

GENERAL TERMS OF SALE

Article 1. Scope:

These general terms of sale apply to all sales of Products and Services (hereinafter "**Products**" and "**Services**") by the company SUNNA DESIGN SA, a public limited company with a share capital of €202,458.90, registered with the Bordeaux Trade and Companies Register under number 538 125 402, and headquartered at 17 rue du Commandant Charcot, 33290 Blanquefort, France (hereinafter "**Sunna Design**") to any professional Buyer, regardless of their place of establishment (hereinafter "**the Buyer**"). The general terms of sale are systematically sent to or made available to the Buyer to enable them to place an order. Any order implies the Buyer's unconditional acceptance of these general terms of sale and the waiver of their own general purchasing conditions. These general terms of sale thus constitute the law of the parties for the execution of the order and prevail over any other document. However, specific terms may be agreed upon in writing by mutual consent. No tolerance of any kind, importance, and duration by Sunna Design can be interpreted as a waiver of its right to subsequently enforce these general terms of sale.

Article 2. Orders:

Upon the Buyer's request, Sunna Design will send a commercial offer specifying the price of the Products and Services according to current rates. This offer must be expressly accepted by the Buyer within a maximum period of 30 days, unless otherwise explicitly agreed by Sunna Design. The Buyer may place orders by email or mail. Only orders that conform to the commercial offer will be valid. In any case, an order, including those received or accepted by agents or representatives of Sunna Design, will only become final once confirmed by the latter. Acceptance of an order by Sunna Design may also result from the shipment of the Products or performing the Services.

Article 3. Prices:

Prices are expressed in euros (€), unless otherwise specified. They are established based on the economic conditions in force on the day of Sunna Design's offer. Our prices are net, exclusive of taxes, and without ancillary costs (shipping, packaging, special controls). Any tax, duty, fee, or other charge payable under applicable laws and regulations will be the Buyer's responsibility.

Article 4. Payment and Validity of the Order:

Unless otherwise specified, full payment of the order is required at the time of ordering. Payment will be made by bank transfer. Sunna Design reserves the right to cancel any order not fully paid and to refuse any subsequent order or delivery.

Article 5. Delivery Terms

Deliveries of Sunna Design products are carried out according to the terms defined at the time of order. The delivery time is indicative and may be adjusted based on logistical or production constraints. Sunna Design commits to informing the customer of any potential delays and will make every effort to meet the agreed deadlines. Any delay in delivery shall not result in liability for Sunna Design, nor shall it entitle the Buyer to withhold payment or cancel the sale.

Deliveries within France

For deliveries within mainland France, goods are sold under the Ex-Works (EXW) Incoterm, unless otherwise specified in the special conditions agreed between the Buyer and Sunna Design. The Buyer assumes all costs and risks associated with the transportation of the products from Sunna Design's production site or warehouse. Risk is transferred to the Buyer when the goods are made available at Sunna Design's premises.

International Deliveries

For international sales, products are delivered according to the FCA 2020 Incoterm, with delivery points in Le Havre, Marseille, or Roissy CDG Airport.

Receipt of Goods

The customer agrees to check the condition of the goods upon receipt and to report any issues in writing, with acknowledgment of receipt, within 3 days. In the absence of any claim within this period, the goods will be deemed accepted without reservation.

Article 6. Retention of Title Clause:

Sunna Design remains the owner of the Products and Services until full payment of the principal, interest, and accessories of the order and even if they have already been delivered. Non-payment will result in the return of the Products to Sunna Design at the Buyer's expense or the cessation of Services. The Buyer agrees not to remove the identification signs and marks of the Products under penalty of liability. Non-fulfillment by the Buyer of its payment obligations entitles Sunna Design to demand the return of the Products held by the Buyer. The issuance of a bill of exchange or other document creating an obligation to pay does not constitute payment under this clause.

Article 7. Force majeure:

Sunna Design shall not be held liable for the non-performance of its obligations in the event of force majeure as defined in Article 1218 of the Civil Code. In the event of force majeure continuing for a period longer than 3 months, Sunna Design reserves the right to cancel the order without any compensation.

