its subcontractors, certification and notified bodies, insurers, banks, credit insurers, factoring companies and advisers.

Unless the Client objects in writing, baron engineering may mention the Client's name as a commercial reference.

10. APPLICABLE LAW AND JURISDICTION

Applicable law: all contracts, as well as any orders accepted by baron engineering, will be governed by French law regarding the formation, execution, interpretation and termination of said contracts and orders. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall apply to international sales of Products, French law governing all matters not settled by it.

Jurisdiction: any disputes arising out of the relations between baron engineering and the Client shall be within the exclusive jurisdiction of the Commercial Court of Evry - France (or any court succeeding it), regardless of the place of delivery of the Product or of the performance of the Services, the method of payment accepted, and even in case of multiple defendants or of summary or interim proceedings. However, where the Client is established outside the European Union and the States party to the Lugano Convention, any dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator; the seat of arbitration shall be Paris, France, and the language of arbitration shall be English. baron engineering may nevertheless bring an action for payment before the courts of the Client's domicile.

11. MISCELLANEOUS

Assignment: the Client shall not assign any of its obligations, nor any of its rights with respect to the present general conditions, without the previous approval of baron engineering.

Inoperative provision: if any provision whatsoever shall be removed or declared invalid, the validity of the other provisions will not be affected.

Modification: no modification hereto shall be effected without a written agreement signed by both parties.

Waiver: the fact that baron engineering does not, at a given moment, exercises any of the provisions of the present general conditions, shall not be interpreted as a subsequent waiver of the exercise of any of the said conditions.

Special conditions: while it is possible for baron engineering to negotiate special conditions with the Client which are different from the present general conditions no such special conditions may, without the formal written acceptance of baron engineering, prevail over the present general conditions.

Language: the present general conditions are drafted in English and in French. The French version applies to Clients established in France; the English version applies to all other Clients. Any translation into another language is provided for information only.