

**FONROCHE LIGHTING  
GENERAL TERMS OF SALE  
APPLICABLE AS OF 1 OCTOBER 2024**

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**1. SCOPE; OPPOSABILITY**

These general terms of sale apply to all sales of off-grid solar public lighting solutions sold under the brands “Smartlight”, “Ombrilight”, “Abrilight” and “Nowatt” as well as spare parts of the same described in section 2 (the **Products**) by Fonroche Lighting SAS (**Seller**) to any purchaser requesting installation in or outside mainland France (a **Buyer**). Additional services may be subscribed to before or together with the sale of Products under the conditions set out in section 12.

All Fonroche Lighting SAS terms and conditions are available online at [www.fonroche-lighting.com](http://www.fonroche-lighting.com).

Buyer acknowledges having read the general terms of sale prior to placing an order or subscribing to additional services. Therefore, by ordering Products or subscribing to an additional service, Buyer automatically, fully and unconditionally accepts these general terms of sale which shall prevail over all other conditions, including any conditions of purchase or indications made by Buyer, which shall thus not apply to Seller under any circumstance, subject to any specific conditions set out in Seller’s quotation or agreed by Seller by separate agreement.

**2. PRODUCT FEATURES**

The “Smartlight” range offers a solar streetlight which consists of a solar kit comprising one or more photovoltaic panels, one or more LED lights and one or more “Power 365” energy boxes containing the battery and lighting management system, as well as a mast, one or more brackets and other mechanical elements supporting and securing the assembly.

The “Ombrilight” range offers a solar lighting solution for photovoltaic shade systems which consists of one or more LED lights, a “Power 365” energy box containing the battery and lighting management system, as well as a specific

mounting kit for the photovoltaic shade structure. The “Ombrilight” solution does not include photovoltaic panels, Buyer being responsible for providing Seller with dedicated photovoltaic panels of the shade structure which meet the criteria required by Seller, disconnected from its electricity production system and accessible to Seller.

The “Abrilight” range offers a solar lighting solution for metal-textile shelters which consists of a solar kit comprising one or more photovoltaic panels, one or more LED lights and a “Power 365” energy box containing the battery and lighting management system.

The “Nowatt” range offers:

- beaconing solutions which consist of a solar kit comprising a photovoltaic module, several LEDs, an energy box containing the battery and lighting management system and, where applicable, a glass and aluminium frame, a tempered glass bowl on an aluminium frame or a tempered glass bowl on a stainless-steel frame; and
- architectural lighting solutions which consist of a solar kit comprising several photovoltaic modules, an LED light fixture, an energy box containing the battery and lighting management system, and, where applicable, a metal or wooden frame.

As part of Seller’s approach to the continuous improvement of the Products, the features and prices of the Products appearing on Seller’s media are for information purposes only and may change at any time until an order is placed, without giving rise to any claim or price reduction. Buyer acknowledges that any commercial image, graphic or video used for promotional purposes by Seller before or after the order is placed has no contractual value.

**3. TECHNICAL STUDY**

Prior to issuing a quotation to Buyer and for Buyer to place an order, Seller may carry out a

study (the **Technical Study**) with the aim of proposing a viable lighting project that meets Buyer’s requirements. A Technical Study comprises the following:

- summary and definition of Buyer’s requirements and needs;
- analysis and use of meteorological and local data;
- configuration of the features and sizing of the Products to be installed and their quantity.

The Technical Study is carried out at no extra cost to Buyer, even if Buyer does not finalise the order for Products. For complex lighting projects, Seller reserves the right to mandate a Technical Study. A Technical Study is mandatory for any sale of Products from the “Ombrilight” and “Abrilight” ranges, the “Fonroche Connect” software or the “Fonroche Detect” module.

The Technical Study is remitted to Buyer in a complete technical file including a description of the Products to be installed. The Technical Study is valid for 2 months.

Seller is dependent on the information provided by Buyer in order to carry out the Technical Study. Buyer guarantees the accuracy and completeness of the information communicated to Seller for the purpose of carrying out the Technical Study, in particular, but without limitation:

- the precise location of installation of each Product;
- for “Ombrilight” and “Abrilight” Products only: information on the mounting structures and their dimensions (electrical diagrams, 2D and 3D plans of the shade, plans of the metal-textile shelter, etc.);
- for the “Ombrilight” Products only: the technical and operating features of the photovoltaic panels that are to be made available to Seller to ensure the operation of the Products;

- the specificities of the geographical location (specific climate, area subject to peculiar or particularly strong snow or wind conditions or exposed to sand, dust or particles (in particular location exposed to winds above the average for the area, location in a wind corridor, etc.), air pollution, coastal area, etc.);
- detailed information on the specific and immediately close natural and urban environment of the location of the Products (elements likely to create shading on the Products (permanent or temporary, total or partial), presence of artificial light, power lines, etc.);
- the intended purpose of the Products (private, public, roadway, highway etc.) and the desired use (operating modes, lighting profile, intensity, etc.);
- any administrative and/or local constraints applicable to the installation of the Products (town planning regulations, areas subject to soil investigation, etc.).

#### 4. ORDERS

The transmission of catalogues, brochures or price lists does not constitute an offer.

