

These Equipment Terms aim to define the conditions applicable to the Equipment provided by SUEZ to the Client and stipulated within the applicable Order.

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**1. DEFINITIONS**

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Unless otherwise defined in these Equipment Terms, capitalized terms shall have the meanings set forth in the Main Agreement. Terms beginning with a capital letter, used in the singular or plural, shall have the meaning given to them below:

**Documentation:** means the documentation required to be able to install, connect, operate and maintain the Equipment, such as detailed technical and functional documents and user manuals, certifications, battery life estimations and test reports, when applicable.

**Agreement:** means the agreement executed by the Parties for the provision of the Services to the Client which incorporates all or part of the following documents: the Order, these Specific Terms, the CGC, the Offer.

**Territory:** means the country in which the Client initially acquires the Equipment as indicated by the Client's address on the Order, unless expressly stated otherwise in the Agreement.

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**2. DELIVERY**

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**2.1 Delivery Conditions**

Unless otherwise agreed between the Client and SUEZ and incorporated into the Agreement, deliveries within metropolitan France are made free of carriage and packaging. For exports, prices are exclusive of taxes and Ex Works Suez Warehouse (carrier or agreed forwarder), according to the International Chamber of Commerce's Incoterms 2020, and consequently, the transportation, customs duties, and any other costs to the place of delivery are the exclusive responsibility of the Client. The Client undertakes to provide SUEZ with all documentation related to the transports carried out.

SUEZ or any carrier acting on behalf of SUEZ is responsible for loading and unloading operations of Equipment shipment at the place of delivery for unloading.

SUEZ reserves the right to choose the transportation method and the departure location of its shipments. It is strictly forbidden to reroute a truck to deliver all or part of the Equipment to a delivery address other than the one specified in the Agreement. Failing this, SUEZ may not be held liable for any reason whatsoever and additional costs will be due from the Client. In addition, any creation or modification of a delivery location must be communicated to SUEZ with sufficient notice before the delivery of the relevant Equipment to that location. SUEZ will make its best efforts to rearrange transportation to the new delivery location indicated, subject to feasibility and any additional costs that may apply.

Unless otherwise agreed between the Client and SUEZ and incorporated into the Agreement, SUEZ remains free to determine the terms and conditions under which the Equipment will be packaged and packed for delivery, as well as the logistics conditions applicable to the delivery of Equipment. The Client's logistics conditions are not binding on SUEZ unless they have been duly negotiated between the Parties and incorporated into the Agreement.

**2.2 Delivery Dates**

SUEZ will make its best efforts to adhere to the delivery dates specified in the Order. However, the Client acknowledges that delivery dates are provided for indicative purposes only. A delay in delivery that is not significant or not attributable exclusively to SUEZ may not be invoked by the Client to obtain the cancellation or postponement of an Order in whole or in part, or the refusal of acceptance. Under no circumstances may the Client claim compensation for a delay in delivery. Any request by the Client for a delivery date postponement is subject to the prior written agreement of SUEZ.

SUEZ may make partial deliveries unless otherwise agreed between the Client and SUEZ and incorporated into the Agreement.

### **2.3 Inspection upon delivery**

Upon delivery of the Equipment, the Client agrees to retain the delivery note and the signed receipt. It is the Client's responsibility to inspect the condition of the Equipment upon delivery. In the event of missing items, damage, or non-conformity of the Equipment delivered with the Order, the Client shall: (i) issue precise and detailed reservations on the delivery note and the signed receipt, and (ii) provide confirmation of such reservations to the carrier and to SUEZ within seventy-two (72) hours from the receipt of the Equipment. This confirmation shall be sent either by registered letter with acknowledgment of receipt or by extrajudicial act, and the Client must retain proof thereof. Failing this, the Client shall bear any consequences that SUEZ may suffer due to the loss of its remedies against the carrier.

Without prejudice to the foregoing, the letter addressed to SUEZ shall also specify the order number and the reason for the claim, and shall be accompanied by all supporting documents (delivery note, a signed receipt and a copy of the letter addressed to the carrier) to enable verification of the validity of the corresponding grievance.

Only claims that have been previously submitted in writing to SUEZ and that have received SUEZ's prior written approval – regarding Equipment damaged or non-compliant with the Order – upon the physical return of the relevant Equipment to SUEZ at SUEZ's expense, allowing SUEZ to inspect them and confirm that the damage or non-compliance is attributable to SUEZ, may result, at SUEZ's discretion, in either the replacement or refunding of the relevant Equipment. It is understood that the refund shall not exceed the amount of the price of the Equipment subject to the claim, excluding any other compensation whatsoever.

