



STANDARD TERMS & CONDITIONS OF SALE RADIALl USA, Inc.

These Terms and Conditions of Sale (hereinafter "Terms and Conditions") shall apply to any and all offers issued by Radiall USA, Inc. ("Radiall"), and to any and all Agreements (as defined below) entered into between Radiall and the Buyer. These Terms and Conditions shall constitute the entire agreement between Radiall and the Buyer with respect to the sale and delivery of Products and the performance of any work by Radiall, and no variation or waiver or addition to these Terms and Conditions shall be binding unless expressly confirmed by Radiall in writing. Any and all terms and conditions appearing on the Buyer's purchase order or any other documents issued by the Buyer shall be of no force and effect unless expressly accepted in writing by Radiall.

1. DEFINITIONS.

"Affiliate" means with respect to Radiall USA, Inc. any entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with Radiall USA, Inc.;

"Agreement" means any agreement that references these Terms and Conditions, including but not limited to, in decreasing order of priority: (i) a long term or master agreement (if any), (ii) special terms and conditions, (iii) the offer, (iv) the purchase order, and (v) these Terms and Conditions;

"Buyer" means the buyer of Products from Radiall;

"Products" means any and all products, spares, material, parts and/or services that are required to be delivered pursuant to, or in connection with, a purchase order.

2. OFFERS AND ORDERS. Unless previously withdrawn, Radiall's offer is opened for acceptance within the period stated therein, or if no time limit is specified, within thirty (30) days from the date thereof. Any purchase order received by Radiall, whether in response or not to such offer, and any agreement and contractual change shall only be binding on Radiall at such time as Radiall gives to the Buyer its written acceptance thereof and subject to Buyer's compliance with Section 10 "COMPLIANCE" below. All price lists, brochures and other literature are as accurate as possible. They shall only be binding on Radiall if they are expressly confirmed in writing. Each purchase order will mention: (i) the designation of the Buyer issuing the purchase order, (ii) the contact details of the person in charge of the purchase order, (iii) the date, the reference number of the purchase order and the Agreement (if any), (iv) the designation of the Radiall entity, (v) the ordered Products, the delivery dates, delivery place and Incoterm, (vi) the price, payment terms and the billing address, and (vii) the reference of Radiall's quote related to the purchase order. No order may be cancelled by the Buyer without the written consent of Radiall. The Buyer shall indemnify Radiall against all costs incurred by Radiall in connection therewith. Notwithstanding anything to the contrary agreed in writing by Radiall and Buyer, Buyer shall support cancellation fees including the order amount and handling charges.

3. PRICES. Prices are quoted for delivery of the stipulated quantities of Products to the agreed delivery point in accordance with Free Carrier (FCA) ICC Incoterms (2020) (or as otherwise specified in the Agreement). Prices are exclusive of any value added tax or similar sales taxes. Unless otherwise agreed in writing, all prices are expressed in USD (U.S. Dollars). Quoted prices are based on the costs factors prevailing at the date of the relevant offer including but not limited to costs of materials, raw materials (including precious metals), standard packing and packaging, labor, energy, transportation, insurance, exchange rate and any other cost elements affecting production and delivery. Radiall reserves the right, at any time prior to delivery, to adjust the contractual price of the affected order lines in the event of any increase in one or more of the aforementioned cost factors compared to the costs included in the offer. Unless otherwise agreed, any such price adjustment shall be calculated by reference to recognized market indices or benchmarks applicable to the relevant cost components, including, where applicable, the London Bullion Market Association (LBMA) prices and/or any other relevant commodity indices published by recognized organizations. The adjusted price shall be determined by applying the variation between the index value at the date of the offer and the index value at the date of invoicing or delivery. Such price adjustment results exclusively from the mechanical application of the indexation formula and does not involve any discretionary power on the part of Radiall. Radiall shall notify the Buyer of any price adjustment as soon as reasonably practicable. Any such adjustment shall be binding on the Buyer and shall not give rise to any right of cancellation, termination or compensation. If the reference index is discontinued, materially amended or ceases to exist,

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8950 South 52nd Street, Tempe, AZ – USA

Phone: 480-682-9400 Fax: 480-682-9403 - E-mail: infousa@radiall.com



the parties shall agree in good faith on an equivalent replacement index and any necessary technical adjustments to preserve the economic balance of the price adjustment mechanism. The replacement index will apply from the date the original index was discontinued, materially amended or ceased to exist. In addition, Radiall shall be entitled to pass on the Buyer any increase in price resulting from changes occurring after the date of the quotation in applicable laws or regulations, including but not limited to taxes, duties, tariffs, levies or compliance costs. Final price may also vary in the event applicable regulations change prior to order acceptance and/or shipment. Radiall reserves the right to update the pricing accordingly.