Orders are placed by returning Seller's quotation signed before its expiration or by transmitting to Seller within the same period an order form containing the description of the Products and the conditions set out in the quotation, excluding any other item. If the quotation has expired, a new quotation must be issued to Buyer before an order can be placed. Any order placed after the quotation has expired or without a quotation from Seller or in another format will be automatically refused.

It is Buyer's responsibility to communicate clearly and exhaustively to Seller during the Technical Study or, in the absence thereof, prior to the quotation being issued, the details of its requirements and needs relating to the installation and use of the Products to be ordered.

The issuance of a quotation to Buyer by Seller constitutes an offer to sell subject to a condition precedent and, where applicable, a resolute condition.

**Condition precedent:** orders are valid, firm and definitive and form a binding sales contract when Seller confirms, on receipt by Seller where applicable, of the quotation signed by Buyer or of a compliant order form from Buyer the Products actually ordered by Buyer are consistent with the needs expressed by Buyer, the viability of Buyer's lighting project and the availability of the Products. Seller undertakes to

send this acknowledgement of receipt of orders by e-mail within 3 weeks.

**Resolute condition:** if applicable, Seller's offer is made subject to the agreement of Seller's credit insurer to guarantee Buyer's payment of the order in accordance with the derogatory payment terms granted by Seller in accordance with section 7. In the event Seller's credit insurer refuses such guarantee or withdraws the same after the order is placed, Seller reserves the right to request additional guarantees from Buyer. If Seller does not waive this right, absent any agreement between Seller and Buyer within 3 weeks of Seller's request, the sale shall automatically be cancelled.

An order may be cancelled, reduced or modified only with Seller's written consent. Since the Products are manufactured and assembled specifically for an order after receipt of the same, Seller reserves the right to accept any request from Buyer to cancel, reduce or modify an order at its discretion depending on the progress of its execution. If the request for cancellation, reduction or modification is accepted, all or part of the sums paid may be returned to Buyer. If the request is refused, these sums may be retained by Seller, who shall also be entitled to either apply to the courts for enforcement of the sale or invoice the costs of modifying, scrapping, repainting or undertaking any other measure or cure necessary for the Products to be put back on sale, without prejudice to any other action, claim or remedy which Seller may have.

#### 5. DELIVERIES

##### 5.1. Delivery

Products to be installed in mainland France are delivered and unloaded by Seller at the location designated by Buyer (Incoterm (2020) DPU equivalent), except Products of the "Nowatt" range for which, unless otherwise agreed by Seller, Buyer is responsible for unloading (Incoterm (2020) DAP equivalent). It is Buyer's responsibility to take all necessary measures to allow and facilitate the delivery and, where applicable, unloading of the Products.

Products to be installed outside mainland France are made available to Buyer according to the Incoterm (2020) FCA Seller's factory in Sainte-Colombe-en-Bruilhois, France, and packaged in accordance with applicable standards and industry practice for sea, road and air transport. It is Buyer's responsibility to take all necessary measures to allow and facilitate the loading of the Products onto the means of transport of its choice. Any modification of these delivery conditions by Buyer after Seller acknowledged receipt of the order shall require Seller's prior approval. In case of approval, any additional costs incurred by Seller to undertake additional

customs formalities or modify the packaging of Products shall be borne by Buyer and shall be invoiced separately.

Delivery and making available of the Products are organised and carried out according to the availability of the Products and, where applicable, of the carriers and in the sequence in which orders are confirmed. Indicative delivery or making available lead times are communicated to Buyer with the acknowledgement of receipt of the order. If the Products are delivered by Seller, a 1-week delivery window will be notified to Buyer, after which Buyer will be notified of the definitive delivery date 24 hours in advance; Buyer may request to postpone the delivery window once, provided request is made at the latest 10 days before its starting date, failing which Buyer will be deemed to have agreed to take delivery of the Products within that window. If the Products are made available by Seller, Buyer shall collect the Products within 2 weeks from the date of notification from Seller of their availability.

##### 5.2. Delays

Seller may not under any circumstance be held liable in the event of delay, postponement or suspension of delivery or making available due to Buyer, an event of force majeure within the meaning of section 1218 of the French Civil Code and relevant case law or to any of the following events to the extent the same are not attributable to Seller:

- events such as total or partial strikes adversely affecting the operations of suppliers, transporters or other subcontractors of Seller;
- fire;
- bad weather;
- restrictions to the movement of people and/or goods;
- the specific organisation and operation of transshipment platforms;
- interruption of transport or incident during transport;
- interruption in the supply of energy, raw materials, components or spare parts.

In the event of delay or suspension of shipment of Products by Seller or collection of Products by Buyer for reasons attributable to Buyer (for example: for any postponement of the delivery window beyond the first postponement granted by Seller in accordance with section 5.1, failure to confirm Buyer's availability for delivery on the agreed date, failure to collect Products made available to Buyer within the 2-week period set forth in section 5.1, failure by Buyer to provide information necessary for Seller's undertaking of

customs formalities, failure to pay the balance of the order if required in accordance with section 7, etc.), Seller reserves the right to charge storage costs as an additional fee at a flat rate of €16 excluding taxes per pallet and per working day of delay or suspension.