No logistical or other compensation or penalty of any kind (including rebates) and on any grounds (such as delay in delivery, non-conformity of delivery, failure to comply with the Client's logistical conditions, defectiveness or non-compliance of the Equipment or other) may be fixed, demanded, invoiced, and/or deducted automatically by the Client, including by way of compensation.

In general, any indemnity, penalty or discount claimed by the Client on such grounds, must in any event, be the subject of an adversarial exchange and prior written agreement between the Parties. The Agreement shall cover both the reality of the corresponding grievance and the amount and terms of their recognition/payment.

## **3. WARRANTIES**

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Subject to the limitations upon its liability set out in the Agreement, SUEZ warrants to the Client that the Equipment will for a period of twenty-four (24) months from the date of delivery be free from defects in or arising from design, materials or workmanship.

During the warranty period, the Client shall give notice to SUEZ as soon as it is reasonably able upon becoming aware of a breach of warranty by creating a "ticket" with the Equipment reference, serial number (if applicable), pictures (showing the defect if visible, the batch, serial number if possible), the age and a description of the defect. A single ticket can be used for several Equipment if they belong to the same batch. All the procedure will be managed through SUEZ ticketing tool, currently being IT4US.

Suez shall as soon as it is reasonably able investigate any alleged breach of warranty and in the case of a breach of warranty falling within this clause will, at its discretion, either repair or provide a replacement of all or part of the Equipment to the Client provided that: (i) the Client has given written notice to SUEZ of any alleged defect within the warranty period; (ii) the Client has provided SUEZ a reasonable opportunity to perform all appropriate tests on the Equipment; (iii) the defective part or Equipment is promptly returned to the SUEZ Service Centre at the following address: AFTER SALES SERVICE, SUEZ Digital Solutions, 38 rue du Président Wilson, 78230 Le Pecq, France.

Any defective part or Equipment replaced will become SUEZ property and the repaired or new part or

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Equipment will be delivered free to the Client's warehouse or such other location in the Territory as the Parties may agree. The warranty period of Equipment repaired or replaced shall be either (i) six (6) months from the date of repair or replacement, and (ii) the remaining period of the initial warranty period, whichever is the greater, and shall only apply to parts or Equipment repaired or replaced by SUEZ.

The above warranties given by SUEZ do not apply to: (i) fair "wear and tear"; (ii) defects or damage not reported to SUEZ within the warranty period; (iii) defects or damage due to misapplication, abuse, improper installation, vandalism or abnormal conditions of operation; (iv) defects or damage due to operation, either intentional or otherwise, above or below rated capacities or in an otherwise improper manner; (v) defects or damage resulting from Equipment which have been in any way tampered with or altered by anyone other than an authorized representative of SUEZ; (vi) Equipment damaged in shipment or without the fault of SUEZ; (vii) defects or damage resulting from the incorporation of, or failure of, parts not manufactured or supplied by the SUEZ.

The warranty does not cover any cost to replace the non-performing Equipment, nor any cost due to impacts on the Client's business activities, nor loss of profit, nor loss of revenue.

Unless otherwise agreed, any liability of SUEZ to the Client is limited to the lowest of the following: (i) the cost of replacing the Equipment; (ii) the cost of having the Equipment repaired; or (iii) the cost of obtaining equivalent products to the Equipment.

The Parties acknowledge and agree that (i) the warranties provided by SUEZ to the Client under this article are the sole warranties provided by SUEZ to the Client and to which the Client may be entitled under the Agreement, and (ii) to the fullest extent permitted by applicable law, all other warranties are expressly excluded.

#### **4. RETENTION OF TITLE AND TRANSFER OF RISK**

SUEZ will retain ownership of the Equipment sold until full payment of the corresponding invoices. Payment is deemed to have been made upon actual receipt of the amounts due, regardless of the method of payment.

Until full payment of the Equipment price, the Client shall not pledge, dispose of, assign or transfer the Equipment, whether by agreement or through legal proceedings, without prior written authorization from SUEZ, and subject to SUEZ's rights. Accordingly, any Equipment delivered and not yet fully paid for must be stored separately from other equipment in an identified area within the Client's premises and must be clearly and visibly marked to be unmistakably identified as Equipment belonging to SUEZ.

In the event of non-payment of all or part of the invoices by their due date, or non-compliance with the present retention of title article, SUEZ, without prejudice to any other rights or remedies and without any further formality than sending a registered letter with acknowledgment of receipt, may (i) demand the return of the Equipment or (ii) immediately repossess the Equipment, at the expense and risk of the Client, and moreover, be released from any obligations it may have entered into as the initial seller of this Equipment.

