

Article 1 - Scope

1.1 These general terms and conditions of sale (the "GTC") apply to any sale of products, equipment, components, goods, studies, works, services, specific developments or other supplies made by Adisens (hereinafter the "Seller") to any professional customer, whether a natural person or legal entity, acting within the scope of its professional activity (hereinafter the "Buyer").

1.2 The products and services sold by Adisens are hereinafter referred to individually or collectively as the "Supplies".

1.3 These GTC constitute the sole basis of the commercial relationship between Adisens and the Buyer. They prevail over any other document of the Buyer, including any general terms and conditions of purchase, purchase orders, specifications, correspondence or other documents issued by the Buyer, unless expressly and previously accepted in writing by Adisens.

1.4 Any order placed with Adisens implies the Buyer's full, complete and unreserved acceptance of these GTC.

1.5 No special condition, derogation, tolerance, prior practice or conflicting stipulation may prevail over these GTC without Adisens's express written consent.

1.6 The fact that Adisens does not rely, at any given time, on any provision of these GTC shall not be construed as a waiver of its right to rely on it at a later date.

Article 2 - Formation of the Contract and Contractual Documents

2.1 The contract between Adisens and the Buyer is formed solely by:

- The quotation, commercial offer or proposal issued by Adisens;
- Any specifications expressly accepted in writing by Adisens;
- Adisens's written acceptance of the order;
- And these GTC.

2.2 No purchase order issued by the Buyer shall bind Adisens unless and until it has been accepted in writing by Adisens.

2.3 Catalogues, brochures, commercial documents, diagrams, manuals, technical data, visuals, indicative prices or content published on a website are for information purposes only and shall not bind Adisens unless expressly stated otherwise in a written offer.

2.4 In the event of any contradiction between the contractual documents, the following order of priority shall apply, unless otherwise agreed in writing:

- Adisens's written order acceptance;
- The quotation or commercial offer issued by Adisens;
- The specifications expressly accepted in writing by Adisens;
- These GTC;
- Any other document.

2.5 Any amendment to an order requested by the Buyer shall be valid only after Adisens's express written acceptance. Adisens reserves the right to refuse any amendment or make it subject to an adjustment in price, lead time or technical conditions.

Article 3 - Products, Services and Specifications

3.1 The Supplies are described in the quotation, commercial offer or any technical document issued by Adisens.

3.2 The characteristics, performances, dimensions, tolerances, diagrams, drawings, weights, aspects, materials, packaging or technical data shall bind Adisens only to the extent that they are expressly set out in the contractual documents accepted in writing.

3.3 It is the Buyer's responsibility to verify, prior to any order, that the Supplies are suitable for their intended use, integration environment, regulatory constraints, mechanical, electrical, software or system interfaces, as well as the requirements of the Buyer's final application.

3.4 Unless expressly agreed in writing by Adisens, Adisens assumes no obligation to provide overall design advice, system integration, validation of the final application or conformity of the architecture of the Buyer's finished product.

3.5 Any study, recommendation, simulation, technical opinion, application support, test, prototype or technical exchange provided by Adisens is communicated on the basis of the information supplied by the Buyer, without any transfer of responsibility for the overall design or final use.

Article 4 - Prices

4.1 The prices are those set out in the quotation or commercial offer issued by Adisens.

4.2 Unless otherwise stated, prices are expressed in euros and exclude taxes, duties, insurance, customs charges, banking fees, specific packaging costs, certification costs, testing costs, storage costs, tooling costs and transport costs.

4.3 Prices shown on a website, price list or catalogue are for information purposes only. Only the price stated in Adisens's commercial offer or order confirmation shall bind Adisens.

4.4 Any commercial offer shall remain valid for the period specified therein. In the absence of any specific indication, an offer shall remain valid for thirty (30) days from its date of issue.

4.5 Prices are established according to quantities, lead times, technical scope, project assumptions, procurement costs and economic conditions known on the date of the offer. Any change to these parameters may result in a price revision.

4.6 Adisens reserves the right to revise its prices for lots not yet delivered in the event of a significant change in the cost of raw materials, components, transport, energy, exchange rates, customs duties,

regulatory constraints or costs imposed by suppliers or subcontractors, subject to informing the Buyer accordingly.

