

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES

The present general terms and conditions ("**T&C**") govern the contractual relations between AA SA, a company in SA (Société Anonyme) form, with registered capital of 410 000 euros, whose registered offices are located at ORSAY (91400), 18 rue Nicolas Appert, France, listed with the Trade and Companies Register of Evry under No. 316 790 260 (the "**Company**") and its professional clients (the "**Client**") for the sale of products (the "**Products**") and/or services (the "**Services**"). The T&C legally represent the sole basis for commercial negotiations and are systematically sent or provided to each client before they place an order. The Client agrees to acknowledge receipt in writing or by email (or to view them at the following address www.aoptoelectronic.com and to initiate all negotiations on that basis alone. In this respect, they cancel and replace the general terms and conditions issued previously by the Company. The T&C take precedence over all of the Client's general purchasing terms and conditions, except for special terms referring directly to the T&C and which make an exception thereto with the Company's express approval. Any order implies the Client's full, unqualified adherence to the T&C as well as any supplemental and/or derogating terms and conditions contained on the Company's price quote. Information regarding Products and/or Services, their production or supply terms, sales terms negotiated between the Company and the Client, as applicable, are confidential information protected by Act No. 2018-670 on the protection of trade secrets, and Articles L. 151-1 et seq. of the French Code of Commerce. The Client, prior to placing an order, represents that the purchase of Products from the Company corresponds to its professional activities and that it is placed solely for professional purposes.

1. ORDERING

Any order, in order to be accepted and recorded by the Company, must comply fully and in all points with the price quote issued by the Company and must be confirmed by the Client by mail, fax, email, or EDI with the Company. No orders may be placed, and therefore accepted, orally. Starting from the moment the Client confirms their order, they are considered to have accepted, in full knowledge of the facts, the contents and conditions of their order (particularly prices, volumes, characteristics, quantities and provisional delivery times for the Products and/or Services they have ordered). In order to be valid, in addition to the quantity, brand, type, and reference numbers for the Products and/or Services ordered, all orders must include a reference to the Company's price quote number and Client number. The agreement will not be considered legitimately formed until the issuance, by the Company, of a confirmation that the Client's order has been accepted. Any order legitimately placed by the Client and which is not the subject of an express rejection by the Company within a period of ten (10) days starting from its confirmation by the Client, shall be considered rejected. Furthermore, an email will be sent to the Client, for their information, when their order is shipped. Any order by the Client must be for a minimum amount excluding taxes which is specified in the Special terms of Sale. Otherwise, the Company reserves the right not to accept it or to bill a flat rate excluding taxes indicated in the Special terms of Sale. The Client may not cancel an order once the order is accepted by the Company, unless approved in advance in writing by the Company, and said approval shall in any case, be dependent on cancellation fees,

the amount of which will be communicated to the Client beforehand. The Company will retain all monies paid by the Client in the event of a cancellation that does not meet the conditions herein. The placement of an order is specific to the Client and it cannot be transferred without the Company's approval.

2. PRICING AND PAYMENT TERMS

The applicable prices are contained in the price quote accepted by the Client and are stated in euros. Unless provided otherwise in a price quote, prices do not include insurance, transport, and packing fees, which are billed in addition. If the validity period of prices is not indicated on the Company's price quote, it will be thirty (30) days starting from the issuance of the offer by the Company. Prices are stated in Euros, exclusive of VAT, and are subject to VAT at the rate applicable order date. If the Products and/or Services are acquired under a VAT exemption, it is the Client's responsibility to inform the Company of that prior to the Company's acceptance of the order. Any change in the applicable VAT rate will be automatically passed along to the price of the Products and/or Services. Any tax, duty, or other fee to be paid in accordance with French regulations or those of an importing country or transit country shall be payable by the Client. Prices are stated excluding administrative, customs, and shipping fees. For any supply of Products outside the "Euro" zone, prices are indexed on the currency and are revisable over 80% of their amount as of the billing date for any variation +/- 6.5%. In the event of a long-term contract, prices are revisable under the conditions (frequency, index, etc.) indicated on the price quote.

By default, invoices are payable by check or bank wire transfer net 30 days maximum (up to the maximum authorised outstanding balance) starting from the invoice issuance date. No discount will be granted for any early payments of the price. All fees associated with payment, as applicable, shall be payable by the Client. Unless stated otherwise on a price quote, the price will be billed according to the following payment schedule: 100% payment at order issuance.

