

ADIWATT (simplified joint-stock company) general sales and business terms
relating to **photovoltaic systems, buildings, carport and PV plants**

ARTICLE 1 – OBJECT AND SCOPE

1.1 Any order implies full and unreserved acceptance of our present general sales and business terms, which exclusively govern the relationship between ADIWATT, (hereinafter the seller) and its buyer and which prevails over any other document from the buyer, in particular its own general conditions of purchase, unless otherwise exceptionally agreed by the seller.

1.2 The present general conditions apply to all the sales concluded by ADIWATT (simplified joint-stock company) (hereinafter the seller) to any professional buyer (hereinafter the buyer) of installation photovoltaic plant whether the support is sold, or not, by the seller.

1.3 Photovoltaic power plant means the integration system(s), the photovoltaic panels, the inverters, wiring and all other accessories and spare parts necessary for the realization, whole or partial, of a solar power generation plant (hereinafter the « power station »). Support means building, carport, PV plant or any other structure intended to receive the power station (hereinafter the « support »).

1.4. The fact that the seller does not prevail at a given time of any of the terms of these conditions of sale would not be interpreted as waiving the right to use these terms and conditions of sale at a later date, nor a tacit waiver of the provisions of the contract.

If one or the other of these clauses or the stipulations of the contract were declared or became null and void or were cancelled under the applicable law, the application of the other clauses or contractual provisions, this would not call into question the validity of the other clauses.

The parties undertake to negotiate in good faith the replacement of the disputed clause by a clause respecting as much as possible the initial wishes of the parties and respecting the economic conditions of the contract.

1.5. The client expressly recognises himself as a knowledgeable professional within building and/or photovoltaic field, and must acknowledge having full competence in the installation of photovoltaic panels and the maintenance of energy systems.

The client recognises as authorised any professional body legally recognised by the competent authorities in force.

The client confirms and is able to justify that an organisation has mandatorily certified its specific knowledge, its professional and technical qualifications, those of its employees or its subcontractors as well as its know-how in order to be able to install any photovoltaic installation, including panels, up to the installation of the electrical safety devices.

The customer expressly acknowledges that he is regularly insured by a valid Civil and Professional liability insurance contract, by a valid decennial professional civil liability insurance contract, and by a valid all-risk construction site insurance contract.

In addition, the customer must have taken the necessary steps to ensure that his multi-risk insurance contract includes the future equipment from the reception and the need to take out civil liability insurance covering damage caused to third parties specific to photovoltaic installations.

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The customer must inform his end customer of all the specific risks for the user of the installation.

The customer must check the load capacity of the roof frame on which the installation will be carried out and this definitely before the start of work on an existing roof.

The customer must be able to justify compliance with all standards and building regulations (DTU) relating to the support of the solar generator.

Likewise, it is the customer's responsibility to justify the conformity of the construction and the installation with regard to standard NV65 (Snow and Wind) which determines the values of climatic overloads and which specifies the methods of evaluation of the corresponding resistance forces depending on the climatic constraints inherent in its geographical environment.

The customer agrees to comply with the installation manual of the manufacturer's photovoltaic module.

The customer certifies that he scrupulously respects the installation instructions of the seller as per his order and the layout plan.

The customer agrees to use only the screws, bolts, and fixing / anchoring systems provided by the seller.

Any use of external equipment would automatically result in any refusal and forfeiture of warranty on the part of the seller.

ARTICLE 2 -CUSTOMER ACCOUNT OPENING

An account opening is carried out with the seller for the professional client acting with full knowledge of the facts and perfectly familiar with photovoltaic installations.

The payment terms are included there and the customer accepts in advance the principle of a permanent direct debit in favour of ADIWATT.

The customer declares to have read the general conditions of sale and to accept them.

The customer must attach prior to the first order his bank details (RIB) as well as a trade registration extract (K bis) from his company dated less than 3 months and which will be renewed and updated for all new orders.

Unless the customer advises otherwise, SAS ADIWATT delivers its invoices in electronic format to the e-mail address that the customer has given previously.