4.7 No discount, rebate, allowance, refund or special condition shall apply without Adisens's express written consent.

4.8 Any minimum order quantities, minimum billing amounts, price break levels, MOQs or distributor conditions defined by Adisens shall be binding on the Buyer.

Article 5 - Payment Terms

5.1 Unless otherwise expressly accepted in writing by Adisens, payments shall be made exclusively by bank transfer to the account indicated by Adisens.

5.2 No discount shall be granted for early payment unless otherwise agreed in writing.

5.3 The Buyer may not suspend, defer, reduce, set off or withhold any payment, in whole or in part, on account of a claim, dispute, alleged delay or counterclaim, unless previously agreed in writing by Adisens.

5.4 Direct Sales - Orders for an Amount Less Than or Equal to EUR 5,000 Excl. Tax

5.4 For any order with a total amount less than or equal to five thousand euros excluding tax (EUR 5,000 excl. tax), full payment shall be due upon order placement.

5.4b The order shall become firm and final only upon actual receipt by Adisens of the amounts due.

5.5 Direct Sales - Orders for an Amount Greater Than EUR 5,000 Excl. Tax

5.5 For any order with a total amount greater than five thousand euros excluding tax (EUR 5,000 excl. tax):

- a down payment of thirty percent (30%) of the total amount excl. tax shall be due upon order placement;
- the balance of seventy percent (70%) shall be payable within thirty (30) days from the invoice date, unless otherwise stated in the offer or invoice.

5.6 Program Orders with Partial Deliveries

5.6 In the case of a program order or any order providing for partial deliveries:

- a down payment of thirty percent (30%) of the total order amount excl. tax shall be due upon order placement;
- each delivered lot shall be invoiced separately;
- the balance due for each lot, i.e. seventy percent (70%) of the amount excl. tax of the relevant lot, shall be payable within thirty (30) days from the invoice date.

5.7 Adisens shall not be required to commence any manufacturing, procurement, capacity reservation, logistics preparation or shipment before actual receipt of the amounts due.

5.8 Any down payment paid shall remain vested in Adisens. In the event of cancellation, suspension or amendment of the order by the Buyer, Adisens reserves the right to retain the down payment as minimum compensation, without prejudice to any additional claim for the loss suffered.

5.9 Acceptance of any order remains subject to Adisens's assessment of the Buyer's financial position. Adisens may at any time require cash payment, an increased down payment, guarantees, or refuse an order if the Buyer's solvency is not considered satisfactory.

Article 6 - Late or Non-Payment

6.1 Any late payment shall automatically and without prior formal notice give rise to:

- The immediate payment of all outstanding sums, including those not yet due;
- The application of late payment interest calculated at the refinancing rate of the European Central Bank in force, increased by ten (10) points, or at any mandatory minimum applicable rate;
- The application of the fixed indemnity for recovery costs provided for by the applicable regulations;
- The immediate suspension of the performance of current orders, deliveries, services, studies, contractual warranties and any obligation of Adisens;
- The possibility for Adisens to require full advance payment for any new or ongoing order.

6.2 Any partial payment shall first be allocated to interest, penalties, fees and the oldest receivables.

6.3 In the event of non-payment, Adisens may also terminate all or part of the contract as of right, after formal notice remaining ineffective for eight (8) calendar days, without prejudice to any damages.

Article 7 - Minimum Quantities and Minimum Billing Amount

7.1 The minimum order or manufacturing quantities are defined in the quotation, offer, price list or special conditions agreed with the Buyer.

7.2 Unless otherwise agreed in writing, any minimum billing amounts set by Adisens shall apply to each order or lot shipped.

7.3 If the Buyer orders quantities below the thresholds defined by Adisens, Adisens reserves the right to refuse the order or apply a revised price taking into account the small quantities.

Article 8 - Delivery

8.1 Delivery times communicated by Adisens are given for information purposes only, unless expressly agreed otherwise in writing.

8.2 No delivery delay may justify cancellation of the order, refusal of the Supplies, application of penalties, deductions, set-off or damages, unless expressly agreed in writing by Adisens.