In the event that delivery is impossible for reasons attributable to Buyer (for example: mistake in the delivery address, lack of suitable access for the delivery vehicle, absence of the recipient, refusal of delivery or any other situation in which Buyer does not take delivery of the Products on the agreed date, etc.), the new delivery conditions are determined by Seller at its discretion and Seller reserves the right to charge as an additional fee the costs of non-delivery at a flat rate of €6 excluding taxes per kilometre of distance between the Seller's factory and the place of delivery, as well as any other additional costs incurred by Seller in order to reschedule a delivery (for example: costs of searching for and renting a warehouse or temporary storage facility, costs of unloading and reloading, costs of re-delivery, accommodation, etc.), as well as, where applicable, the storage costs referred to in the previous paragraph.

### 5.3. Acceptance; claims

It is Buyer's responsibility to check that the Products delivered comply with the order and are in good condition upon receipt according to the applicable Incoterm. In case of a visible defect, damage or missing or incorrect Products in relation to the order, Buyer shall record their reservations on the carrier's consignment note upon receipt and notify their claim with proof of the defect, damage or shortage separately to Seller in writing within 48 hours of receipt of the Products. Buyer is responsible for justifying its compliance with this period as evidenced on the consignment note. In case of partial or total unpacking of the Products during transport without Seller's authorisation, this period shall start from the date of unpacking. In the absence of reservations and claim validly notified, Buyer is deemed to have accepted the Products and any claim shall be inadmissible. Buyer shall cooperate with Seller and give Seller all access necessary to ascertain defects, damage or errors and remedy them, and shall refrain from intervening themselves or having a third party intervene for this purpose. If Buyer fails to comply with these conditions, Seller shall not be obliged to repair or replace the goods concerned or to make an additional shipment.

### 5.4. Returns

In case of visible defect, damage or incorrect Products delivered with the order, Buyer may request a return. Any return of Products is subject to a prior admissible claim and remains

subject to Seller's prior written approval. In case of approval, the relevant Products must, at Seller's discretion, either be scrapped by Buyer in conditions allowing them to be recycled in accordance with locally applicable regulations and standards or be returned to Seller, in each case within 30 days. In case of return to Seller, the Products must be returned in the condition in which they were delivered, in their original packaging and unmarked, accompanied by all accessories, documentation and supplies provided on delivery. The return of Products to Seller is organised by Buyer in accordance with Seller's instructions and at Seller's expense. Disposal of the Products is at Buyer's expense.

If Seller confirms the validity of the claim, where applicable on the basis of pictures communicated by Buyer and/or on receipt of the Products returned, Seller may, at its discretion, repair or replace the relevant Products free of charge, excluding any compensation or damages. A new delivery is organised by Seller at its cost and, where applicable, the reasonable costs of return incurred by Buyer shall be borne by Seller.

In case of non-compliance with these conditions for the return of Products, late return or return following an inadmissible claim or without Seller's approval, or if Seller does not confirm the validity of the claim, Seller may invoice Buyer for any costs incurred in refurbishing the Products returned and for organising a new delivery to Buyer.

### 5.5. Packaging

Product packaging is sized and prepared in accordance with standards determined by Seller.

Seller is not responsible for the return or removal of Product packaging, which must be disposed of by Buyer.

## 6. TARIFFS

The Products are sold and the additional services provided at the tariffs applicable on the date of the quotation. Tariffs are exclusive of taxes and indicated in Euro unless otherwise specified in the quotation.

Seller's quotations are valid for 2 months unless otherwise indicated on the quotation. As long as Buyer has not finalised the order of Products or the subscription to additional services, Seller reserves the right during this period to revise the prices communicated, in particular in order to take into account changes in the cost of materials and components and exchange rates.

## 7. PAYMENT TERMS

Payment of the price shall be made to Seller's address by bank transfer onto the account indicated on the invoice, net and without

discount, in Euro unless otherwise specified on the invoice. Payment by cheque, draft or bill of exchange is not accepted.

The price is payable up front upon order placement. Seller may grant Buyer, or revoke at its discretion, more favourable terms of payment according to applicable law.

Seller reserves the right, depending on the risks involved, to revoke at any time the more favourable payment terms granted to Buyer, in particular to set a cap on Buyer's authorised outstanding balance, to reduce the payment period and/or to require guarantees, in particular if, in Seller's opinion, a change in Buyer's financial capacity, in its management or in its corporate form, or a sale, lease, pledge or transfer of its business assets has an adverse effect on Buyer's credit, or if Buyer's credit deteriorates in any other way (in particular in case of a reduction in the guarantees granted by Seller's credit insurance).

In case of sale, assignment, pledge or transfer of its business assets or equipment by Buyer, all sums due shall become immediately payable, regardless of the terms of payment agreed.

Failure to pay an invoice by the due date shall:

- cause all sums due by Buyer to become immediately payable regardless of the payment terms;
- authorise Seller to suspend or cancel all current orders not yet paid for by Buyer, whether delivered or are in the process of being delivered and whether or not payment is due, and to demand the return of the relevant Products at Buyer's expense and risk; in case of request for the return of the Products, Buyer shall also be liable to pay a devaluation penalty equal to 1% of the price of the Products excluding taxes per month from the date of delivery until the date of their return to Seller's premises;
- authorise Seller to suspend or cancel all subscriptions for additional services not yet paid for by Buyer, whether or not they are in progress and whether or not payment is due;
- authorise Seller to demand upfront payment upon order placement for any new order or subscription by Buyer; and
- automatically give rise, from the day following the due date and without prior formal notice, to the application of late payment interest at the rate applied by the European Central Bank at its most recent refinancing operation (refi rate) plus 10%, as well as a fixed indemnity for recovery of €40, without prejudice to Seller's right to obtain reimbursement of the established

and documented recovery costs exceeding this amount, including the costs of contentious recovery by a public official.

