

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

1. DEFINITIONS

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

Main Agreement : means the Main Agreement executed by the Parties which incorporates these Specific Terms by reference.

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

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

2. DELIVERY

2.1 Delivery Conditions

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

SUEZ assumes the costs and risks of transport to the place of delivery agreed with the Partner in the Order. Delivery occurs, and the transfer of risks takes place, as soon as the Equipment is made available at the agreed-upon location in the Order.

For shipments of less than three tonnes, SUEZ or any carrier acting on behalf of SUEZ is responsible for loading and unloading operations of Equipment shipment at the place of delivery for unloading.

For shipments of more than three tons, unloading of Equipment is carried out by the Partner solely using its personnel and handling equipment. The carrier cannot be asked to carry out the unloading operations for any reason. SUEZ may not be held liable in the event of an incident, particularly in the event of damage to Equipment, if this unloading rule is not respected. The Partner must take out insurance covering the risks arising from the time when the Equipment is made available at the place of delivery for unloading.

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

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

2.2 Delivery Dates

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

SUEZ may make partial deliveries unless otherwise agreed between the Partner and SUEZ and incorporated into the applicable Order.

2.3 Inspection upon delivery

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

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

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

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

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

3. WARRANTIES

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

During the warranty period, the Partner shall give notice to SUEZ as soon as it is reasonably able upon becoming aware of a breach of warranty by creating a "ticket" with the Equipment reference, serial number

(if applicable), pictures (showing the defect if visible, the batch, serial number if possible), the age and a description of the defect. A single ticket can be used for several Equipment if they belong to the same batch. All the procedure will be managed through SUEZ ticketing tool, currently being IT4US.

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

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

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

The warranty does not cover any cost to replace the non-performing Equipment, nor any cost due to impacts on the Partner's business activities, nor loss of profit, nor loss of revenue. The Partner acknowledges that Equipment might have defects and should have enough spare parts and resources to change any non-performing Equipment.

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

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

4. RETENTION OF TITLE AND TRANSFER OF RISK

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

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

In the event of non-payment of all or part of the invoices by their due date, or non-compliance with the present retention of title article, SUEZ, without prejudice to any other rights or remedies and without any

further formality than sending a registered letter with acknowledgment of receipt, may (i) demand the return of the Equipment or (ii) immediately repossess the Equipment, at the expense and risk of the Partner, and moreover, be released from any obligations it may have entered into as the initial seller of this Equipment.

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

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

5. INSTALLATION

Notwithstanding any assistance that may be provided by SUEZ as specified in the Order, the Partner is responsible for the installation and commissioning of the Equipment, which shall be at its sole expense and exclusive risk.

6. REPARATIONS

If a defect or non-conformity of the Equipment occurs after the expiration of the warranty period or if, for any reason, this defect is not covered by the applicable warranty specified in Article 4 of these Specific Terms, the Partner may request that SUEZ attempts to repair such defect or malfunction. However, SUEZ does not make any representation or warranty that all such defects can or will be repaired or that SUEZ (or the manufacturer or third-party seller) will agree to perform such repairs. For these repairs and repair attempts, the Partner agrees to pay for SUEZ's services at the then-current rates of SUEZ, plus any reasonable expenses.

7. MAINTENANCE

7.1 General provisions

All maintenance services relating to the Equipment, their terms of execution, modalities, and scope are described in the applicable Order. Unless otherwise specified in the Order, the Partner undertakes, at its own expense, to provide maintenance services for Equipment at levels 1 and 2, while SUEZ will use its best efforts to provide, at its own expense, maintenance services relating to level 3 Equipment. Not all types of maintenance are available for every piece of Equipment.

7.2 Special conditions for maintenance services relating to the Equipment

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

7.3 Exclusions

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

7.4 Warranty

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

7.5 Duration

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

8. LIABILITY

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

SUEZ shall not be liable for: (i) any loss or damage caused in whole or in part by the failure to comply with any instructions regarding the Equipment, (ii) any loss or damage caused by Equipment that has been modified or serviced by third parties other than SUEZ, (iii) any loss or damage caused by data generated by the Equipment or its use.

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

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

9. DOCUMENTATION AND TRAINING

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

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

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

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

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