The customer agrees to receive his invoices in electronic format.

Invoices are payable by opening an account. The customer accepts the direct debit by magnetic LCR (bill of exchange) according to the defined payment terms.

The customer accepts in advance the principle of a permanent direct debit in favour of SAS ADIWATT, its supplier.

In the event of a payment incident not settled within a week, SAS ADIWATT reserves the right to close the customer's account.

ARTICLE 3 - QUOTATION, PREREQUISITES and ORDERS

3.1.As the buyer is a professional specializing in the field of photovoltaics and construction, he himself determines his needs and provides the Seller with all the information he would need for

the sale of the equipment.

The buyer must first provide all the characteristics of his project which are exact and unchanging.

These characteristics must have been checked beforehand, before the technical study, by the buyer and his client. The buyer has taken care to verify that the existing roof is technically and administratively capable of receiving the installation before presenting his project.

The buyer has checked that the building or the installation site of the equipment is accessible to any construction machinery required, that the roof or its frame intended to receive the installation, if applicable, is in good condition for allowing installation without the presence of asbestos or toxic materials and that the surface is sufficient.

In addition, it is always up to the buyer to ensure that the characteristics of the equipment offered by the Seller correspond to his needs, both in terms of performance and in terms of the possibilities of implementation.

The customer is personally responsible for the contractual relations and the legal framework allowing him to benefit, if applicable, from the obligation to purchase electricity produced from renewable energies from an operator authorized for this purpose as well as the price changes.

The seller cannot be held responsible in these respects.

3.2 Quotation : The buyer will have to control and check each mention of the quotation.

Once the quote is signed, the buyer acknowledges having been informed, advised and warned about the use and maintenance of the equipment and recognizes that the equipment is adapted to its needs.

Validity of quotes : The quotation is valid for 15 days, from the date on the estimate under current economic conditions.

It is revised according to the evolution of the prices of the costs of raw materials and transport. Failing this, and or in the event that the period of validity of the estimate is outdated, the order is either extended by the Seller, or considered as cancelled and the Seller reserves the right not to proceed with the delivery of the ordered material after having notified the buyer.

3.3 Prerequisites : In the event of a sale without installation by the Seller, the buyer must ensure that the primary structure of his building is able to support the photovoltaic plant.

The buyer must have the calculation note for his existing primary installation checked by the control office of his choice and have been approved.

The buyer must ensure that the frame receiving the integration system is strictly flat.

He must ensure that the integration system will be properly installed by an experienced roofer having all the insurances and guarantees for the exercise of his profession in force at the said time of the installation of photovoltaic plants, and he will scrupulously respect the layout plan, the installation instructions.

This professional must only use the screws and / or bolts supplied with the integration system.

The buyer must have had the layout plan and the installation instructions signed by the professional installer.

If the latter has not received it, the buyer must request it before installing any part of the integration system.

The seller's liability is limited to the supply of the integration system.

Under no circumstances will the Seller be held responsible for the installation and its orientation (landscape, portrait) or for a failure in the installation of integration systems. The buyer chooses under his sole and entire responsibility the integration system, the characteristics of which he has defined from the start in his summary sheet: integration in the building or simplified integration.

As a reminder, the CIEAB requires that the entire rake roof to be covered: from the ridge to the gutter.

The buyer who derogates from this rule takes sole and entire responsibility.

3.4 Order :

Any order, to be firm, must be dated, signed and stamped, with the handwritten comment "valid for agreement" on all of the documents below:

- (1) acceptance and signature of these general terms of sale,
 - (2) acceptance and signature of the quotations and plans,
 - (3) acceptance and signature of an account opening request,
- In addition, to be validated, the order must be accompanied by:
- (4) acceptance and signature of the SEPA and magnetic LCR transfer or the bank financing certificate, by a person authorized by the buyer, with the handwritten comment "valid for agreement"

This order must then be accepted by the Seller who agrees to respond within a maximum period of xxx days.

Any cancellation of order, even partial, by the buyer, incurs his responsibility and gives right to compensation to the Seller, fixed as a penalty clause, at the time of the deposit paid, without prejudice to any other damages.