In addition, in case of payment by instalments and multiple deliveries, the payment default of a single instalment shall result in the suspension of all future deliveries and cause all sums due to Buyer to become immediately payable without prior formal notice.

Any partial payment shall be affected first to the settlement of the non-senior part of Seller's debt and then of the sums the payment date of which is the oldest.

Under no circumstances may Buyer suspend or refuse payment of sums due to Seller. Any claims made by Buyer shall not suspend or reduce Buyer's obligation to pay. If an invoice is disputed, it remains due in full.

## **8. OFFSETTING**

Any sum owed by Buyer to Seller, including any late payment interest, may be offset by Seller against any sum owed by Seller to Buyer provided that the legal conditions for offsetting are met.

Buyer may not, and waives the right to, set off any sums owed by Buyer to Seller against any sums owed by Seller to Buyer without Seller's prior written consent.

## **9. TRANSFER OF RISKS; RETENTION OF TITLE**

Title to the Products shall be retained by Seller, without prejudice to the transfer of risks relating to the Products to Buyer, and shall be transferred to Buyer after the full and effective payment of the price (principal and other charges), regardless of the delivery date. Any postponement of the due date granted to Buyer shall automatically extend the retention of title until full payment of the price of the Products and shall not constitute a waiver or release of the same.

In case of payment default by Buyer, Seller shall be entitled, 48 hours after formal notice, to demand the return of the Products and to take all necessary measures to repossess the Products at Buyer's expense and risk, without prejudice to any other compensation or damages to which they may be entitled.

Until their price has been paid in full, Buyer shall individualize the Products delivered and not mix them with other products of the same nature, including other Products of Seller previously delivered and paid for.

Buyer undertakes not to pledge the Products or transfer ownership or title thereto or to create, grant or allow the creation of any other security

on the Products as long as they remain the property of Seller and undertakes to take all necessary measures to protect Seller's rights in the Products.

Buyer is authorised, in the normal course of business, to resell the Products but must either pay the balance of the price still due to Seller prior to resale, or inform their clients in writing that the Products are subject to a retention of title clause which Seller may exercise in their hands. In order for Seller to be able to assert their rights of ownership towards Buyer's customers, Buyer shall immediately inform Seller of the transfer of the Products and provide Seller with all the information and documents necessary for the preservation of Seller's rights. Where applicable, Seller's retention of title shall apply to the resale price received or to be received by Buyer.

The transfer of risks with respect to the Products to Buyer shall occur:

- for Products of the "Smartlight", "Ombrilight" and "Abrilight" ranges to be installed in France, as soon as the goods are placed on the ground by the carrier within the premises designated by Buyer;
- for Products of the "Nowatt" range to be installed in France, as soon as the carrier's vehicle is parked within the premises designated by Buyer prior to unloading of the goods, except in the case of a simultaneous delivery of Products of the "Smartlight", "Ombrilight" or "Abrilight" ranges where Seller would handle the unloading of all items, in which case the transfer shall occur for all Products as soon as the goods are placed on the ground by the carrier within the premises designated by Buyer; and
- for all Products to be installed outside mainland France, as soon as the goods are loaded onto Buyer's transport at Seller's factory or, where applicable, in accordance with any other Incoterm agreed at the time the order was placed.

## **10. CARBON CREDITS**

Seller has implemented guarantees with a view to ensuring, to the greatest possible extent, that the Products comply with the imperatives of sustainable development throughout their life cycle, in particular with a design and manufacturing process which favour a reasoned and optimised use of resources, a life span that is as long as possible with a high level of guarantee and reparability, and the recycling and reuse of waste during production and at end of life. In addition, the main standards and protocols for generating environmental attributes relating to emissions of carbon dioxide

and other greenhouse gases condition the generation and allocation of such attributes to the promotion and development of sustainable development and renewable energy projects and, in particular, to the gains derived from the valuation, use or exploitation of such attributes being invested in research and development of new processes and technologies likely to contribute to improving the efficiency of such projects and to sustainable development objectives. As a consequence, all environmental attributes relating to carbon dioxide emissions and other greenhouse gases, in particular credits, benefits, certified emission reduction units, offsets or provisions, regardless of their designation, norms, standards or the protocol or scheme implemented for their generation and valuation, which may be attributed to the production or saving of electrical energy achieved as a result of the installation and operation of the Products shall be vested in Seller, and Buyer irrevocably assigns the same to Seller, and Seller shall retain the right to claim the same with any competent authority or body as well as title thereto.

## **11. OTHER BUYER OBLIGATIONS**

### **11.1. Use of the Products**

Buyer undertakes to use the Products strictly in accordance with the declarations made during the Technical Study or when the order was placed.

### **11.2. Handling and storage**

The Products must be stored in their original packaging in a weatherproof location in accordance with the recommendations provided by Seller on delivery (in particular with regard to ambient humidity levels, minimum/maximum temperatures, etc.) and their technical data sheet. The "Power 365" energy boxes must not be stacked outside their packaging. No item other than other photovoltaic panels must be placed on top of the photovoltaic panels, even if the latter remain in their packaging.

