

## CESAAR-LAB : GENERAL TERMS & CONDITIONS

### 1. Scope of Application - Enforceability

The General Terms and Conditions of Sale (hereinafter referred to as « GTCS ») govern all contractual relation between CESAAR and its clients.

Any order placed with CESAAR implies the Client's full and unconditional acceptance of these GTCS and constitutes a waiver of the right to invoke the provisions of its own General Terms and Conditions of Purchase or any other clause contained in its commercial documents, of whatever nature, regardless of when such documents may have been brought to the attention of CESAAR.

These GTCS cancel and replace all previous versions of the General Terms and Conditions of Sale.

Any exemption from these GTCS must be expressly set out in writing and signed by a person duly authorized to represent CESAAR.

### 2. Orders - Formation of the Contract

The client's written acceptance, whether on paper, by fax, or by electronic means, of CESAAR's Quotation within its validity period shall constitute a firm Order and shall imply full and unconditional acceptance of these General Terms and Conditions.

The Quotation supplements and may, where applicable, derogate from these GTCS and, as such, constitutes the specific terms applicable to the relevant Contract. Any special condition agreed for a particular order shall not automatically apply to subsequent orders, each Quotation issued by CESAAR and accepted by the client forming a separate and independent contract.

The performance of the Analysis Service may only begin once CESAAR has received the sample(s) to be analyzed, together with all necessary information identified in the Quotation.

The benefit of the order is personal to the Client and may not be assigned to any third party without CESAAR's prior express consent.

The Client expressly authorizes CESAAR to subcontract the execution of all or part of the order to any party of its choosing.

Any additional service requested by the Client on samples already received by CESAAR shall give rise to the issuance of a new Quotation and shall be treated as new order, which may notably involve new indicative lead times and amendments to the GTCS.

Any logistical service involving the collection of the sample or sampling outside the laboratory must be paid in full, unless cancelled or modified by the Client at least 48 hours in advance for a collection, or 96 hours in advance for a sampling.

### 3. Prices and Payment Terms

In the case of goods being delivered, and unless otherwise stipulated in our Quotations, CESAAR's prices are exclusive of packaging and transport costs, which shall be invoiced separately, and exclusive of taxes.

Prices are established on the basis of the data provided by the Client and under normal conditions for performing the service.

For Analysis Services, CESAAR reserves the right to apply a price increase over the amounts indicated in the Quotation should a specific properties of the samples - unknown at the time the Quotation was issued - generate additional costs for the performance of the Service. Such an increase may likewise be applied if, during the execution of the Contract, new regulations or recommendations arise which must be implemented by CESAAR and which result in higher costs for the Service. Any price increase shall be accompanied by a detailed justification of its origin, as soon as the Company informs the Client thereof.

CESAAR reserves the right, within the Quotation, to request payment of a deposit from the Client upon acceptance, which may amount to up to 100% (one hundred per cent) of the price of the Analysis Service. In such cases, payment of the deposit shall be considered a condition for the validity of the order.

Applicable taxes are those in force on the date of invoicing.

Unless otherwise specified in our Quotations, payment must be made within thirty days from the invoice date, by cheque, bank transfer, or direct debit, to the payment address indicated on the invoice. Any other method of payment requires CESAAR's prior approval.

In the case of payment by direct debit, the Client undertakes to provide CESAAR with a bank identity statement (RIB). No discount shall be granted for early payment. The invoice shall be considered settled once the amount stated has been credited to CESAAR's bank account. Claims made by the Client shall in no way postpone the payment due date for the corresponding order.

In the event of a non-payment of all or part of the invoice by the due date, the amounts owed shall automatically and without prior formal notice bear late-payment interest calculated at the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percent, in accordance with Article L.441-10 of the French Commercial Code, and shall not be less than three times the legal interest rate. A fixed recovery indemnity of €40 (forty euros) shall also apply, without prejudice to CESAAR's right to suspend all pending orders and to seek reimbursement of all costs incurred in recovering the sums owed, whether amicably or through litigation, exceeding the aforementioned fixed indemnity.

Any dispute regarding an invoice must be notified to CESAAR by registered letter with acknowledgement of receipt within thirty (30) calendar days from the invoice date.

The Client may not offset any amounts owed to CESAAR for Analysis Services against sums that may be owed to the Client by Cesaar, on any basis or for any reason whatsoever, without CESAAR's prior written consent.

An Analysis Service shall be subject to a minimum charge of €50 (fifty euros) excluding VAT, even if the cost of the Service or product is lower.

Any re-issuance, at the Client's request, of an invoice, analysis report, or audit report may give rise to charge of €15 (fifteen euros) per document.

### 4. Supply of Samples

The samples provided by the Client must be in a condition that allows preparation for analysis without difficulty.

CESAAR may carry out a preliminary examination of the samples to verify their condition before performing the analysis. If this preliminary examination reveals that the analyses can only be carried out under conditions different from those initially envisaged in the Quotation - for example, if the samples are mixed with substances or foreign materials not disclosed by the Client, or if they are in a degraded state - CESAAR may lawfully terminate the contract and require payment for the Services already performed.