3.5 Payment of deposit

Unless otherwise expressly agreed between the parties, a 30% deposit must be paid to validate the order.

Unless expressly agreed otherwise with the customer, the execution of the order will be suspended until payment of the deposit.

Unless otherwise agreed expressly validated with the customer, the starting point of all the contractually fixed deadlines will begin to run from the day of receipt by transfer of the deposit.

3.6 The buyer undertakes to notify the Seller in all cases of a change or modification of his financial or legal status such as registrations or privileges on the buyer's funds, reorganization or judicial liquidation, and this within a maximum period of 2 days.

In the event of a change in the buyer's legal or financial situation, the Seller reserves the right, even after partial execution of an order, to require additional guarantees and or to cancel the order (s) in progress, and this, without compensation of any kind for the buyer.

ARTICLE 4 - PRICES – PRICE DISCOUNTS - INVOICES

4.1.

Unless otherwise stated, prices are in Euros, excluding all taxes and delivery ex-works, for France carriage is due.

Earthworks, foundations, walls and more generally masonry and roof work are not sold by SAS

ADIWATT

It is the Seller's responsibility to ensure that this work has been carried out beforehand by a building professional in accordance with the applicable rules.

The services provided by SAS Adiwatt under a subcontracting contract are invoiced excluding tax in accordance with Article 25 of the Law of December 29 2013, unless expressly requested by the customer.

If on the day of the start of the works it appeared that this was not the case, a fixed penalty of 1000 € euros will be invoiced to the Purchaser and SAS ADIWATT would immediately suspend the contract until resumption of the work in the applicable rules with presentation of all supporting documents to this effect.

If necessary, a quotation for additional work will be given to the buyer.

In the event of installation of a Power Plant on a Support not sold by SAS ADIWATT, the prices will not include any reinforcement work on said support necessary to complete the order.

A quotation for additional work will be given to the Buyer.

4.2 In the event of force majeure within the provisions of article 1148 of the Civil Code and applicable case law but also in the event of the application of any coercive legislative or governmental regulations such as the Law of 23 March 2020 relating to health emergencies, or any other restrictive legal and or regulatory provisions during their duration and within the limit of their effects, the respective obligations of the parties will be suspended.

Neither the Seller nor the buyer will be held liable and will not be subject to penalties for delay in the event of failure or damage resulting from their failure.

More generally, SAS ADIWATT will not be held responsible for any delays in delivery and / or execution, due to any reason beyond its control.

ARTICLE 5 – PAYMENT TERMS AND LEAD TIMES

5.1. Unless otherwise determined by special agreement, invoices are payable according to the following terms :

- 30% of the price including VAT indicated in the quote by transfer on the day of signature by the buyer of the quote and general conditions,
- 30% of the amount of the quotation (including VAT) on the day of delivery by transfer,
- 40% on the day of the summary billing by transfer.

Unless otherwise determined by special waiver agreement, in the event of a kit sale, total and partil, invoices are payable in full 100% cash by transfer upon receipt of the invoice before delivery of the equipment, regardless of the place delivery.

Any payment (magnetic bill of exchange) sent for acceptance must be returned upon receipt by the buyer.

The customer agrees not to withhold all or part of the sums, which he owes, and not to make any compensation on the amounts paid, even in the event of a complaint.

Any change in the VAT rate is immediately applicable to sums not yet due.

5.2.

Any unpaid amount not received by the due date, without any formal notice, the payment of interest at the contractual rate of 12% per year as well as the payment of a fixed indemnity of a minimum of 300 euros excluding VAT including in particular without prejudice to any additional indemnities for irrecoverable costs generated in the event of judicial recovery.

In addition, in case of late payment or partial payment :

- (I)the immediate payment of any sum remaining due will be automatically entailed ;
(II)the seller may hold all current and/or future order until the invoice is fully paid ;
(III)The automatic termination if the Seller decides to do so after a period of 3 calendar days after an unsuccessful formal notice, without prejudice to any other action and / or request for payment of damages and interests
The buyer will have to bear and reimburse all the costs caused by non- payment (including the costs of return) and the recovery of the sums due, including the fees of bailiff, and / or debt collection companies and / or lawyer.

