

1. Scope of Application

These GTC apply to all sales of products and services between SAMSON Régulation ("We") and the customer ("Customer") within the framework of a B2B relationship in France. They replace and take precedence over all general or specific terms and conditions of the Customer and can only be modified by a written agreement between both parties, in accordance with Article L.441-1 of the French Commercial Code. Any amendment to these GTC requires written approval from both parties.

2. Quotations and Orders

Quotations are valid for 30 days unless otherwise stipulated. A Customer purchase order becomes contractual only after our written acceptance via an order acknowledgment issued by Samson Régulation SAS headquarter. In case of conflict, the order of precedence is: (1) our written acceptance, (2) these GTC, (3) the Customer's purchase order.

The Customer is obligated to provide us with complete and detailed information regarding the technical specifications, performance, usage, and intended purpose of the ordered product. Failing this, we disclaim any warranty for the delivered product.

3. Supply, Suspension, and Force Majeure

Delivery Conditions: Free Carrier (FCA) from the Vaulx-en-Velin site (current Incoterms) for deliveries within France. Delivery dates are indicative and may be adjusted in the event of exceptional or unforeseen circumstances, including force majeure (Article 1218 of the French Civil Code), machine breakdowns, supply chain disruptions, accidents affecting production sites, or serious operational issues with suppliers or transporters. In such cases, the delivery date will be extended by the duration of the delay. Partial delivery of products is at our discretion. Each partial delivery will be considered an independent transaction and may be invoiced separately. Non-compliance or delay in one delivery does not affect the Customer's obligations regarding remaining deliveries.

Delivery Deadlines: Delivery timelines begin no earlier than the date specified in the Order Acknowledgment issued by SAMSON Régulation.

In case of subsequent contract or service amendments, agreed delivery dates or timelines, and prices will be appropriately revised. New prices and timelines, if applicable, must be agreed upon in writing.

Unless otherwise explicitly stated in the Order Acknowledgment, delivery and the assessment of adherence to delivery deadlines are based on the availability of the products and/or services at our premises.

Fulfillment of Delivery Obligations: Fulfillment of our delivery obligations assumes the Customer has fully and timely performed their obligations, including the prompt provision of necessary delivery information. We reserve the right to invoke the defense of non-performance in case of Customer default.

Order Postponement or Suspension: If the Customer requests a postponement or suspension of execution or shipment exceeding 30 days, he will bear the additional storage costs and assume the risks of loss. For postponements exceeding 45 cumulative days, we reserve the right to cancel the order, with the Customer covering reasonable termination costs.

4. Warranty

We guarantee our products against material and manufacturing defects for 12 months from the first commissioning or 18 months from delivery, whichever occurs first. The warranty excludes normal wears and tears like corrosion, and erosion, as well as damages resulting from improper installation or use, or unauthorized modifications. Our sole obligation and the Customer's exclusive remedy for recognized non-conformities are the repair or replacement with identical or equivalent-function products. All claims must be submitted in writing within the warranty period. Transport costs for returned goods are borne by the Customer.

5. Prices and Payment

Prices: Unless otherwise stated, prices are exclusive of VAT, packaging, transport, taxes, insurance, on-site assembly, reception testing, or commissioning. We reserve the right to adjust prices in case of significant changes to economic or legislative factors impacting production or supply costs. Price changes will be notified to the Customer in writing, supported by justification, and will apply 10 days after notification.

Payment Terms: Payments are due within 30 days from the invoice date, in accordance with Article L.441-10 of the French Commercial Code. Late payments incur interest at three times the legal rate, plus a fixed indemnity of EUR 40 for recovery costs (Article D.441-5 of the French Commercial Code).

Payment Guarantees: If the Customer's solvency is insufficient, we may require advance payment or a payment guarantee. Failure to pay or provide a guarantee authorizes suspension or unilateral termination of services.

6. Retention of Title

Products remain our property until full payment of the principal and ancillary amounts, in accordance with Article 2367 of the French Civil Code. The Customer agrees to keep the products in good condition under their sole responsibility and to insure them. In case of non-payment, we reserve the right to recover the products at the Customer's expense, upon simple request, at any location and time. The Customer cannot sell, assign, or modify the products before the transfer of ownership.

The Customer must immediately inform us in writing of any deterioration, partial or total destruction, loss, or fraudulent removal of the products under retention of title and take necessary measures to safeguard our rights. Notwithstanding the retention of title, all risks relating to the products are borne by the Customer.