Mechanical components must be stored with adequate ventilation in order to avoid any deterioration, but must not be stored directly on the ground or near an area where powdery materials are stored.

Where applicable, Buyer is responsible for formalities relating to the storage and treatment of dangerous products.

The Products must be installed within 6 months of their date of dispatch from Seller's factory.

### **11.3. Cleaning of the Products**

Buyer is required and is solely responsible for cleaning the Products on a regular basis in accordance with Seller's recommendations

provided on delivery, in order to limit the accumulation on their surface of exogenous substances such as sand, dust, mud, snow, ice or animal droppings likely to impair their performance or affect their robustness and wind resistance.

For "Ombrilight" Products, Buyer is required to clean the photovoltaic panels according to the supplier's recommendations since they are not supplied by Seller.

#### **11.4. Resale of Products**

In the event of resale of Products to third parties, Buyer is required to inform Seller and to inform the end customer of these general conditions of sale, in particular the obligations set out in this section 11 and the conditions of application of Seller's warranties set out in section 14, as well as, where applicable, the content of the Technical Study corresponding to these Products. Absent any evidence of this information to such end customers, Seller's contractual guarantee shall cease to apply and Seller shall cease to be bound by any obligation in this respect.

In the event Buyer makes commitments to their own customers which exceed Seller's commitments under these general terms of sale, Buyer shall remain solely responsible and Seller excludes any obligation or liability to either Buyer or the end customer for any term offered by Buyer exceeding these general terms of sale and Buyer shall indemnify and hold harmless Seller against any costs, damages or claims (including legal and representation costs) relating thereto.

## **12. ADDITIONAL SERVICES**

### **12.1. Generalities**

Seller may offer Buyer or, at Buyer's request, perform or provide services that are complementary to the sale of the Products under the conditions set out in this section 12. With the exception of lighting diagnostics, any additional services must be subscribed to when the order is placed or may be subscribed to during the life of the Products.

The general terms of sale apply to these additional services, subject to any special conditions appearing on the Seller's quotation.

### **12.2. Solar street lighting energy saving plan**

As part of a solar street lighting energy saving plan, Seller conducts a survey of the general condition of a public lighting system in order to propose an appropriate modernisation and renovation plan. The energy saving plan includes an assessment of the energy consumption of the public lighting system in light of the information furnished by Buyer, an inventory of all the

components of the public lighting system and their condition observed on site by Seller and a proposed renovation plan with a budget estimate.

This service can be subscribed to outside of any Product order under conditions determined by quotation.

### **12.3. Installation and commissioning of Products**

This service can be subscribed to when the Products are ordered, under conditions to be determined in the quotation. Seller shall decide schedule for acceptance of the Products commissioned and may undertake acceptance of Products in batches.

In case the service is not performed directly upon delivery of the Products, the transfer of risks in respect of the Products to Buyer shall occur on delivery in accordance with the provisions of section 9.

In case the service is performed upon delivery of the Products, the transfer of risks in respect of the Products to Buyer shall occur when Buyer signs the acceptance certificate stating that the installation and commissioning operations were satisfactorily completed notwithstanding any provision of section 9 to the contrary.

In each case, responsibility for the Products shall be transferred to and vest in Buyer at the same time as the risks.

### **12.4. Out-of-warranty maintenance and repairs**

In the event of a malfunction or defect in a Product not covered by Seller's warranties, Buyer may request a specific maintenance and repair service outside the warranty.

Seller undertakes to send Buyer a quotation as soon as possible under the conditions set out in section 6 once they have received from Buyer all the information required. If Buyer accepts the quotation, Seller shall carry out the necessary operations in accordance with the conditions set out in the quotation.

### **12.5. Fonroche Connect**

The "Fonroche Connect" software grants Buyer remote access to information relating to the status and operation of their Products portfolio. It also allows Seller to operate remotely on the Products and perform technical diagnoses in the event of a malfunction. The conditions of supply and use of the "Fonroche Connect" service are set out in separate general terms of service.

This service can be subscribed to for the "Smartlight" and "Ombrilight" Products when the Products are ordered or during the life of the Products, under conditions to be determined by quotation.

### **12.6. Fonroche Play**

The "Fonroche Play" mobile application allows Buyer and a group of users designated by Buyer to view their Products portfolio on a map and to remotely order and program the switching off of all or part of the fleet at times to be determined. The conditions for the provision and operation of the service and the use of the "Fonroche Play" application are set out in separate general terms of service and general terms of use.

This service can be subscribed to when the Products are ordered or during the life of the Products, under conditions to be determined by quotation.

### **12.7. Fonroche Detect**

The "Fonroche Detect" module allows Buyer to incorporate pedestrian and cyclist movement detection in the configuration of the "Smartlight" Products and to trigger the lighting of a group of Products by adding an infrared detector to the Products.

In addition to the warranty exclusions set out in section 14.3, the "Fonroche Detect" module is subject to the following operating conditions and exclusions:

- the maximum theoretical detection zone at ground level is 180° with a 6-metre radius around the detector; and
- detection is not guaranteed if the difference between the subjects' temperature and the ambient temperature is less than 4 degrees Celsius.

