

1. Purpose and scope

These General Terms and Conditions of Sale (GTC) set out the contractual rights and obligations between Mincatec Energy (the "Supplier") and its Customer. They apply to all orders for products and services relating to hydrogen storage and its management, regardless of the volume or type of order placed. Any contrary terms and conditions put forward by the Customer shall only be valid with the Supplier's written consent. These GTC apply to all contracts, unless specific terms and conditions are agreed in writing. Any transaction carried out without explicit reference to these GTC shall be deemed to have been tacitly accepted by the Customer.

They cover all services provided by the Supplier, including the design, manufacture, installation and maintenance of the equipment supplied. All contractual relations between the Supplier and the Customer are governed by these GTC, which take precedence over any other document, unless specifically agreed otherwise in writing.

2. Orders and Formation of the Contract

All orders must be submitted in writing and shall only become final upon written confirmation by the Supplier. Quotations are valid for one (1) month and may be amended by the Supplier in line with changes in the market and raw material prices. In the event of cancellation of a confirmed order, the Customer shall reimburse the costs incurred and the cost of products currently in production, including labour, raw material and logistics costs.

Any order constitutes a purchase obligation on the part of the Customer. In the event of changes requested after the order has been confirmed, the Supplier reserves the right to adjust delivery times and costs accordingly. Failure by the Customer to comply with the terms of the order may result in its termination, subject to the application of contractually agreed penalties.

3. Prices and Terms of Payment

Prices are always quoted exclusive of tax, ex-works and excluding packaging, and do not include transport costs, customs duties or insurance, which remain the responsibility of the Customer, unless otherwise agreed. Prices may be subject to revision in the event of increases in production, transport or raw material costs. Invoices are payable within thirty (30) days net from the date of invoicing.

In the event of non-payment by the due date, the Customer shall immediately be liable to pay interest on arrears on the outstanding amount (including VAT), as of right and without the need for prior notice, at a rate of three times the statutory interest rate from the due date until full payment has been made. Such late-payment interest shall be due at the end of each month and shall itself bear interest, at the same rate as mentioned in the preceding paragraph, one year after its due date if it remains unpaid. The Customer shall also be liable, automatically and without the need for prior notice, to pay compensation equal to 10 per cent of the outstanding amounts (including VAT) in the event of non-payment, as well as a fixed-sum recovery fee of €40.

If an invoice remains unpaid on its due date, the total amount of all outstanding invoices shall become immediately and automatically due, regardless of any terms previously agreed.

In the event of non-payment, the Supplier may suspend or cancel any outstanding orders and demand full payment before any further dispatch.

Payment shall be made by bank transfer, drafts, or an irrevocable letter of credit confirmed by a leading European bank, unless otherwise agreed in writing. No discount shall be granted for early payment. In the event of non-payment within the specified time limits, the Supplier may require additional guarantees or amend the terms of payment for future orders.

4. Delivery Terms and Transfer of Risk

Delivery times are given for information purposes only and may vary depending on production conditions, transport and the availability of raw materials. Any delays do not justify cancellation of an order or claims for compensation, unless otherwise specified in the contract.

The transfer of risk and title takes place upon the products being made available in accordance with the Incoterm EX WORKS. From the time of delivery, the Customer becomes the custodian and keeper of the said Goods.

The Customer is required to take delivery of the products within five (5) working days of them being made available. After this period, storage charges may be

applied. In the event that delivery is impossible due to the Customer's fault, the Supplier reserves the right to charge additional fees.

The Customer may neither pledge the Goods as security nor transfer ownership of them as security. In the event of non-payment, the Seller reserves the right to terminate the sale following formal notice and to reclaim the delivered Goods, with the costs of return to be borne by the Customer and any payments made being retained by the Seller as a penalty clause. The Customer hereby undertakes to allow free access to its warehouses, shops or other premises to enable the Seller, in the event of non-payment, to draw up or have drawn up a joint inventory of the Goods claimed.

The right to reclaim and recover the Goods may be exercised by the Seller up to the amount remaining unpaid in respect of any of its claims, both in respect of all Goods sold by the Seller to the Customer and in respect of all Goods of the same type and quality in the Customer's possession. By express agreement, the Customer undertakes to inform the Seller without delay of the commencement of any insolvency or winding-up proceedings against it.

5. Acceptance, Inspection and Complaints

The Customer must inspect the products upon receipt and report any defect or non-conformity within ten (10) calendar days. This inspection must cover all the product's characteristics, including functional and aesthetic aspects. After this period, the products shall be deemed to have been accepted without reservation and no claim shall be considered.

In the event of a defect identified and confirmed by the Supplier, the Supplier may, at its discretion, repair the product, replace it or issue a credit note against a future order. Any request for a return must be approved in advance by the Supplier, failing which the return will be refused.

A complaint made by the Customer in accordance with the conditions and procedures set out in this article does not suspend the Customer's obligation to pay for the Goods in question.

6. Product Warranty and Liability

The products are guaranteed against any manufacturing defect for twelve (12) months from the date of delivery, i.e. the date on which the Goods are made available at the Seller's factories, warehouses and stores.

A manufacturing defect is defined as a defect in the Goods rendering them unfit for their intended use and which cannot be detected by the Customer prior to use. The warranty against manufacturing defects applies only to Goods that have duly become the property of the Customer. It is excluded where the Goods have been subject to abnormal use or have been used in conditions other than those for which they were manufactured. It is also excluded in the event of damage or accident resulting from impact, a fall, negligence, lack of supervision or maintenance, or in the event of the Goods being altered.