Article 8. Intellectual Property:

Designs, studies, and documents of all kinds created by Sunna Design remain its exclusive property. The technology and know-how, whether protected by a patent or not, and all intellectual property rights associated with the Products and Services (including their shapes, trademarks, images, systems and associated software), remain the exclusive property of Sunna Design or the rights holders. Only a non-exclusive right of use is granted to the Buyer and its own clients.

Article 9. Product Warranty:

Warranty Conditions: Sunna Design warrants the Products for six (6) years from the date of the invoice. Throughout the warranty period, Sunna Design undertakes to repair or replace any Products recognized as defective due to a manufacturing or material defect. The warranty covers all components of the Products, including the battery element. Once the written and formal agreement of Sunna Design is obtained, to benefit from after-sales service, Sunna Design will confirm to the Buyer whether it is necessary to return the defective components for expertise as part of the product repair or component replacement. In such cases, the Products must be returned to Sunna Design's factory, or to any other designated representative of Sunna Design, in their original packaging accompanied by all initially provided elements. Any return of products must be accompanied by the corresponding purchase proof as well as all justifications regarding the reality of the defects, failing which Sunna Design reserves the right to refuse to take the claim into account. Sunna Design does not cover shipping and transportation costs to the repair point, nor import duties and taxes. No repair or replacement will renew or extend the warranty period. In the event of a proven defect, Sunna Design will bear the return costs to the site.

Exclusions: This warranty applies provided that the Products have been used, handled, stored, installed, and maintained under the conditions described below. Without prejudice to other exclusions or limitations referred to in this article or made known to the Buyer, are excluded from this warranty:

- Damages caused by abnormal conditions of use (including connection and assembly errors) and maintenance of the Products, as specified in the user manual;
- Incidents due to fortuitous events or force majeure or a climatic hazard such as insufficient sunlight;
- Replacements or repairs resulting from normal wear and tear of all or part of the Products, damages caused by connection errors, partial disassembly, abnormal storage conditions, or accidents resulting from negligence, installation defects, lack of monitoring or maintenance,

- and abnormal or non-conforming use as specified in the user manual. Also excluded from the warranty is any damage or defect caused to the Products following:
- Exceeding the temperature limits of the Products as specified by the Product specifications;
- Exposure of the Products to mechanical stresses and tensions not conforming to the intended use (in accordance with the technical sheet and/or user manual)
- Location in an environment not recommended (in accordance with the technical sheet and user manual)
- Alteration or repair of the Products (other than by Sunna Design or any of its agents);
- Installation, placement, and use of the products not conforming to the intended use (in accordance with the technical sheet and user manual)
- Intentional damage, misuse, negligence, or improper installation.

Note: The warranty does not apply in cases where the recommendations outlined in the user manual and/or technical sheets are not followed, particularly regarding the choice of pole or the installation environment. Any installation that does not adhere to the specified recommendations may result in the cancellation of the warranty.

Force majeure: Sunna Design's obligations under the warranty will be suspended in all cases where the non-fulfillment of an obligation is due to force majeure directly or indirectly suffered by Sunna Design and/or its subcontractors and/or any other third party involved in the execution of the order. In this respect, will notably be considered as force majeure, any event of any nature whatsoever, reasonably beyond the control of Sunna Design, such as strike or lockout at Sunna Design, one of its subcontractors and/or any other third party involved in the execution of the order, interruptions or delays in transportation regardless of the cause, shortage of specialized labor or raw materials, action or failure of public services, legal or regulatory provisions affecting the production or distribution of the Products, breakdowns or damage caused by a windstorm, sandstorm, natural disaster, an act of war, terrorism, civil disobedience, riots, acts of malice, vandalism, impacts, fire, prolonged immersion.

Precautions: Do not open the Products without written and formal authorization from Sunna Design, under penalty of warranty cancellation.

Any changes or modifications made to Sunna Design Products not expressly approved by Sunna Design imply the prohibition of the use of these Products as well as the cancellation of the warranty.