A "Fonroche Detect" module can be ordered only with and at the same time as "Smartlight" Products, under conditions to be determined by quotation. Where applicable, the "Fonroche Detect" module will also benefit from the installation and commissioning service subscribed to by Buyer pursuant to section 12.3.

For the purposes of these general terms of sale, the "Fonroche Detect" module shall be considered an accessory to the Product.

### **12.8. Nowatt Lighting**

The "Nowatt Lighting" mobile application allows Buyer to remotely configure Products of the "Nowatt" range. The conditions for the operation of the service and the use of the "Nowatt Lighting" application are set out in separate general terms of service and general terms of use.

This service can be subscribed to when the Products are ordered or during the life of the Products, under conditions to be determined by quotation.

### 13. RECYCLING

Seller has invested in the design of Products to optimise their life cycle, their recyclability and the use of recycled materials and components, and has implemented a recycling and reuse system to mitigate the environmental impact of the Products when they are dismantled.

As a consequence, in the event Buyer wishes to abandon or scrap Products, Buyer undertakes to transfer the same to Seller free of charge with a view to carrying out operations to recycle and reuse such Products and components thereof, Seller being responsible for removing the relevant Products at its own expense and as Seller determines. The proceeds of these operations shall vest in Seller *ab initio*.

### 14. LIABILITY; WARRANTIES

#### 14.1. Liability

Seller's liability is strictly limited to that which is provided for by law and these general terms of sale.

Since they are not supplied by Seller, Seller may not under any circumstance be held liable for the mechanical resistance of the mounting structures for the "Ombrilight" and "Abrilight" Products nor for the sturdiness of the whole, which are the sole responsibility of Buyer.

To the extent permitted by law, Seller's overall liability is in any event limited to the equivalent of 10% of the sums received in respect of the sale of Products and additional services at the date of the claim.

Buyer guarantees that its insurers or any third party in a contractual relationship with it shall waive any right of recourse against Seller and/or its insurers beyond the exclusions and limits of liability and guarantees set out in these general terms of sale.

Any action under these general terms of sale shall be barred 12 months after the date of the event giving rise to such action or from the date of knowledge thereof by the relevant party.

#### 14.2. General principles of warranties

Seller warrants the conformity and absence of hidden defects of the Products and the additional services only to the extent provided by law.

The Products are also covered by Seller's contractual warranty, the duration of which is specified in the quotation. The contractual warranty applies from the date on which the Products leave Seller's factory. The contractual warranty is intended to apply in the event of a defect or malfunction causing a Product not to activate at all or to prematurely cease operating with regard to their programming. The

contractual warranty applies exclusively to the following parts if they prove to be defective during this period: photovoltaic panels, energy boxes including their components, LEDs and LED lights.

Seller's liability and its intervention under the warranties are limited to the repair or replacement of Products or their components covered by the warranty which are, as the case may be, non-conforming, affected by a hidden defect or otherwise defective, excluding any damages or compensation of any kind and for any reason whatsoever. The choice between repair or replacement is at Seller's discretion. Where applicable, repair may be carried out remotely where software intervention or reprogramming may be sufficient to cure and restore the defective Product in a proper status of operation.

Seller shall contribute to the costs of transporting the Products of the "Smartlight", "Ombrilight" and "Abrilight" ranges and parts concerned, as well as to the labour, travel and accommodation costs incurred in order to carry out the on-site repair and/or replacement of such defective Products and parts, in particular in relation to dismantling and reassembly operations, according to a share to be determined on the basis of Seller's scale and the total cost of the intervention. The contractual warranty and Seller's contribution are subject to Seller's prior approval of the conditions of the intervention and to the intervention being carried out by a technician approved by Seller. For the Products of the "Nowatt" range, these costs shall be borne by Buyer.

Replaced Products and parts become the property of Seller free of charge as soon as they have been dismantled.

Seller's actions under the statutory conformity warranty or hidden defects warranty or Seller's contractual warranty shall not extend the duration of the same in any way.

Seller's contractual warranty is granted exclusively to the benefit of Buyer and may neither be assigned nor transferred. It may be transferred in case of resale of the Products authorised by Seller and shall thus inure to the benefit of the end customer, subject to the conditions set out in section 11.4.

#### 14.3. Exclusions

All of Seller's warranties shall be excluded in the event of reduced performance, malfunction or defect resulting from normal wear and tear of the Product or caused by an event of force majeure within the meaning of section 1218 of the French Civil Code and its interpretation by case law.

Seller's warranties shall cease to apply where the reduced performance, malfunction or defect is due to:

- the supply by Buyer of erroneous or incomplete information for the Technical Study prior to the order or generally in respect of its requirements and needs at the time of the order;
- handling or storage of the Products or components thereof in violation of the conditions set out in section 11.2;
- installation and commissioning of the Products after the maximum period recommended in section 11.2;
- installation or use of the Products and/or "Fonroche Detect" modules under conditions which are inconsistent with the conditions and parameters prescribed in the Technical Study or with the needs and intended use declared by Buyer prior to issuing the quotation or when placing the order;
- assembly, installation or commissioning of the Products and/or "Fonroche Detect" modules in violation of the installation manual furnished at the time of delivery and industry standards and best practices;
- insofar as it is not supplied by Seller, non-conformity of the mounting structure on which the Product is installed (e.g.: concrete foundation or stud or any other type of surface foundation, photovoltaic shading system or metal-textile shelter) with the physical constraints exerted by the Product, including the buried part, and/or of the soil at the place of installation or any other defect of this mounting structure;
- materials, equipment, components or parts supplied by Buyer or a design or installation procedure imposed by Buyer;
- for "Ombrilight" Products only, failure to meet the criteria required by Seller, non-conformity, reduced performance, malfunction or defect of the photovoltaic panels made available to Seller;
- any action or operation carried out on the Product or any other modification or alteration to the Product (including for example affixing a plate or panel or attaching a garland) by Buyer or a third party without Seller's prior written approval;
- use of the "Fonroche Connect" service in violation of the applicable general terms of service or user manual or otherwise giving rise to an exclusion of warranty disclaimer under such general terms of service;