8.3 Deliveries shall be made according to the Incoterm stated in Adisens's offer or order confirmation, interpreted in accordance with the latest version of the Incoterms® rules of the International Chamber of Commerce in force on the date of the contract.

8.4 In the absence of a specific written stipulation:

- Deliveries to European countries may be made on a DAP basis to the place indicated by the Buyer;
- Deliveries outside Europe may be made EXW or FCA according to the terms specified by Adisens.

8.5 Risks shall pass to the Buyer in accordance with the agreed Incoterm. In the absence of an expressly defined Incoterm, risks shall pass no later than when the Supplies are made available to the carrier.

8.6 The Buyer shall provide Adisens with all information necessary for delivery: exact address, opening hours, telephone number, receiving contact, access constraints, local formalities, special requirements.

8.7 In the event of an incorrect address, incomplete details, absence of the consignee, unjustified refusal, impossibility of delivery or lack of instructions from the Buyer, any additional costs, return costs, storage costs, redelivery costs or other expenses shall remain entirely at the Buyer's expense.

8.8 In the event of partial deliveries, Adisens may make split shipments and invoice each lot separately.

8.9 Adisens may suspend or postpone any delivery in the event of payment delay, lack of necessary information, force majeure, procurement difficulties, or any circumstance beyond its control.

8.10 In the event of shortage, damage, apparent non-conformity or damage attributable to transport, the Buyer shall:

- Make precise, complete and reasoned reservations on the transport document upon receipt;
 - Confirm such reservations in writing to the carrier and to Adisens within the applicable legal deadlines;
 - Keep the packaging and goods available for inspection.
- 8.10b Failing this, no claim relating to transport shall be admissible.

Article 9 - Receipt, Apparent Conformity and Acceptance

9.1 It is the Buyer's responsibility to verify immediately upon receipt the quantity, apparent condition, references and apparent conformity of the Supplies.

9.2 Any claim relating to apparent non-conformity, shortage or apparent defect must be notified in writing to Adisens within three (3) business days from receipt, together with all supporting evidence.

9.3 In the absence of a written claim within this period, the Supplies shall be deemed definitively accepted without reservation as to their quantity, apparent condition and apparent conformity.

9.4 Use, integration, resale, transformation, commissioning or modification of the Supplies shall constitute acceptance without reservation.

9.5 For services, studies, developments, tests or works, acceptance shall be deemed acquired on the date of signature of the acceptance report or, failing that, within five (5) business days following their delivery or completion, unless written and reasoned reservations are notified within this period.

Article 10 - Samples, Testing, Qualification and Evaluation Returns

10.1 Purpose of the Samples

Samples, prototypes, pre-series units, demonstration units or products provided by Adisens to the Buyer in connection with a request for evaluation, feasibility, testing, pre-selection, validation, technical, industrial or commercial qualification (hereinafter the "Samples") are supplied solely for the purposes of analysis, testing and internal evaluation by the Buyer within the framework of the project expressly identified between the Parties.

10.2 Invoicing of Samples

10.2a Adisens reserves the right, at its sole discretion, to invoice all or part of the Samples, together with the related costs, including preparation, adaptation, internal testing, packaging, transport, documentation, engineering, technical support, project management or any other expense incurred for making them available.

10.2b Unless otherwise agreed in writing by Adisens, Samples are neither free as of right, nor refundable, nor automatically deductible from a subsequent order.

10.3 Information to be Provided by the Buyer

10.3a Before or at the time of dispatch of the Samples, the Buyer undertakes to communicate to Adisens, in a sufficiently precise and documented manner:

- The purpose of the relevant project;
- The intended application;
- The applicable technical and environmental requirements;
- The intended integration and use conditions;
- The provisional test schedule;
- The validation or qualification criteria;

- The test protocols, standards, test sequences and evaluation methods contemplated, insofar as they are available or required for the project.

10.3b The Buyer also undertakes to inform Adisens within a reasonable time of any substantial change in the test conditions, specifications, operating environment or qualification criteria.