Any deterioration of the Client's credit rating may justify the requirement of down payments before the execution of orders received. The Company reserves the right, based on the risks incurred, to establish an outstanding balance cap for the Client at any time and require certain payment deadlines or certain guarantees. This shall be the case particularly in the event of a modification, or if an assignment, lease, or pledge or contribution of their business assets as a going concern has an unfavourable effect on the Client's credit rating. In the event of a late payment, in accordance with Article L. 441-10-II of the Code of Commerce, a penalty calculated based on the interest rate applied by the European Central Bank to its most recent financing operation plus 10 percentage points, as well as a flat-rate penalty of 40 euros for collections costs shall be payable. In the event of a regulatory change to the amount of that flat-rate penalty, the new amount shall be substituted automatically for the amount contained in the T&C. Such penalties shall be payable without any reminder being necessary. They shall apply automatically the day following the payment date listed on the invoice. In the event of a failure to pay 8 days following the receipt of a second notice sent by registered letter, the receivable shall be surcharged by 20% under the penalty clause. All bank fees, court

fees, and fees incurred in recovering the receivable shall also be payable by the debtor. By express agreement and unless a postponement is requested in time and granted by the Company, the failure to pay for products on the established due date may result in the immediate payability of all outstanding monies. The Company may postpone, suspend, or cancel any order of the Client is not up to date on its obligations to the Company or has breached its obligations on the occasion of a previous order, regardless of the cause. In no case may payments be suspended or be the subject of any offsetting without the Company's prior written consent. The Company may conduct any offsetting between its receivables and its payables, as applicable, with regard to the Client.

3. TRANSPORT

Transport is at the Client's own risk. The Client must check their parcels carefully upon delivery. Claims must be filed in the manner defined by law. In accordance with Article L.133-3 of the French Commercial Code, any reservations relating to partial losses or damage must be stipulated upon delivery of the Products, in the presence of the driver, and then notified to the carrier within three working days registered letter with acknowledgement of receipt, with a copy sent at the same time to the Company. Any delivery for which no reservations are stipulated on this basis, in these forms and within these time limits, shall be deemed to be compliant and accepted by the Client.

4. DELIVERIES

Deliveries will be made based only on availability and in the order in which orders are received. The Company is authorised to make full or partial deliveries. Shipping and delivery times are provided for informational purposes, as accurately as possible, subject to availability associated with supplies, manufacture, and transport times. Delivery time overages, as well as partial deliveries due to the unavailability of one or more items, shall not result in damages, late penalty withholding, or cancellation of the order in progress. The Company may postpone, suspend, or cancel any delivery if the Client is not up to date on its obligations to the Company, regardless of the cause, particularly in the event of a late payment on the occasion of previous orders. Unless stated otherwise on an order, particularly with regard to an applicable Incoterm, the Products ordered by the Client shall be delivered to the address indicated by the Client as the shipping address for the order concerned and do not include unloading or assistance with installation of the Products, their commissioning, and training users. The Company shall be responsible for selecting the carrier, as well as organising the delivery to the place and on the date previously requested by the Client. When the Products are available, orders are, as a general rule, shipped immediately following the confirmation of the order by the Company. Shipping times vary based by the shipping method chosen and the delivery location. In no case may the Client refuse or not pick up a delivery without incurring storage fees in a flat rate amount excluding VAT per day fixed by the Company, the storage of which shall be at the Client's own risk. No refund, in any form whatsoever, will be issued in the event of a delivery that is rejected or not picked up.

5. ACCEPTANCE

The Client is urged to check the apparent condition of the parcel and Products upon delivery. In the event of apparent defects, non-compliant or missing Products, any claim, regardless of the

type, about the Products delivered, shall not be accepted by the Company unless it is made in writing by registered letter with acknowledgement of receipt sent within a period of two (2) days, this deadline representing a "short deadline". It is the Client's responsibility to provide all supporting documentation regarding the existence of the defects or missing items noted. The claim does not suspend the payment by the Client for the Products concerned. When, after inspection, visible defect or missing item is actually observed by the Company or its representative, the Client may only request that the Company replace the non-compliant products and/or send the missing items at its expense, without the Client being able to claim any compensation or cancellation of the order. The unreserved acceptance of Products ordered by the Client covers any visible defects and/or missing items.