Under the warranty against manufacturing defects, the Seller shall be liable, at its discretion, only for the replacement free of charge of Goods recognised as defective, or for the reimbursement of the amount paid by the Customer to purchase those Goods, to the exclusion of any other remedy or compensation.

The warranty against manufacturing defects shall automatically lapse if the Customer fails to notify the Seller of the alleged defect within 20 working days of its discovery, by registered letter with acknowledgement of receipt, accompanied by technical evidence supporting the claim. No claim shall be considered if these formalities and time limits are not complied with.

Notwithstanding the foregoing, if the Customer is a professional in the same field as the Seller, the Seller shall not be bound by the warranty against manufacturing defects. In all cases, compensation is limited to direct material damage, to the exclusion of any indirect and/or consequential and/or non-material damage; furthermore, the amount of compensation is expressly limited to the amount paid by the Customer for the purchase of the Goods.

Repairs carried out under warranty do not result in an extension of the original warranty period.

7. Limited Liability

The Supplier shall not be held liable for any loss of business, indirect losses or non-material damages suffered by the Customer. The Supplier's liability is strictly limited to the value of the relevant order. The Customer is solely responsible for the selection, installation and use of the products purchased.

The Supplier shall not be held liable for any failure of the products to perform when they are used contrary to the technical recommendations provided.

8. Intellectual and Industrial Property

All patents, trade marks and know-how remain the exclusive property of the Supplier. The Customer shall refrain from any reproduction, distribution or exploitation of the documents and technologies supplied without prior consent. Any breach of this obligation shall result in legal proceedings and the payment of damages.

Any assignment or transfer of rights to patents or know-how must be the subject of a specific written agreement between the parties, setting out the terms of use and the associated royalties.

9. Confidentiality

The parties undertake to maintain the confidentiality of the information exchanged for a period of five (5) years following the end of the contract. This obligation applies to all documents, plans, technical data and financial information exchanged between the parties.

In the event of a breach of this clause, the aggrieved party may claim financial and legal remedies commensurate with the seriousness of the damage suffered.

10. Force Majeure and Suspension of Obligations

Neither party shall be held liable for any delay or failure to perform arising from a force majeure event. Force majeure shall be deemed to include any external, unforeseeable and unavoidable event, in particular natural disasters, armed conflicts, acts of terrorism, government decisions, strikes affecting production or transport, pandemics, and any other circumstance beyond the Supplier's control. If an event of force majeure prevents the performance of the contract for more than three (3) months, the parties may agree to suspend or terminate the contract, without either party being entitled to claim any compensation. During the period of force majeure, the parties' obligations shall be automatically suspended, and neither party shall be held liable for non-performance.

11. Regulatory Compliance and Export

The Customer is responsible for complying with applicable export regulations, including, but not limited to, local, European and international regulations governing the transport and safety of hazardous materials. The Customer undertakes not to resell, transfer or use the Supplier's products in breach of export laws and economic sanctions imposed by the competent authorities.

Any breach of these obligations may result in the immediate suspension of the Supplier's obligations, without prejudice to any damages the Supplier may claim for breach of contractual obligations. The Customer warrants that it will not make any unlawful use of the products and that it will comply with all applicable regulations.

12. Protection of Personal Data

Personal data collected in connection with the contract is processed in accordance with applicable laws and regulations, in particular the General Data Protection Regulation (GDPR). The Supplier implements appropriate security measures to ensure the protection and confidentiality of the data collected.

The Customer has the right to access, rectify, erase and object to the processing of their personal data. Any request to exercise these rights must be made in writing to the Supplier's data protection department. The Customer's data will under no circumstances be disclosed to third parties without their prior consent, except where required by law.

13. Early Termination

In the event of a breach of contractual obligations, the Supplier may suspend or terminate the order following a formal notice that has remained unheeded for thirty (30) days. Termination may take effect automatically if the breach is sufficiently serious and jeopardises the purpose of the contract.

In the event of early termination of the contract, the Customer shall be required to pay in full all sums due in respect of services already provided, as well as any costs incurred by the Supplier in the performance of the contract. Any unjustified

termination by the Customer shall give rise to the payment of penalties as set out in the special terms and conditions.

14. Ethics and Anti-Corruption

The Client undertakes to comply with all regulations relating to the fight against corruption, money laundering and fraud, as well as the principles of business ethics defined by the Supplier. The Client guarantees that no sum of money or undue advantage has been promised or granted in return for the performance of the contract.

Any breach of these undertakings may result in the immediate termination of the contract, without prejudice to any legal proceedings the Supplier may bring against the Customer. The Supplier reserves the right to carry out audits to ensure the Customer's compliance with these obligations.

15. Governing Law and Dispute Resolution

These General Terms and Conditions are governed by French law. In the event of a dispute relating to their performance, interpretation or validity, the parties undertake to seek an amicable solution before taking any legal action.

Failing an amicable resolution within sixty (60) days of notification of the dispute, the matter shall be referred to the competent courts at the Supplier's registered office. This jurisdiction clause shall apply even in the event of summary proceedings, multiple defendants or third-party proceedings.

16. Severability

If any provision of these GTC is deemed invalid or unenforceable by a competent court, it shall be deemed not to have been included, without this affecting the validity of the other provisions, which shall remain fully applicable.

The parties agree to replace the invalidated clause with a legally valid provision that most closely reflects the parties' original intention.

17. Acceptance of the T&Cs and Amendments

Any order implies the Customer's full and unreserved acceptance of these T&Cs. The Supplier reserves the right to amend these T&Cs at any time, provided that the Customer is notified prior to their implementation.

Amendments shall come into force upon publication and shall apply to orders placed after that date. The Customer acknowledges that they have read these T&Cs prior to placing any order and agrees to be bound by their terms.