10.4a Duty to Inform on the Test Schedule and Monitoring

10.4 The Buyer undertakes to keep Adisens regularly and fairly informed of the progress of the tests carried out on the Samples, including in particular:

- The planned start and end dates of the tests;
- Any significant postponement of the evaluation schedule;
- The main validation milestones;
- Intermediate results useful for understanding the behavior of the product;
- Any difficulty, anomaly, alleged non-conformity or critical observation identified during the tests.

10.4b The Buyer's prolonged absence of feedback shall in no event be construed as creating for Adisens any obligation to maintain an offer, availability, price, lead time, exclusivity or reserved manufacturing capacity.

10.5 Technical Feedback and Test Reports

10.5a Where Samples are supplied within the framework of a qualification, approval, pre-series or OEM evaluation project, the Buyer undertakes, subject to its legitimate confidentiality obligations towards third parties, to share with Adisens the relevant information resulting from the tests carried out on the Samples, including, where possible:

- Structured technical feedback;
- Functional observations;
- Deviations observed from the requirements;
- The test conditions that led to the observed results;
- And, where possible, the test reports, records, logs, summaries or useful technical conclusions.

10.5b The purpose of this information is to enable Adisens to objectively analyze the results, understand any deviations and, where appropriate, identify possible improvements.

10.6 No Automatic Qualification Commitment

10.6a The supply of Samples by Adisens shall in no event constitute:

- Final acceptance of specifications;
- Validation of the Buyer's final application;
- A performance commitment;
- Acknowledgement of overall compliance with all requirements of the customer, end user or OEM;

- Or a firm commitment to mass production, approval, exclusivity, reserved capacity, price stability or technological continuity.

10.6b Unless otherwise agreed in writing, Samples are supplied for evaluation purposes and do not constitute products that are definitively qualified or validated for series production.

10.7 Adisens's Right of Analysis and Technical Development

10.7a In the event that the Samples do not fully or partially meet the Buyer's expectations, requirements, qualification criteria or test conditions, Adisens reserves the right to analyze the communicated results, request additional information, and propose adaptations, corrections, optimizations or developments in design, process, settings, integration or technology.

10.7b Any alleged non-conformity or any deviation observed during testing of the Samples shall be assessed in light of:

- The specifications actually agreed between the Parties;
- The actual test conditions;
- The integration interfaces;
- The applicable technical tolerances;
- And the information communicated by the Buyer.

10.7c No unfavorable result obtained on a Sample, whether occasional, partial, non-reproducible, dependent on the integration environment or linked to a specific test protocol, may be interpreted as a waiver by Adisens of the project, an automatic acknowledgment of structural failure, or a definitive cancellation of the possibility to adapt, correct, further develop or requalify the proposed solution.

10.8 New Iteration, Adaptation or Requalification

10.8 Adisens may, at its sole discretion, propose a new Sample version, a technical development, a product variant, a change in design, component, architecture or process, with a view to meeting all or part of the project requirements.

10.8b Unless otherwise agreed in writing, any new iteration, specific adaptation, additional test campaign, additional test or renewed development may be subject to additional invoicing.

10.9 Limitation of the Scope of Sample Tests

10.9 Tests carried out on Samples have a scope limited to the perimeter, configuration, conditions and test schedule considered. They may not automatically be extrapolated to other configurations, other systems, other operating conditions or to series use without further validation.

10.10 Confidentiality and Limited Use

10.10a The Samples, together with the related data, documents, diagrams, technical information, analysis results or recommendations, remain subject to the confidentiality obligations applicable between the Parties.

10.10b The Buyer shall refrain from transmitting the Samples, documents or related information to third parties, or having them analyzed for purposes of reproduction, reverse engineering or circumvention, without Adisens's prior written consent.

10.11 No Right to Compensation

The fact that a Sample does not immediately or fully meet the Buyer's expectations within the framework of an evaluation, test or qualification phase shall not in itself entitle the Buyer to cancellation, compensation, penalties, reimbursement of internal costs, loss of opportunity, loss of market, loss of qualification or any other alleged loss against Adisens, except in the case of gross negligence or an express contractual breach demonstrated to be exclusively attributable to Adisens.