In case of garnishment or any other third-party intervention on the Equipment delivered but not yet paid to SUEZ, the Client must (i) immediately inform SUEZ to enable the latter to object and preserve its rights, and (ii) inform the third party that the Equipment does not belong to the Client and is covered by the present retention of title article. If the Client undergoes receivership or liquidation proceedings, SUEZ reserves the right to claim, within the scope of the collective procedure, the Equipment delivered and the remaining unpaid.

It is expressly stipulated that the transfer of risks from SUEZ to the Client takes place at the moment of delivery of the Equipment, i.e., upon arrival at the designated delivery location. Therefore, the Client undertakes, from that date onwards, to take out an insurance policy covering the risks of loss, theft, or destruction of the relevant Equipment.

**5. INSTALLATION**

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Unless the Parties agree otherwise as specified in the Agreement, the Client is responsible for the installation and commissioning of the Equipment, which shall be at its sole expense and exclusive risk.

**6. REPARATIONS**

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If a defect or non-conformity of the Equipment occurs after the expiration of the warranty period or if, for any reason, this defect is not covered by the applicable warranty specified in Article 3 of these Specific Terms, the Client may request that SUEZ attempts to repair such defect or malfunction. However, SUEZ does not make any representation or warranty that all such defects can or will be repaired or that SUEZ (or the manufacturer or third-party seller) will agree to perform such repairs. For these repairs and repair attempts, the Client agrees to pay for SUEZ's services at the then-current rates of SUEZ, plus any reasonable expenses.

**7. MAINTENANCE**

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**7.1 General provisions**

All maintenance services relating to the Equipment, their terms of execution, modalities, and scope are described in the Agreement.

**7.2 Special conditions for maintenance services relating to the Equipment**

If the Customer orders maintenance services relating to the Equipment after the expiration of the warranty period, SUEZ reserves the right, at its sole discretion, to perform an inspection and provide a repair estimate before providing maintenance services.

**7.3 Exclusions**

The maintenance services relating to the Equipment do not cover defects or non-conformities resulting from actions, situations, or events that are excluded from the warranty or that lead to the cancellation of the warranty, as provided for in these Specific Conditions.

**7.4 Warranty**

SUEZ hereby warrants that the maintenance services provided in relation to the Equipment shall be performed in a professional manner. This commitment constitutes the sole warranty provided by SUEZ regarding such maintenance services.

**7.5 Duration**

The duration of maintenance services for the Equipment shall commence on the effective date specified in the Agreement and shall continue for a period of one (1) year, or a longer period agreed upon by the parties in the Agreement.

**8. LIABILITY**

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In addition to the limitation of liability provisions contained in the Agreement, the provisions of this article apply specifically to the Equipment.

SUEZ shall not be liable for: (i) any loss or damage caused in whole or in part by the failure to comply with any instructions regarding the Equipment, (ii) any loss or damage caused by Equipment that has been

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modified or serviced by third parties other than SUEZ, (iii) any loss or damage caused by data generated by the Equipment or its use.

The Client agrees to indemnify SUEZ for all claims, losses (financial or otherwise), damages, liabilities, costs, tax increases, or expenses (including, without limitation, legal fees and reasonable lawyers' fees) that may be incurred or claimed by any person, arising out of or related to the manner in which the services relating to the Equipment have been performed if such manner results from the instructions of the Client or its authorized representative.

The provisions of this article shall survive the expiration or termination of the Agreement for any reason whatsoever.

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**9. DOCUMENTATION AND TRAINING**

SUEZ shall provide the Client with the Documentation. SUEZ will correct and clarify any reasonable question arising from the Documentation at the Client's demand with the reasonable detail.

SUEZ shall provide training to the Client, in order to build and update adequate knowledge and skills in relation to the Equipment.

Training will be provided by SUEZ in English, remotely and to the key Client's employees only, unless otherwise specified in the Agreement. It is the Client's responsibility to ensure the correct knowledge sharing among its employees and train its new employees.

Additional training shall be provided at the request of the Client and will be carried out either *in situ* or in SUEZ premises with the aim of minimizing costs and travel expenses and will be scheduled after consultation with the Client.

SUEZ shall invoice the Client for the training following formal approval from the Client who will issue a purchase order based on the quote previously submitted by SUEZ.

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**10. MISCELLANEOUS**

If SUEZ elects to discontinue production or supply of any of the Equipment, or to substantially amend the operational design or specifications (form, fit, function, maintenance, etc.) of any of the Equipment, SUEZ shall : (i) provide to the Client no less than six (6) months advance notice of its intention to do so; and (ii) continue to produce and/or to make available for the duration of the current Order all spare parts, of equivalent quality and similar price, for the existing Equipment, subject to their availability on the market.

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