In the event of insufficient quality or quantity of the sample, CESAAR reserves the right to refuse to perform the service; the duly informed Client may then submit a new sample.

The Client shall ensure and guarantee that no sample poses a danger, including at the place of sampling, during transport, in the laboratory or elsewhere, to CESAAR's premises, equipment, staff and/or representatives.

The Client must ensure that the sample complies with all applicable laws and regulations, particularly concerning labelling and hazardous waste, and undertakes to systematically provide CESAAR, in writing and prior to the submission of the sample or the sampling operation, with all useful information relating to the safety and security of the samples, their transport and disposal. This includes any known and/or suspected characteristics of toxicity and/or contamination, flammability, explosion risk, and informing CESAAR of any risks the samples may present to its premises, equipment or personnel, including at the sampling site, during transport or within the laboratory, and by using appropriate labelling.

The Client shall bear all costs related to the disposal of hazardous waste resulting from the sample, whether or not such waste was identified as hazardous by the client.

### 5. Ownership Rights over the Samples

The Client remains the owner of the samples. The Client authorizes CESAAR to use the samples free of charge for analytical purposes, and must specify in the order (acceptance of the Quotation) whether, after analysis, the sample is to be returned, destroyed, or stored (as well as the duration of such storage), with the Client bearing all associated costs.

CESAAR cannot, under any circumstances, be held liable for any deterioration of the sample entrusted for analysis.

For any return of samples by CESAAR, all transport, insurance, and packaging costs shall be borne by the Client. Samples are transported at the Client's risk, and CESAAR shall not be held liable, on any grounds whatsoever, for any deterioration or loss occurring during transport.

If the Client provides no instructions regarding the fate of the sample after analysis, the sample or its remainder shall be kept by CESAAR - except for perishable goods - for a maximum of thirty (30) calendar days from the date on which the Client receives the analysis report.

After this period, the sample or its remainder may be destroyed by CESAAR without prior notice, with the Client bearing all costs arising from such destruction, including in cases where a change in the regulatory framework (for example concerning hazardous waste) results in additional disposal costs.

### 6. Delivery and Performance Deadlines

The delivery and analysis deadlines indicated in the Quotations are provided for information only and shall in no case constitute a commitment on the part of CESAAR.

Analysis reports are sent in paper form (post) and/or electronically, to the attention of the Client's personnel and/or representatives designated in the accepted Quotation.

In the case of subcontracting, the subcontractor's original analysis reports supporting the insurance of results shall be transmitted only upon the Client's request.

CESAAR also provides advice, guidance, or information both upstream, regarding the scope and purpose of the Analysis Service, and downstream, concerning the analysis results and their possible implications. However, the use of the analysis results is the sole responsibility of the Client, who alone implements, under their exclusive responsibility, the measures they deem appropriate.

At the Client's request, CESAAR may produce a comparison between the analysis results and the applicable standards in the relevant field.

### 7. Retention of Ownership

The transfer of ownership and the right to use the products, equipment, software, works and analysis reports are subject to full payment of their price.

If the Client wishes to publish, represent, reproduce or, in general, disseminate the analysis report in any form whatsoever, on any medium whatsoever, they must first consult CESAAR, which shall be free to determine whether or not it can be identified.

If the Client wishes to make reference to CESAAR's accreditation in any form and on any medium, they must first consult CESAAR, which shall be free to decide whether it gives its consent and, where applicable, specify the rules to be followed.

In all cases, whether or not the dissemination of the analysis report enables CESAAR to be identified, the Client shall indemnify and hold CESAAR harmless against all consequences, of any kind whatsoever, arising from the dissemination of the analysis report - particularly in situations where such dissemination may cause harm to a third party or to CESAAR - and shall cover CESAAR for any damages owed in compensation for losses suffered, or for any amounts CESAAR may be required to pay to a third party as a compensation for harm resulting from such dissemination.

Even after full payment of the price by the Client, CESAAR reserves the right to retain, use and publish any analysis result in an anonymous manner that does not allow the Client to be identified.

### 8. Warranties and Liability

For the performance of the Analysis Services, CESAAR is bound by an obligation of means.

CESAAR remains free to determine, at its sole discretion, the methods, procedures, techniques, products or any other elements necessary for carrying out the Analysis Service.

Each analysis report relates exclusively to the specific sample analyzed by CESAAR. If CESAAR has not expressly been instructed and paid to define a sampling plan (specifying the purpose of the samples and the sampling and analysis frequency) and/or to define precisely the scope of the analyses to be carried out, or if the Client has not followed its recommendations, CESAAR shall in no case be held responsible for the sampling plan and /or the scope of the analyses if these prove to be insufficient and/or inappropriate.

At the Client's request, a preliminary analysis report and/or extract of a report may be sent. However, as such documents do not contain all the analyses requested, they do not engage CESAAR's legal liability.

The Client is responsible for the proper delivery of objects and samples sent to CESAAR for analysis. The objects, samples or goods handed over to CESAAR, including when stored on its premises, are accepted without any transfer of legal custody and remain under the Client's exclusive responsibility. CESAAR accepts no liability in the event of loss, deterioration, destruction or alteration of these items, for any reason whatsoever, including force majeure or unforeseen events, except in cases of duly established gross negligence. The Client shall at all times be responsible for the transport, safety, packaging and insurance of the objects and samples, from their collection until their arrival at CESAAR's laboratories or facilities.