Article 11 - Retention of Title

11.1 Adisens shall retain full ownership of the Supplies sold until full payment of the price in principal, interest, fees and ancillary costs.

11.2 Until title has passed, the Buyer shall refrain from pledging, assigning by way of security, irreversibly transforming or reselling the Supplies unless the corresponding price has been paid in full to Adisens, unless otherwise agreed in writing.

11.3 In the event of non-payment, Adisens may claim restitution of the Supplies at the Buyer's cost, risk and expense. Restitution shall not constitute a waiver of the payment of the sums due or of damages.

11.4 The Buyer undertakes to keep the Supplies identifiable until full payment and to inform Adisens immediately of any seizure, claim, insolvency proceeding or intervention by a third party affecting said Supplies.

Article 12 - Contractual Warranty

12.1 Adisens warrants its Products against any defect in materials or workmanship for a period of three (3) years from the invoice date or, failing that, from the delivery date.

12.2 The warranty applies exclusively to:

- Products supplied by Adisens;
- Used, stored, installed, integrated, operated and maintained in accordance with their intended purpose, the technical documentation and the specifications communicated by Adisens;
- And under normal conditions compatible with their technical, electrical, thermal, mechanical and environmental limits.

12.3 The warranty is strictly limited, at Adisens's sole discretion, to:

- Repair of the Product;
- Replacement thereof;
- Or the issue of a credit note or reimbursement limited to the price excl. tax of the Product recognized as defective.

12.4 The warranty does not in particular cover:

- Defects resulting from improper installation, incorrect assembly or wiring, poor integration, a design defect in the Buyer's system or in the final application;
- Any use not in accordance with the specifications, manuals, recommendations or operating limits;
- Defects resulting from overvoltage, overcurrent, overload, short-circuit, excessive heating, corrosion, humidity, condensation, pollution, shock, vibration, fire, lightning, natural disaster, aggressive environment or external cause;
- Normal wear and tear;
- Products modified, opened, dismantled, repaired or altered without Adisens's prior written consent;
- The consequences of tests, validations, certifications or expected performances in the customer's final application, unless expressly undertaken in writing by Adisens;
- Defects arising from third-party components, systems, software, interfaces or equipment;
- Costs of removal, refitting, dismantling, reassembly, on-site intervention, immobilization, sorting, recall, expertise, handling, transport, loss of operation or any other direct or indirect cost other than repair, replacement or credit of the relevant Product.

12.5 Any claim under the warranty must be notified in writing to Adisens within a maximum period of fifteen (15) days from discovery of the defect.

12.6 No Product may be returned without Adisens's prior written consent and without a return authorization.

12.7 The returned Product shall be subject to a technical analysis by Adisens in order to determine the origin of the defect and the applicability of the warranty. Adisens's decision on the implementation of the warranty shall be taken in light of the technical information available.

12.8 The warranty is excluded if the Buyer has not paid in full the sums due for the relevant order or any other due invoice.

12.9 This contractual warranty is exclusive of any other express or implied warranty, subject to applicable mandatory provisions.

Article 13 - Return of Goods

13.1 No return of Supplies may be made without Adisens's prior written consent.

13.2 Any return accepted by Adisens must be subject to a return material authorization (RMA/ARM), stating in particular the reference, quantity, invoice number, serial numbers where applicable and the reason for the return.

13.3 Any return made without prior authorization may be refused, returned at the Buyer's expense or scrapped without compensation.

13.4 New, unused standard Products in their original intact packaging may exceptionally be returned at Adisens's sole discretion, under the

conditions defined by Adisens. Adisens is never obliged to accept a return or grant a refund.

13.5 In the event of acceptance of a commercial return, Adisens may, at its sole discretion:

- Refuse any refund;
 - Apply a markdown;
 - Issue a credit note;
 - Or offer an exchange.
- 13.6 Specific, customized Products, Products developed on request, Products manufactured according to specifications, non-standard Products, modified Products or Products specifically procured for the Buyer shall neither be taken back nor refunded.

13.7 The costs, risks and liabilities relating to the return shall be borne by the Buyer, except in the event of proven fault by Adisens.