Storage Conditions: The Products manufactured by Sunna Design are Products incorporating chemical accumulators, and thus must adhere to the following storage precautions under penalty of warranty cancellation. For the ISSL, UP, and EVERGEN kit ranges (including Powerpack), maximum storage time before use of 6 (six) months, maximum storage temperature of 25°C, and do not store the Products under power.

Installation and After-Sales Service: Sunna Design does not proceed with the installation of the Products, and the Buyer is required to use a specialized installer for this purpose, who must strictly comply with the rules of the art and the manufacturer's specifications expressed in the user manual. Consequently, Sunna Design undertakes no obligation for advice or information regarding the installation of the Products, the responsibility of which belongs solely to the installer. In no case shall advice or information provided by Sunna Design at the time of the sale of the Products to the buyer be considered as advice or information for the installation of the Products.

Article 10. Service Provisions:

Purpose: The Buyer is deemed to have acknowledged the Service Contract referring to the provision of Services and to have duly accepted it without reservation.

The Service Contract defines the terms and conditions under which Sunna Design undertakes to provide the Client with Equipment and/or Software, and/or all other Services referred to in the Contract.

Duration and Warranty of the Service: In the absence of specific conditions, the duration and warranty of a Service Provision are established in accordance with the terms indicated in the Purchase Order.

Provisions relating to software: All software provided under this agreement remains the exclusive property of Sunna Design. As such, the Service Contract grants the Client only an individual right of use, which is non-exclusive, non-transferable, and cannot be assigned.

Price: This concession is granted to the Client in exchange for the payment of a lump sum specified in the Purchase Order. The rights of use of the software are granted to the Client according to a defined volume of work units, detailed in terms of quantity, threshold, or limit in the Purchase Order. Any adjustment of this volume of work units requires formal authorization from Sunna Design and may result in the payment of an additional fee in accordance with the current price.

Article 11. Liability:

The liability of Sunna Design associated with the warranty described in Article 9 is limited to the conditions described in the said article. In no case shall Sunna Design be held liable for indirect damages, whether foreseeable or not, such as a decrease in profitability, production, sales, financial loss, commercial or image damage, or any other effect induced by a malfunction of its Products. In any case, if the liability of Sunna Design were recognized, the maximum amount of compensation that Sunna Design could be ordered to pay to the Buyer shall not, in any case, exceed the sales price excluding taxes of the Products.

Article 12. Confidentiality:

The Buyer acknowledges that all technical, commercial, and financial information provided by Sunna Design must not be transmitted to another party without prior and express acceptance from Sunna Design and/or be used for applications other than those covered by Sunna Design's offer.

Article 13. Assignment:

The Buyer is in no case authorized to transfer their rights and obligations resulting from the order of Products and Services without the prior and express consent of Sunna Design.

Article 14. Flat-rate Indemnity for Recovery:

In case of payment delay, the Buyer will automatically owe Sunna Design, in addition to the late payment penalties already provided below, a flat-rate indemnity for recovery costs of 40€. Additional costs may be claimed upon justification.

Article 15. Default of Payment:

The non-payment of a delivery authorizes Sunna Design to suspend shipments and makes the amount of the Products ordered, available or in the process of manufacture, due immediately, as well as the cessation of all Service provisions. Non-payment also causes the forfeiture of the term and makes all other claims immediately due. Subject to any legal action concerning the amounts due, any delay in payment or any deferral of the due date is automatically subject to interest on arrears calculated from the initial due date at a rate of 3 times the legal interest rate without the need for a reminder.

Article 16. Jurisdiction and Governing Law:

In case of disputes regarding the interpretation or execution of these general terms of sale (and this regardless of the place of the market, delivery, and place of payment), the parties commit to making every effort to reach an amicable resolution of the dispute within a period of one month. **Should no amicable solution be reached within this period, it is agreed that the Commercial Court of BORDEAUX (France) will have exclusive jurisdiction to adjudicate the dispute, excluding any other court, even in cases of summary proceedings, multiple defendants, or a call for warranty.** The governing law for these general terms of sale and all our sales operations is French law, excluding the application of the Vienna Convention on the International Sale of Goods of April 11, 1980