In case of collective insolvency proceedings involving the Customer, he must promptly inform us to enable recovery of the products. The Customer must also notify the insolvency administrators of the retention of title.

7. Limitation of Liability

Our liability is strictly limited to the order value for any direct damages, in accordance with Articles 1231-3 et seq. of the French Civil Code. We disclaim liability for indirect or consequential damages, including but not limited to loss of profit or business interruption. These limitations apply unless otherwise stipulated by law.

8. Confidentiality and Intellectual Property

The Customer agrees not to use or disclose technical information, patents, or commercial documents without our written consent. We grant a non-exclusive, royalty-free, perpetual, irrevocable, and non-transferable global license to use intellectual property rights embedded in our products solely for their operation, maintenance, and servicing. All materials, drawings, software, or technical information provided remain our exclusive property.

9. Order Modifications

Customer-requested changes to quantities, product nature, or deadlines must be made in writing. In such cases, we will inform the Customer of potential price or timeline adjustments, which will take effect upon our written acceptance.

10. Export and Import Conditions

The Customer agrees to comply with all applicable export and import laws and regulations, including French and European laws. Products must not be used or exported in violation of these laws. The Customer bears sole responsibility for any customs compliance violations.

During the delivery period, we reserve the right to make changes to the design, form, color, or volume of the materials supplied, provided that such changes do not disrupt the agreed-upon use of the product as specified in the order.

Unless otherwise stipulated, the data regarding volume of materials supplied, characteristics, dimensions, weight, etc., of the product indicated in the technical data sheets valid on the contract date are integral to the contract; however, they are for informational purposes only and are not guaranteed properties.

11. Cancellation and Termination

Cancellation: Orders cannot be canceled without our written consent. Cancellation fees covering incurred costs may apply.

Termination for Breach: We may unilaterally terminate the order for material non-compliance by the Customer, including non-payment, following written notice and a reasonable rectification period.

12. Exclusive Remedies Clause

The remedies provided herein are exclusive for the Customer in case of non-compliance with our obligations. Our total liability, whether contractual, warranty-based, or tort (including negligence), indemnity, strict liability or otherwise, will not exceed the contractual value of the goods or services concerned. No other remedies, including unspecified damages, are available unless otherwise stipulated by law.

Amendment

The following provisions supplement Article 3 of the 2025 GTC rev01 relating to force majeure:

Effective Date

This amendment enters into force on March 11, 2026.

Context

It has been established due to major geopolitical events affecting the Middle East region since February 28, 2026, the date on which disruptions likely to impact the performance of our obligations began.

Scope of Application

This amendment applies to all orders for which the order acknowledgment is dated after March 11, 2026.

For prior orders, the force majeure provisions set out in our 2025 GTC rev01 shall remain applicable.

Additional Geopolitical & Sanctions-Related Effects in Iran

In addition, major geopolitical instability in the Middle East—such as disruptions to transportation routes or regional infrastructure caused by the recent conflict affecting Iran and neighbouring states—as well as newly imposed or expanded international sanctions applicable to Iran or related entities, shall be deemed force majeure whenever they prevent or materially hinder performance or make execution commercially unreasonable.

Where such events occur:

Deadlines

Delivery timelines shall be automatically extended for the duration of the impediment, including any additional delays resulting from rerouting, congestion, export controls or governmental restrictions. Extensions also apply where performance remains technically possible but only under substantially altered logistical or regulatory conditions.

Costs

If these events lead to a material increase in logistics, transportation, compliance or procurement costs, we may apply a reasonable price adjustment reflecting such additional expenses strictly beyond our control. The Customer shall cooperate in good faith and shall not unreasonably withhold acceptance of such adjustments.

Suspension Rights

We may suspend performance—without liability—if sanctions, export restrictions or conflict-related disruptions make execution unlawful, unsafe, or commercially impossible. Suspension may continue until conditions permit resumption, or, if the impediment persists beyond a reasonable period, we may terminate the affected parts of the contract without liability.

Customer Responsibility

The Customer shall bear all consequences, delays, costs or losses arising from its own non-compliance with export-control, sanctions, end-use or end-user restrictions, or from incomplete, inaccurate or delayed information provided by the Customer or its supply chain. The Customer shall indemnify and hold us harmless from any claim, penalty or cost resulting from such non-compliance.