4. PAYMENT. Unless otherwise agreed in writing or mentioned in the order acknowledgement of receipt by Radiall, all invoices are net and are due for payment within thirty (30) days from the date of the invoice. Interest on late payment will be charged to the Buyer at a rate of one and half percent (1.5%) a month (or part month) on the amount still outstanding from the first day of late payment. In addition, all costs and expenses, legal judicial or otherwise, incurred by Radiall in recovering the sums due shall be fully borne by the Buyer. If the Buyer fails to effect payment on the due date, Radiall reserves the right, in addition to any other legal rights and remedies available to it, to suspend further deliveries of Products until payment is received from the Buyer, and/or to terminate the Agreement seventy-two (72) hours after having sent a written notice (registered mail with return receipt) which has not resulted in the default being remedied. Should the Agreement be terminated by Radiall, the Buyer will be liable to Radiall for any damages and the price of all Products actually delivered or completed and ready for delivery. Radiall further reserves the right to claim the fair and reasonable price for partly completed Products based on manufacturing costs up to the date of termination. Radiall reserves the right at any time, even in the course of performance of the Agreement, to require the Buyer payment in advance and/or to furnish a guarantee of payment whose terms shall be agreed upon in writing by Radiall.

5. CREDIT LIMIT. Radiall may grant a credit limit to the Buyer. Such credit limit may be revised or discontinued by Radiall upon written notice to Buyer in accordance with changing business conditions. If Buyer has outstanding invoices in excess of the credit limit or requests delivery of Products which would cause the total outstanding to exceed the credit limits then Radiall may, at its sole discretion, reject further purchase orders, cancel and/or withhold delivery of purchase orders placed and request advance payment. If any delivery of products is cancelled or delayed due to Buyer exceeding the credit limit Radiall is not liable for any losses or damages incurred by Buyer.

6. DELIVERY. Unless otherwise agreed in writing, all deliveries of Products shall be made Free Carrier (FCA) in accordance with ICC's Incoterms (2020 edition). All risks of loss or damage to the Products shall pass from Radiall to the Buyer when the Products are delivered to the Buyer in accordance with the agreed Incoterms (2020 edition). The Buyer may not change the delivery date or location without Radiall's prior written agreement. Radiall may make partial deliveries which will be invoiced individually. Lead-times specified for delivery of the Products are given and intended as estimates only unless otherwise confirmed in writing by Radiall. The applicable delivery times are those indicated in the order acknowledgement of receipt and run from the date of the order acknowledgement of receipt. Where a firm delivery date has been expressly agreed upon, no delivery shall be considered overdue until the Buyer has made a written request for delivery and given Radiall a reasonable opportunity to comply therewith. If a new delivery period has been agreed upon with Buyer after Radiall has given an early warning of probable delayed delivery date, the period shall run from the new time agreed delivery period. In the event of any variations in the order requested by the Buyer and accepted in writing by Radiall, Radiall may set a new delivery date without any compensation due to the Buyer. The Buyer shall inspect or cause to be inspected the delivered Products and shall notify Radiall in writing of any discrepancy regarding the quantity, specification or quality of the Products in relation to the order within fourteen (14) days of delivery of the Products. Once this time period has elapsed, the Buyer shall be deemed to have accepted the Products and shall not claim any guarantee of conformity or compensation of any kind whatsoever. If a notification is made within the fourteen (14) day period, Radiall will, at its sole discretion, repair or replace the incorrect Products and/or deliver additional Products to meet the ordered quantity and the Buyer will not be entitled to any compensation whatsoever. The Buyer shall not return any Products without the prior written permission of Radiall. Freight and insurance cost for return of non-conforming Products to Radiall will be borne by the Buyer. In case any returned Product is being found on investigation by Radiall to be conform to the specifications of the order, Radiall is entitled to charge the Buyer all costs incurred by Radiall in connection with Buyer's claim. Submitting a claim shall at no time release the Buyer from its obligations under the Agreement.