6. TRANSFER OF OWNERSHIP AND RISKS ASSOCIATED WITH THE PRODUCTS

Pursuant to Article 2367 of the French Civil Code, the Company shall remain the owner of the products until the full collection of the price. The price means the price invoiced, including principal, fees, and interest. In the event of a total or partial default in paying the price for the Products sold, the Company may, pursuant to the present clause, claim ownership of the goods sold in order to obtain their return, notwithstanding the latter's right to obtain restitution for all its losses, in addition. The Client already unconditionally authorises the Company to prepare an inventory and/or impound the unpaid goods in its possession. In the event of a claim, the down payments already made shall remain the property of the Company as compensation. The Client shall bear all risks, even in the event of a sale agreed upon as postage paid, as soon as the shipment goes out from the Company's warehouses. In particular, the result is that the Products shall travel at the risk of the Client which, in the event of damage, loss, or missing items, is responsible for issuing all reserves or to exercise all available recourse with the carriers responsible. Therefore, the Client may not, until the full price has been received, transfer rights, or pledge the Products as collateral, or alter or remove identifying markings on the products, and shall retain all supporting and identifying documents for the Products in order to enable the implementation of this clause by the Company. If the Products have been transferred to third parties, the Company reserves the right to claim the resale price, up to its own receivable in principal, interest, and fees. In the event of an out-of-court settlement with creditors, payment default, bankruptcy filing, and more generally the opening of any insolvency proceedings, the Client shall inform the Company immediately, so that it can immediately prepare an inventory of the Company's Products. The Client shall be prohibited from continuing the sale without the Company's express authorisation. It is the Client's responsibility to take out insurance covering the Products delivered by the Company.

7. RETURNS

No returns of unsold Products will be accepted by the Company without its express, extraordinary approval. Any product returned without such approval shall be kept available to the Client and would not result in the issuance of a credit memo. The expense and risk of return will still be the Client's responsibility. No return will be accepted after a period of ten (10) days following the delivery date. Products sent back shall be accompanied by a

return slip to be affixed to the parcel and must be in the condition in which the Company delivered them.

Any return accepted by the Company shall result in the issuance of a credit memo to the Client, after a qualitative and quantitative verification of the Products returned: returns that do not conform to the procedure above shall be penalized by the Client's loss of the down payments it has made. In the event of visible defects or non-compliance of the Products delivered, duly observed by the Company under the conditions provided for above, the Client may obtain a replacement free of charge, or a refund for the Products at the Company's choice, excluding any penalty for damages.

8. WARRANTIES

The Company warrants to the Client that the Products are compliant with the standards in effect applicable to them. The Company will assume its safety and compliance obligations regarding the Products, and agrees to immediately inform the Client of any risks of which it may be aware. The Products are guaranteed against any material or manufacturing defect for a period of twelve (12) month(s), starting from the delivery date. Warranty interventions shall not have the effect of extending the warranty period. Under the warranty, the Company's sole obligation shall be to replace or repair the Product or part acknowledged to be defective by its staff free of charge, at its choice, unless that mode of compensation is impossible or disproportionate. In order to benefit from the warranty, any Product must first be submitted to the Company's after-sales service department, whose approval is essential for any replacement or repair. Any shipping costs will be payable by the Client, which may not claim any compensation in the event the property is immobilized due to the application of the warranty.

The warranty shall not apply to visible defects. The Company's Obligations under the warranty for the Products shall cease to be applicable in the event of a defect caused by: (a) use, upkeep, or maintenance or calibration that is improper or non-compliant with the instructions provided, unauthorised, insufficient, or inappropriate, unless it is the Company's responsibility under a separate agreement entered into between the Parties, and in such a case, subject to the conditions and limits provided for in that separate agreement; or (b) the use of hardware, software, interfaces, supplies, or other elements created by the Client or a third party; or (c) use or operation of all or part of the Product not in compliance with the specifications and other corresponding instructions from the Company; or (d) abnormal or careless use of all or part of the Products; or (e) an act of god or accident that is not the fault of the Company; or (f) damage in transport; or (g) inappropriate preparation of the Product usage areas in whole or in part; or (h) changes made to the Products by the Client or a third party; or (h) any damage to the Product, such as from a fall, breakage, damage, breaking, impact, climactic influence, humidity, or dust due to an outside cause regardless of the type, particularly including hacking, computer viruses, or any interference due to connecting the Products to a network. The warranty granted by the Company does not extend to third-party products supplied by the Company to the Client under the Agreement or outside the scope thereof; however, the Company will strive to extend to the Client the benefit of the guarantee it has been granted by said third parties.

Out-of-warranty repairs or replacements will not be provided until the Company grants its approval, formalized in a specific purchase order.

The Company hereby agrees to comply with the standards and regulations of the WEEE Directive (2002/96/CE) and ROHS (2002/95/CE) as occasionally amended and ensure compliance by the Product manufacturers with those standards and regulations. In accordance with the provisions of the French Environmental Code, the Company is a member of Ecosystem, an approved environmental organisation, to which the Company pays an eco-contribution. Thus, it provides its clients a guarantee of being able to benefit from the waste collection and recycling program offered by Ecosystem for all e-waste derived from the professional equipment it has placed on the market. For more information: <https://www.ecosystem.eco/>. Such equipment will be cleaned up and recycled in a high performance environmental waste recovery stream. The Client hereby agrees to handle both the collection and removal of e-waste associated with the sale, their processing, and their recovery, and to bear the associated costs that have not already been borne by the Company. Non-compliance by the Client with its obligations may result in sanctions, including criminal penalties.