Article 14 - Specific Orders, Developments and Tooling

14.1 A specific order is any order relating to:

- A customized product;
- A modification of a standard product;
- An adaptation to a specific requirement;
- A prototype;
- A new development;
- A study or service performed on the basis of specifications;
- Any tooling, test bench, trial, validation or non-standard service.

14.2 Adisens may charge the Buyer for any development, study, engineering, prototyping, testing, qualification, certification, tooling, industrialization, documentation, support or other non-recurring charges ("NRC").

14.3 Unless otherwise agreed in writing, such charges are non-refundable.

14.4 Any specific order is firm, final and non-cancellable.

14.5 In the event of cancellation, suspension, project stoppage, postponement, modification or abandonment attributable to the Buyer, Adisens may immediately invoice:

- Work already performed;
- Hours already spent;
- Studies, tests, prototypes and tooling;
- Purchases and procurements already made;
- Commitments entered into with suppliers;
- Storage, cancellation, disengagement and rescheduling costs;
- As well as any reasonably expected margin or loss of profit.

14.6 Unless otherwise agreed, tooling, developments, diagrams, technical files, prototypes, bills of materials, software, know-how, test methods and intermediate results shall remain the exclusive property of Adisens, even if all or part of the costs have been invoiced to the Buyer.

Article 15 - Program Orders and Forecasts

15.1 In the event of a program order, provisional schedule or delivery call-off, the Buyer undertakes to comply with the agreed quantities, rates and deadlines.

15.2 Forecasts transmitted to Adisens serve as the basis for procurement, capacity reservation, planning and supplier commitments.

15.3 In the event of postponement, reduction, suspension or cancellation by the Buyer:

- Adisens may invoice products completed, in progress, reserved or procured;
- Require payment for components, materials, packaging, logistics expenses or costs incurred;
- Invoice storage and rescheduling costs;
- Consider the products as having been made available;
- Suspend future deliveries;
- Or terminate all or part of the order at the Buyer's fault.

15.4 In the absence of delivery call-offs within the agreed time limits, Adisens may invoice the lots manufactured or procured as if they had been delivered or made available.

Article 16 - Intellectual Property and Confidentiality

16.1 All intellectual and industrial property rights relating to the Supplies, studies, developments, diagrams, designs, plans, prototypes, software, know-how, documents, bills of materials, processes, test results, technical data, methods, topographies, trademarks, drawings and models shall remain the exclusive property of Adisens or its licensors.

16.2 No transfer of intellectual property rights is granted to the Buyer by the mere sale of the Supplies, payment of all or part of the price, or delivery of technical documents.

16.3 Adisens is under no obligation whatsoever to communicate its design drawings, manufacturing drawings, source files, bills of materials, tooling, code, formulas, processes, internal methods or any other know-how element.

16.4 The Buyer shall refrain from reproducing, having reproduced, analyzing, having analyzed, disassembling, reverse engineering, decompiling, manufacturing or having manufactured by a third party all or part of the Supplies or related technical elements, unless expressly agreed in writing by Adisens or required by mandatory law.

16.5 The documents and information communicated by Adisens are confidential. The Buyer undertakes not to disclose, communicate or make them available to any third party, directly or indirectly, without Adisens's prior written consent.

16.6 The Buyer shall, where applicable, only benefit from a right of use strictly limited to the normal operation of the purchased Supplies. Any right of reproduction, adaptation, manufacture of spare parts,

subcontracting to a third party or reuse outside the agreed framework is excluded.

Article 17 - Liability

17.1 Adisens may only be held liable in the event of proven fault directly attributable to it.

17.2 Adisens shall in no event be liable for indirect, non-material, consequential or non-consequential damages, including in particular:

- loss of production;
- loss of operation;
- loss of turnover;
- loss of margin;
- loss of profit;
- loss of contract;
- loss of customers;
- loss of data;
- downtime;
- recall costs;
- corrective campaign costs;
- damage to image;
- or any economic or commercial loss.

17.3 In any event, Adisens's total cumulative liability, regardless of the cause, shall be strictly limited to the amount excl. tax actually received by Adisens for the order directly giving rise to the damage.