The Client declares and warrants that all objects and samples to be analyzed by CESAAR are in stable condition and present no danger. The Client undertakes to bear fully all direct or indirect damage, of any nature, suffered by CESAAR should a sample cause harm to CESAAR, any of its employees or any person working on its behalf, or to any subcontractor, even if the client had informed CESAAR of the potential risks associated with the sample.

Unless otherwise expressly agreed between the Parties, the contractual relationship exists solely between the Client who places the order and CESAAR, and no third party may be considered a beneficiary of the order.

The Client shall fully indemnify and hold CESAAR harmless against any claim by third parties connected to the Client or its order, of any nature and on any grounds whatsoever, and undertakes to compensate CESAAR in full for any damages that CESAAR may be required to pay to such third parties.

### 9. Limitation of Liability

The Client may only hold CESAAR liable (including any person involved on behalf of CESAAR in the performance of the Contract) if they demonstrate the existence of direct and immediate damage resulting from a willful and wrongly breach of direct of CESAAR's obligations in the performance of the Contract, and only if the Client has submitted a claim to CESAAR by registered letter with acknowledgement of receipt within six (6) months from the date on which the damage was discovered.

The Client expressly waives any other recourse against CESAAR and undertakes to obtain from its insurers and express waiver of recourse and subrogation for any potential action against CESAAR, its directors, employees, agents and subcontractors.

In all cases, should CESAAR's liability be established, regardless of the nature of the damage, the total amount of compensation payable by CESAAR, for any and all claims combined, shall not exceed the lesser of (i) the direct and immediate damage caused by a willful and wrongful breach of CESAAR's obligations under the Contract, and (ii) ten times the amount excluding taxes invoiced by CESAAR to the client for the Contract concerned, capped at fifteen thousand (15,000) euros.

CESAAR shall never be liable for any indirect damage suffered by the Client and/or a third party, including but not limited to loss of turnover, loss of profit, loss of business value, or loss of commercial opportunity.

### 10. Repeat Analysis

The Client shall have a period of thirty (30) calendar days from receipt of the analysis report to submit a substantial objection to the results.

If the Client requests that the analysis be repeated, they shall bear the cost within the framework of a new order, except in cases where the results prove to be materially different from those of the first analysis. A second analysis will only be possible if CESAAR still has a sufficient quantity of the original sample at the time the Client's objection is received.

### 11. Force Majeure

In the event of an occurrence beyond CESAAR's control which makes it impossible to perform its obligations - including any event recognized by French case law as force majeure, and in particular any new law or regulation, any request issued by the government or any competent administrative authority, or non-obtaining, non-renewal or withdrawal of the necessary administrative authorizations - the performance of the service or the supply of a product shall be automatically suspended. Such suspension shall in no circumstances constitute grounds for liability due to non-performance or delay in the performance of the obligation concerned, nor give rise to the payment of damages.

### 12. Confidentiality

CESAAR processes personal data in accordance with Regulation (EU) 2016/679 of 27 April 2016 (GDPR), with amended French Law No. 78-17 of 6 January 1978 on Information Technology, Data files and Civil Liberties, and with the recommendations of the French Data Protection Authority (CNIL).

CESAAR undertakes to treat analysis reports as strictly confidential and shall refrain from using or disclosing them to any third party, except where required to prove performance of the service - notably for the purpose of obtaining payment - or in response to a request from a competent administrative authority, or in execution of a final court decision.

CESAAR also undertakes to treat as confidential all technical, commercial, financial or other information disclosed to it in the course of performing the service, provided such information has been identified as confidential by the Client.

The Client, in turn, undertakes to treat as confidential all technical, commercial, financial or other information they may become aware of concerning CESAAR in the course of performing the service, as well as, where applicable, the composition of the products and the content of any software supplied by CESAAR.

### 13. Tolerance - Partial Invalidity

In any provision of these General Terms and Conditions of Sale is declared null, invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain fully effective and enforceable.

The Parties shall endeavor, where necessary, to replace the affected provision with a valid provision that most closely reflects the Parties' original intention.

The fact that CESAAR does not invoke, at any given time, any of the provisions of these GTCS shall not be interpreted as a waiver of its right to invoke them at a later date.

### 14. Applicable Law - Disputes

These GTCS and the contracts arising from them are governed exclusively by the French law. Any dispute, of any nature whatsoever, relating to the validity, interpretation, performance or termination of these General Terms and Conditions of Sale, and more generally to the contractual relationship between the parties, shall fall under the exclusive jurisdiction of the Commercial Court of Bordeaux, including in summary proceedings, incidental claims, third-party notices or cases involving multiple defendants, unless CESAAR elects to bring the matter before any other court with territorial jurisdiction.

In the event that these GTCS are translated into a foreign language, only the French version shall prevail in the event of any dispute, litigation or difficulty of interpretation or performance.