The Company represents that it and its suppliers and subcontractors are in compliance with local social laws (e.g., minimum wage, occupational health and safety, working conditions, employee ages, child labour laws).

9. PERSONAL DATA

As part of the performance of the T&C, the Parties may communicate personal data regarding their staff (in particular, their name, title, signature, email address). In accordance with personal data regulations, the parties hereby agree not to use the data for purposes other than those necessary for the performance of the present agreement. Furthermore, the parties agree to retain the data for a period not to exceed that necessary with regard to the purposes for which it is processed. The persons whose data is processed have a certain number of rights, particularly the right to access and correct their data. They may exercise their rights by contacting: M. Le Directeur, Société AA SA, 18 rue Nicolas Appert 91400 ORSAY France. The Company's confidentiality policy may be consulted on its website: www.aaoptoelectronic.com.

10. FORCE MAJEURE

The parties may not be held liable in the case of a force majeure event, as defined in Article 1218 of the French Civil Code, that prevents them to normally execute their obligations under the Agreement. The parties shall come together and try to find a solution in order to overcome the force majeure event. If, after a period of one (1) calendar month, the Parties observe that the force majeure event persists, the Agreement may be terminated automatically by the affected party by registered letter with acknowledgement of receipt sent to the other party, without compensation to either party.

11. LIABILITY

Unless public policy rules of the governing law provide otherwise, the Company or its representatives under the Agreement for all damages, shall be limited to an amount less than or equal to the price of the Products and/or Services in question. In no case may the Company or its representatives be held liable for indirect or non-consecutive damages, particularly lost sales, profits, data, enjoyment, resulting from or associated with an order (including in association with the Products and/or Services). However, that shall not apply for damages for which such an exclusion or limitation of liability cannot apply under French public policy,

particularly in the event of physical harm, gross misconduct, or criminal or penal liability.

12. INTELLECTUAL PROPERTY

The software, documentation, any element protected by an intellectual property right, as well as any technical or other form of information belonging to the Company or developed by the Company, including to meet a specific requirement of the Client, are and shall remain the Company's exclusive property and may not be used by the Client for any other purpose than the strict performance of the Agreement. The present T&C and the order shall not result in any transfer of intellectual property and/or material rights of which the Company is the owner or for which the Company has obtained a licence or a usage right and which are used by or made accessible to the Client in the context of the provision of the Products and/or the rendering of the Services. Unless stated otherwise on a price quote, the specific studies, plans, drawings, models, tests, etc. requested by the Client are not included in the prices. The Client is prohibited from disclosing them to a third party without the prior consent of the Company, which retains all of its intellectual property rights over such documents.

13. MISCELLANEOUS

All notifications referred to in the T&C shall be made by registered letter with acknowledgement of receipt and shall be considered made upon the first presentation of said letter.

Any tolerance shown by the Company in the event of the non-performance by the Client of any of its obligations may not be considered a waiver of its rights.

The T&C cancel and replace all existing agreements between the Company and the Client concerning the subject hereof and entered into before the effective date hereof. If one of the clauses of the T&C is made null and void by a change in legislation, regulations, or by a court ruling, it may not in any case effect the validity and compliance with the T&C.

14. GOVERNING LAW – JURISDICTION

French alone shall be applicable. If an out-of court settlement cannot be reached between the parties, any dispute regarding the T&C and any order concluded between the Company and the Client shall be the sole exclusive jurisdiction of the Commercial Court of Evry, including in the event of multiple respondents or being called in as a third party/

15. EXPORT CONTROLS

The Client acknowledges that transactions conducted by the Company may be the subject of certain laws and rules - particularly of the United Nations, European Union, or United States of America - concerning export controls prohibiting the export or transit of certain Products and technologies to certain countries ("Export Controls"). The Client hereby warrants that, for any Product and/or Service provided to them, they shall comply without reservation with the restrictions imposed by the Export Controls or (as applicable) by the necessary authorisations concerning the export of that Product and/or Service, its re-export, and/or its transfer. The Client accepts the responsibility to ensure compliance by any third party to whom a Product and/or Service is re-exported or transferred, with any restriction resulting from the Export Controls. The Client will take all measures and actions reasonably necessary to ensure that no client/buyer or end user does not violate the Export Controls. The Client shall hold the Company harmless against all damages,

direct or indirect - regardless of the nature - costs (including attorneys' fees) and other liability resulting from a violation or non-compliance by the Client or one of its clients or end users with the terms of the present Article 15 or, more generally, with the applicable legal rules. For any order concerning a particular document such as an "End Use" or "End User Statement" to be filled out, or the obtainment of a licence, the delivery deadline shall be "upon receipt of the document properly filled out and accepted by the competent authorities", or after approval of the licence.

In the event the documents or licenses are rejected by the authorities in the country of origin, the order shall be cancelled by the Company at no expense, and no compensation shall be owed.