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7. RESERVATION OF TITLE. Title to any Products sold under any Agreement shall pass to the Buyer, at the latest, (i) when Radiall has received payment in full of all sums invoiced together with any interests accrued thereon and other charges, or (ii) upon delivery of the Products. In the meantime, Radiall shall remain the full legal and beneficial owner of the Products and the Buyer shall hold any proceeds of sale of the Products as trustee or as bail for Radiall free from any charge, lien or other encumbrance. The Buyer agrees that it will assign to Radiall upon Radiall's request all of its rights under a contract of sale against any subsequent buyer of the Products or any of them or of the equipment in which the Products have been incorporated. Until such time as title to the Products passes to the Buyer or until such time as the Products are sold, the Buyer shall keep the Products fully insured with a reputable insurer and shall store them in such a way as they can be readily identified as being Radiall's property. Radiall has the right to recover possession of all or any of the Products or to seize any of the Products at any time and is entitled to enter upon any of the premises of the Buyer for the purpose of doing so. If the Buyer makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated bankrupt or insolvent, has any proceedings commenced against it for reorganization, readjustment of debt, dissolution or liquidation, or has its business wound up, Radiall shall be entitled, as permitted by applicable law, to (i) claim back as its property any Products delivered but not yet paid for or not paid for in full, and/or (ii) terminate upon written notice the Agreement, without prejudice to its rights to claim compensation for any losses or damages resulting thereof.

8. WARRANTY. Unless otherwise agreed in writing, Radiall warrants the Buyer for a period of twelve (12) months from the date of shipment that the Products supplied by Radiall shall be free from defects in material and workmanship and conform with Radiall's technical specifications pertaining to the Products specified in Radiall's technical data sheet or catalog. During the warranty period, Radiall undertakes, at its sole option, either to repair or replace the non-conforming Products or credit the Buyer the purchase price of such non-conforming Products. In order to benefit from the present warranty, Buyer shall immediately notify Radiall the defects discovered and shall give to Radiall all evidence and justification available. The Buyer must obtain Radiall's prior written consent before any return of Products. It is hereby agreed that Products must be returned complete, in their original packaging and in good condition. The title of the returned Products shall pass to Radiall upon their reception within Radiall premises. It is expressly agreed between the parties that the warranty defined herein shall not cover non-conformities and/or defects resulting from : (i) the connections between the Products delivered by Radiall and any other product and/or components supplied by a third party to Buyer, (ii) the normal wear and tear of the Products, (iii) an assembly and/or use and/or handling of the Products contrary to the instructions given by Radiall or to the state of art, (iv) stocking of the Products contrary to the instructions given by Radiall or to the state of art ; in particular the Products must be stored in their original packaging, indoors under controlled temperature and humidity conditions and must be protected from the sun, (v) repair and/or alteration of the Products by Buyer or a third party without Radiall's prior written approval, (vi) errors, omissions or lack of correct information in the drawings or other technical specifications supplied by Buyer, (vii) any individual components, subassemblies and/or raw material of the Products procured from a supplier selected by the Buyer and (viii) any prototypes. In case any returned Product is being found on investigation by Radiall to be outside the scope or duration of the warranty or the fault being unconfirmed, Radiall is entitled to charge the Buyer all costs incurred by Radiall in connection therewith. The Buyer must receive a Return Material Authorization number from Radiall prior to returning non-conforming Products covered by Radiall's warranty. The Buyer shall provide Radiall with any relevant information for a Product defect analysis, including without limitation the concerned Product traceability. The Buyer shall comply with the instructions of the Return Material Authorization for the identified defective Products' return or destruction. In case of non-compliance with Radiall's instructions within thirty (30) calendar days, Radiall shall not be liable for any and all damages caused by the defective Products and such Products shall no longer be covered by the warranty herein described. Therefore, the Buyer shall not be entitled to claim any indemnification.

Freight and insurance costs for return of non-conforming Products to Radiall will be borne by the Buyer, at Buyer's risks, and freight and insurance cost for the delivery of repaired Products and replacement Products to the Buyer will be borne by Radiall. Repair or replacement of Products shall not extend the original warranty period. Radiall shall not be liable for costs, expenses and any other damages or losses associated with inspection, test, removal, reassembly, rework operations incurred as a reason of Products defaults and repair or replacement. Radiall grants no warranty against non-conformities or defects known by Buyer at the time of the delivery of the Products or discovered by the Buyer after the

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above-mentioned warranty period. The warranty given in this Section constitutes the only representations and warranties made by Radiall and any other warranties, whether express or implied by law or otherwise, such as fitness for purpose or merchantability, are expressly disclaimed and excluded.