- use of the “Fonroche Play” service in violation of the applicable general terms of service, the general terms of use of the mobile phone application or the user manual or otherwise giving rise to an exclusion of warranty exclusion under these general terms of service or general terms of use;
- use of the “Nowatt Lighting” service in violation of the applicable general terms of service, the general terms of use of the mobile phone application or the user manual or otherwise giving rise to an exclusion of warranty disclaimer under such general terms of service or general terms of use;
- vandalism or any other act, deed or neglect by Buyer or a third party;
- the occurrence of meteorological events, in particular winds whose force or effect on the Product exceeds the characteristics or limits set by European standards EN 1990 (Eurocode - Basis for structural design) and EN 1991-1-1-4:2005 (Eurocode 1: Actions on structures - Part 1-4: General actions - Wind actions), a significant lack of sunshine compared to the statistical data used to size the Products at the time of the Technical Study or order or a very cold spell;
- a significant change in the ambient and/or climatic conditions which could not reasonably have been foreseen and taken into account when sizing the Products at the time of the Technical Study or order;
- corrosion of the Products due to an environment whose corrosiveness is higher than category C3 of standard ISO 12944 for standard Products or higher than category C4 for Products with reinforced anti-corrosion treatment;
- deterioration of the Products due to local fungal, caustic and/or corrosive development resulting, for example, from chemical industrial facilities, highly humid environments saturated with fertilising products, gaseous emissions from decomposing organic matter or substances or compounds originating from the ground and/or flooring;
- exposure of the Products to a highly polluted environment, fine particles, excessive dust, sand, mud, snow or ice causing premature clogging of the photovoltaic panels and LED lights and failure by the Buyer to clean the Products in accordance with section 11.3;
- damage to Products or wiring caused by animals or pests;
- the occurrence of overvoltages or undervoltages caused by non-compliant electrical installations in the vicinity of the Products or by natural events which are found to exceed the characteristics or limits generally observed in the area where the Products are installed;
- ground vibrations or tremors which are found to exceed the characteristics or limits generally observed in the area where the Products are installed;
- the occurrence of harmonic oscillation or resonance events associated with air movements around the Products;
- changes in the immediate environment of the Products likely to alter their performance (for example the appearance of sources of shading on the photovoltaic panels, artificial light sources hindering the reception of solar energy or accurate detection of ambient luminosity, the occurrence of electromagnetic events, etc.) or reduce the sturdiness or resistance of the Products.

Seller shall also cease to be bound by its warranty obligations in the event of:

- payment default by Buyer in respect of the Products concerned, until their price has been fully and effectively paid;
- where on-site intervention is necessary, if Seller is unable to act on a Product reported malfunctioning or defective:
  - due to the Buyer;
  - due to the inaccessibility of the site for reasons not attributable to Seller, in particular when the site is subject to access restrictions and/or located in a sensitive area (for example: nuclear power station, military base, prison, etc.) and/or presenting risks for the safety of individuals;
  - a cluttered immediate environment preventing safe intervention, in particular from a bucket truck;
  - the presence of electrical installations in the vicinity preventing safe intervention;
  - ground that has become unstable or the presence of aerial electrical or electronic communications networks that prevent safe lifting or work from a bucket truck.

For the Products of the “Smartlight”, “OmbriLight” and “Abrilight” ranges, Seller’s contribution to the costs of transportation, labour, travel and accommodation to undertake on-site repairs and/or replacement of defective

Products and parts is furthermore excluded if Seller is unable to undertake a remote technical diagnosis:

- in the absence of subscription to the “Fonroche Connect” service; or
- in case of malfunction of the “Fonroche Connect” service attributable to Buyer.

#### 14.4. Exercise of the warranties

All warranty claims must be addressed to Seller’s after-sales service by e-mail to the following address: [SAVFL@fonroche-lighting.com](mailto:SAVFL@fonroche-lighting.com) or by telephone to +33 5 40 40 90 04.

Seller undertakes to reply to Buyer and to allocate a ticket to the complaint within 48 hours to process it.

Seller shall first carry out a preliminary technical diagnosis remotely and/or by consulting Buyer; in this context, Seller may request photographs of the Products whose malfunction or defect is alleged. Where necessary, Seller shall then carry out an in-depth technical diagnosis of the faulty Product on site and/or at its factory. In case a diagnosis must be carried out at its factory, Seller may at its discretion replace the parts to be diagnosed with new parts in order to immediately restore the relevant Products. Following this technical diagnosis, Seller shall determine whether the malfunction or defect is covered by any of Seller’s warranties or not.