17.4 This limitation applies to all grounds of liability, whether contractual, tortious, quasi-tortious, statutory or otherwise.

17.5 Adisens shall not be liable for:

- the Buyer's choice of the Supplies;
- their suitability for the final application;
- their integration into a third-party system;
- validations or certifications not expressly undertaken in writing;
- the consequences of erroneous, incomplete or late specifications provided by the Buyer;
- or the acts or omissions of the Buyer, its customers, subcontractors, installers, carriers or other third parties.

17.6 Any action brought against Adisens must be initiated within a maximum period of one (1) year from the event giving rise to the claim or from discovery of the damage, subject to mandatory applicable rules.

Article 18 - Force Majeure and Hardship

18.1 Adisens shall not be held liable for any delay, non-performance or additional cost resulting from an event reasonably beyond its control, including: force majeure, pandemic, fire, flood, war, riot, strike, shortage, supply chain disruption, unavailability of components, logistics difficulties, supplier default, energy crisis, administrative restrictions, embargo,

climatic event, cyberattack, major breakdown, or any analogous circumstance.

18.2 The performance of Adisens's obligations shall be suspended for the duration of the relevant event.

18.3 If the event continues for more than sixty (60) days, Adisens may terminate all or part of the contract without compensation.

18.4 In the event of an unforeseeable change of circumstances rendering performance of the contract excessively onerous for Adisens, particularly due to an exceptional increase in costs, Adisens may propose a renegotiation of the contractual conditions. Failing agreement within a reasonable time, Adisens may suspend performance or terminate all or part of the contract without incurring liability.

Article 19 - Regulatory Compliance, Export and Sanctions

19.1 The Buyer undertakes to comply with all laws, regulations and restrictions applicable to the import, export, re-export, use, marketing and final destination of the Supplies.

19.2 The Buyer shall refrain from selling, transferring, re-exporting or making the Supplies available in violation of any applicable regulations on export control, international sanctions, embargoes or trade restrictions.

19.3 The Buyer remains solely responsible for obtaining any authorization, license, approval or validation necessary for its activity, the integration of its products or the marketing of its final system.

19.4 Adisens may suspend or cancel any order if its performance is likely to contravene applicable regulations or expose Adisens to legal, customs, regulatory or reputational risk.

Article 20 - Termination

20.1 Adisens may terminate all or part of the contract as of right in the event of a serious breach by the Buyer of its obligations, in particular in the event of non-payment, breach of confidentiality, infringement of intellectual property rights, communication of incorrect information, abusive cancellation or failure to comply with contractual obligations.

20.2 Termination shall take effect eight (8) calendar days after formal notice remains ineffective, except in case of urgency or non-remediable breach.

20.3 In the event of termination attributable to the Buyer, all sums due shall become immediately payable, without prejudice to Adisens's right to claim damages.

Article 21 - Partial Invalidity and Survival of Clauses

21.1 If any of the provisions of these GTC is declared null, unenforceable or inapplicable, the remaining provisions shall retain their full force and effect.

21.2 Clauses which by their nature are intended to survive the end of the contract, including those relating to payment, confidentiality, intellectual property, limitation of liability, warranty, jurisdiction and applicable law, shall remain applicable after termination of the contractual relationship.

Article 22 - Applicable Law and Jurisdiction

22.1 These GTC and any contract concluded with Adisens shall be governed by French law, to the exclusion of any conflict-of-law rules and of the United Nations Convention on Contracts for the International Sale of Goods.

22.2 Any dispute relating to the validity, interpretation, performance, termination or consequences of the contractual relationship between Adisens and the Buyer shall fall within the exclusive jurisdiction of the Commercial Court having jurisdiction over Adisens's registered office, including in the event of multiple defendants, third-party proceedings, summary proceedings or emergency proceedings.

Article 23 - Language

23.1 These GTC are drafted in the French language.

23.2 In the event of translation into another language, only the French version shall prevail between the Parties, unless otherwise agreed in writing.

Article 24 - Acceptance

24 Any order placed with Adisens and accepted by Adisens shall constitute the Buyer's full and complete acceptance of these general terms and conditions of sale.