9. TOOLING. All tools, molds and fixtures which are developed by Radiall under the Agreement or made by Radiall under any purchase order from the Buyer shall be and remain at all times the exclusive property of Radiall.

10. LIABILITY. In no event shall Radiall be liable, whether under contract, tort, statute or otherwise for indirect, immaterial, special, punitive, non-consequential, incidental, economic or financial damages or losses, including but not limited to loss of business or goodwill, loss of revenue or loss of profits. Except for bodily injuries (including death) for which no limit of liability shall apply, and subject to the provision above, in case Radiall would be held liable towards the Buyer or any third person for any damage, it is hereby expressly agreed that Radiall's liability will not exceed (i) the price of the Product(s) giving rise to the claim or (ii) the amount of 200.000 (two hundred thousand) US Dollars or equivalent local currency, whichever is the lesser, for any and all claims notified within each single calendar year period. No claim, demand or action may be brought after the applicable statutory limitation period following the cause of claim, demand or action arose without the possibility of contractual waiver or limitation. Radiall's liability given in this Section constitutes the maximum liability incurred by Radiall and shall be inclusive of any remedies provided in law or equity or otherwise.

11. INDEMNITY. The Buyer shall indemnify and hold Radiall harmless from any liabilities, claims, costs (including reasonable attorney's fees), expenses and damages in connection with the infringement by Radiall of a third party's patent, copyright or other intellectual property right which arises from (i) Radiall's compliance with the Buyer's design or specifications or (ii) the incorporation of Radiall's Products in other products or equipment.

12. INTELLECTUAL PROPERTY. Radiall shall remain the sole owner of the samples, projects, designs and all other documents made by Radiall in the framework of this Agreement, which shall not be disclosed to third parties nor used without Radiall's written consent. The technology and know-how, patented or not, which are part of the Products as well as all industrial and intellectual property rights relating to the Products shall be the exclusive property of Radiall.

13. COMPLIANCE. For the purpose of the present Section, the following definitions are added to the Terms and Conditions:

"International trade sanction" Any sanctions, laws, regulations, rules or restrictive measures implemented by the US Government through the Office of Foreign Assets Control (OFAC) of the US Treasury, the Bureau of Industry and Security (BIS) of the US Department of Commerce, the United States of America, the United Nations Security Council, the European Union and/or the French Republic through the Direction Générale du Trésor (DGT), the United Kingdom through Her Majesty's Treasury (HMT) of the UK Treasury and any other equivalent competent authority, including any authority located in the People's Republic of China, when they are applicable.

"Prohibited Market": Belarus, Russia and any country or region under comprehensive sanctions, i.e. Cuba, Iran, North Korea, Syria, the Crimean Peninsula, Donetsk area and Luhansk area on the issue date of the present Terms and Conditions.

"Restricted Party" any individual(s) or entity(ies) on any applicable list of restricted/sanctioned parties.

Each Party shall at all times comply with all applicable laws, regulations and standards. Ethical standards are notably specified in the Radiall Group's Ethical and Social Code of Conduct, (available at the following link: <https://www.radiall.com/about/ethics-and-compliance>). As such, the Buyer undertakes to comply with the rules set out in this document, or to comply with the rules of its own Code if these are strictly equivalent. In addition, Buyer commits to be consistent with, including but not limited to the principles of the Universal Declaration of Human Rights, the UN Global Compact and Convention on the Rights of the Child and conventions of the International Labour Organization.

Anti-bribery. Each Party shall comply with applicable anti-bribery and anti-corruption national law, including but not limited to the US anti-bribery law (Foreign Corrupt Practices Act).

Export Control. Buyer acknowledges that the Products supplied by Radiall under these Terms and Conditions may be subject to export and import control laws. Buyer agrees to strictly comply with all such laws and regulations, including without limitation US and French export and import laws, and not to support any circumvention of such laws and

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regulations. In this respect, the purchase order shall be binding provided however that Radiall has obtained the relevant license and has received the non-re-export certificate duly signed by the Buyer. Buyer shall not export any information or technical data prepared by Radiall or by Buyer under these Terms and Conditions to any individual or country for which an export license or other any governmental approval is required or for which an embargo has been imposed without first obtaining such license or approval. Buyer shall provide all documentation which may be requested by law, regulation or reasonably requested by Radiall regarding the import, export and or re-export of Products, in particular without limitation end-user declarations or non-re-export certificates. Buyer shall exercise due diligence in executing sanction and embargos assessments and in investigating the end-use of the Products supplied by Buyer. Buyer shall prevent the supply of Products for any suspected uses in any nuclear explosive activity or unsafeguarded nuclear fuel-cycle activity or for the design, development, production, storage or use of nuclear, chemical and biological weapons or their delivery systems, and for facilities engaged in such activities.