In the event that Seller confirms the existence of a malfunction or defect covered by any of Seller’s warranties, Seller will repair or replace the Products and parts concerned under the conditions set out in section 14.2. If an in-depth technical diagnosis was carried out at Seller’s factory together with the installation of new parts, no further work will be carried out and the new parts installed by Seller will remain incorporated into the relevant Products.

In the event that Seller concludes that there is no malfunction or defect or confirms the existence of a malfunction or defect which is not covered by any of Seller’s warranties, Seller shall be entitled to invoice Buyer for any labour, intervention and transport costs incurred in dealing with the complaint not justified by Seller’s warranty not yet invoiced to Buyer under the warranty, as well as the cost of the Products and replacement parts installed, where applicable. Seller may also offer an additional maintenance and repair service under the conditions set out in section 12.3.

#### 15. COMPLIANCE

Buyer is responsible for obtaining from the competent authorities all authorisations required to meet its obligations as Buyer, where applicable, including for any export of Products.

Buyer shall comply with all applicable laws and regulations, in particular with respect to protection of human rights and the environment, the prevention of corruption, money laundering and the financing of terrorist activities, as well as with the provisions of Seller's code of ethics, which can be accessed at <https://www.fonroche-lighting.com>, and which Buyer acknowledges they have read.

In particular, Buyer undertakes to comply with the principles of the United Nations Global Compact as set out below:

- to support and respect the protection of international human rights law;
- to ensure that it is not complicit in human rights violations;
- to uphold the freedom of association and recognise the right to collective bargaining;
- to refrain from engaging in any form of forced or compulsory labour;
- to refrain from directly or indirectly engaging in child labour;
- to avoid any discrimination in employment and occupation;
- to work against corruption in all its forms, including extortion and bribery;
- to apply a precautionary approach to environmental challenges.

Buyer undertakes that neither it nor anyone acting on its behalf shall, by act or omission, engage in any money laundering, corruption or concealment of such offences in relation to the Products. In particular, Buyer undertakes that neither it nor anyone acting on its behalf shall deliver, promise or offer to deliver, directly or indirectly, or authorise the delivery of or seek or accept the delivery of any sum of money or other thing of value other than the amounts to be paid under these terms of sale to itself or to any person or public official knowing or having reason to believe that part or all of the sum or thing will be offered, given or promised, directly or indirectly, to any person or public official for the purpose of influencing any act or decision of that person or public official, including the decision to do or omit to do any act in breach of the prerogatives of that person or public official, or to induce that person or public official to use his or her influence to affect or influence any act or decision in order to obtain or retain business or commercial advantage or to carry out a transaction in connection with the Products or otherwise as a reward for carrying out transactions in connection with the Products.

In case of breach by Buyer of the provisions of this section, Seller reserves the right to cease all commercial relations with Buyer, to cancel any

order not yet paid for by Buyer, whether delivered or in the process of being delivered and whether or not payment is due, and to cease the supply of any additional service, without notice or compensation and without prejudice to any damages and any action or claim to which Seller may be entitled as a result of such breach.

#### **16. ASSIGNMENT**

Any assignment or transfer by any means whatsoever by Buyer of all or part of its rights and obligations under these general terms of sale, an order for Products or additional services, including by way of a universal transfer of assets, transfer of assets, merger or demerger, requires Seller's prior written consent.

#### **17. INTELLECTUAL PROPERTY**

The sale of Products and the provision of additional services do not entail and shall not be deemed to constitute any assignment or transfer or granting of a licence or right to use any intellectual property rights in favour of Buyer unless otherwise stipulated in the general conditions of service or use relating to the relevant additional services. All documents, information, studies or deliverables of any kind communicated by Seller to Buyer remain the sole property of Seller, may not be communicated by Buyer to any third party without Seller's prior written consent and must be returned to Seller or destroyed at Seller's request.

Buyer is not authorised to reproduce or use in any way whatsoever any of Seller's trademarks or distinctive signs without Seller's prior written consent, subject to the exceptions authorised by law.

#### **18. MISCELLANEOUS**

No waiver by Seller of any of these general terms of sale, provisions or conditions shall be effective unless in writing and signed by or on behalf of Seller. The waiver or delay or failure of Seller to enforce compliance, seek redress or pursue remedies for breach of, or to insist upon, the strict performance of any term or condition of these general terms of sale or obligation of Buyer under the same shall not constitute a waiver of such term, condition or obligation, nor of the right to enforce compliance, seek redress or pursue remedies for any future breach of any such term, condition or obligation whether of a like or different nature. No right or remedy conferred upon or reserved to Seller under these general terms of sale is exclusive of any other right or remedy under the same or any right or remedy provided or permitted by law.

Each provision of these general terms of sale is severable and if any provision is determined to be invalid, unenforceable or illegal, in whole or in

part, under any existing or future law by a court or arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality shall not impair the operation of, or affect those portions of, that provision and these general terms of sale that are valid, enforceable and legal.

#### **19. GOVERNING LAW; DISPUTE RESOLUTION**

These general terms of sale shall be governed by, and construed in accordance with, the laws of France.

In the event of a dispute, Seller and Buyer shall endeavour to resolve it amicably. Failing amicable resolution within 30 days, the dispute may be brought before the Commercial Court of Agen which shall have sole jurisdiction, even in case of a recourse in warranty, incidental claims or multiple defendants.