International Trade sanctions. Buyer hereby undertakes to comply with any applicable International trade sanction during the performance of these Terms and Conditions.

Buyer confirm that neither he nor, to the best of its knowledge, any of its directors, officers, legal representatives, employees, agents, contractors, subcontractors or any third party involved in activities concerned by these Terms and Conditions (in particular end-users), nor its affiliates involved in activity concerned by these Terms and Conditions:

- is owned or controlled, directly or indirectly, by a Restricted Party;
- owns or controls a legal person or entity which is a Restricted Party;
- is engaged, directly or indirectly, in any activity prohibited under International trade sanction;
- is located in a Prohibited Market.

Buyer certifies that it will not engage, in connection with the performance of these Terms and Conditions, directly or indirectly, any person or entity that is a Restricted Party or which is directly or indirectly majority-owned or controlled by one or more Restricted Party. If the Buyer finds out that, in connection with these Terms and Conditions, it is engaged with a Restricted Party, it shall immediately notify Radiall. Buyer commits not to sell, resell or send, directly or indirectly, any good delivered by Radiall to a Prohibited Market in connection with these Terms and Conditions.

Personal data. In the event and to the extent that Personal Data is collected from one party ("the Data Controller") and processed or used by the other party ("the Data Processor") during and for the performance of these Terms and Conditions, the parties shall at all times comply with all applicable national Personal Data protection laws and regulations in force during the term of these Terms and Conditions. The parties mutually agree to enter into negotiations to determine appropriate measures to ensure compliance with the aforementioned laws when needed.

Violation of the Compliance Section. Buyer acknowledges and agrees that any failure to comply with this Section by itself or by its subcontractors would constitute a material breach entitling Radiall to terminate any purchase order and/or Agreement, at Buyer's exclusive costs and expenses and without prejudice to any other remedy.

14. CONFIDENTIALITY. Radiall and Buyer shall maintain in strict confidence and shall not, without the other party's prior written authorization, disclose to third parties any documents and confidential information designated by the disclosing party as confidential, and furnished to the other party pursuant to the Agreement. The receiving party shall not use the other party's confidential information for any other purpose than the performance of the Agreement and shall communicate it to its employees only on a "need to know" basis. The parties' obligations under this Section shall survive the termination of the Agreement.

15. FORCE MAJEURE. Radiall shall not be liable for the non-performance or delayed performance of any of its obligations under the Agreement, if such performance is hindered or delayed by an event which is beyond Radiall's reasonable control, including, without limitation, acts of God, war, civil unrest, embargos, natural disasters, fire, explosions, accidents, strike, lock-out and other general labor disputes, impact of government shutdowns, exceptional weather conditions, breakdown or general unavailability of transport facilities, general shortages of energy and materials. The performance of Radiall's obligations shall be suspended for the term of the Force Majeure event.

16. TERMINATION.

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Radiall may terminate the Agreement:

- with a thirty (30) days' prior notice, without justification or obligation for compensation; or
- if the Buyer fails to perform any of its obligations, unless the breach is remedied within fifteen (15) days after the Buyer receives written notice from Radiall; or
- immediately by written notice if the performance of the Agreement is suspended for more than two (2) months due to a Force Majeure event, without compensation; or
- immediately and without liability in the event of a change of control of the Buyer or the significant sale of assets, termination taking effect upon receipt of the notice by the Buyer, or
- as per conditions specified in Section 7 "Reservation of Title" above.

17. APPLICABLE LAW. The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising, under, out of, or in connection with this Contract, which could not be settled amicably, shall be settled in accordance with the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. The arbitration proceedings shall take place in Phoenix, Arizona. The arbitration award shall be final and binding and shall be enforceable in any court of competent jurisdiction.

18. MISCELLANEOUS PROVISIONS. If any of the provisions hereof is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect. Any delay or failure of Radiall to enforce at any time any provision hereof shall not constitute a waiver of the right thereafter to enforce each and every provision hereof. Unless agreed otherwise between the parties, the Buyer shall be responsible for the waste Products' collection, treatment, recycling, recovery and shall be liable for the associated costs. The Buyer shall not assign the Agreement in whole or in part to any third party without Radiall's prior written consent.

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