Under no circumstances may payments be the subject of any compensation without the prior written consent of the Seller.

Any delay in payment attributable to the buyer also causes a delay in the delivery of supplies, which cannot be attributable to the seller.

The buyer agrees contractually by signing the contract and the general conditions not to invoke any amicable or legal claim, not to invoke any damage or prejudice disorder in order not to pay the remaining amounts due to SAS ADIWATT including by compensation.

5 BIS INTERETS FOR LATE PAYMENT AND PENALTIES

Down payment invoices are to be paid when due, the first one when ordering and the second before delivery, the last invoice must be paid no later than 30 days after it's been issued by SAS ADIWATT.

In the event of absence of total or partial payment regardless of the termination of the order and the contract, and after a formal notice sent by electronic mail and / or by registered post to the buyer, penalties for late payment will be contractually applied to the buyer.

The rate of penalties for late payment is set at 12% per year calculated from the date that the invoice is issued.

Penalties for late payment will be due as of right and will run until full payment of the amounts due is made.

In the event of recovery by judicial or extra-judicial means, a lump sum compensation of 10% calculated on the unpaid amounts will be automatically due by the buyer in addition to late payment compensation. All legal costs are the responsibility of the purchaser.

ARTICLE 6 – RESERVATION OF OWNERSHIP AND RISK TRANSFER

6.1. The transfer of ownership of the power plant and more generally of any material is subject to full payment of the price by the Purchaser.

This retention of title clause does not prevent the transfer of risks attached to the Power Plant, to the support and more generally to any equipment from being transferred to the Purchaser upon delivery of the equipment to the site.

The Purchaser being the custodian and guardian of the plant and, or supports, assumes the material and legal custody of the equipment and is responsible for any damage caused and also any theft, disappearance or damage that may occur.

The Buyer agrees to store the equipment according to the instructions defined in the installation manual.

The Purchaser also undertakes upon receipt of the plant and / or support and any equipment to take out structural damage insurance in accordance with article L242-1 of the Insurance Code, also site insurance as well as any suitable insurance to cover this risk and to get in touch with his insurer.

6.2. In the event of seizures or claims by third parties on the power plant and / or Support or any equipment delivered before full payment, the Buyer agrees to:

- (i)state the ownership status of the Seller,
- (ii)oppose said claims, and
- (iii)inform the Seller immediately.

The Purchaser agrees not to resell, pledge, assign as a guarantee, assign in any capacity whatsoever or transform the parts of the plant and / or the Support and more generally any material delivered until it has fully paid any price.

6.3 In the event that the power plant or installation is put into operation and connected to the electrical network before full payment is made to SAS ADIWATT, all amounts, indemnities and fees received by the buyer from an installation whose property has not yet been transferred to the buyer, would be automatically transferred to the seller until payment of the sums due.

SAS ADIWATT reserves the right to start the law seizure procedure on the purchaser's debtors, particularly with regard to the supply of electricity, at the expense of the purchaser.

ARTICLE 7 - DELIVERY, TRANSPORT AND RECEIPT

7.1. Delivery times are approximate. The order does not guarantee the buyer the date of availability, it is given as an indication, unless otherwise agreed between the parties. The Seller begins the work within the time he deems appropriate for the installation conditions.

This period may be extended in the event of the occurrence of a fortuitous event or force majeure, the application of any coercive legislative or governmental regulations such as the Law of 23 March 2020 relating to health emergencies, or any other restrictive legal provisions and/ or regulatory during their duration and within the limit of their effects, in the event of bad weather conditions having an impact on the safety of workers on the site, in the event of a strike and more generally in consideration of any conditions that it deems important for the successful completion of the installation.

SAS ADIWATT will immediately notify the customer in the event of an extension of the lead time.

Extended lead times can in no way justify the cancellation of the order and do not give rise to compensation for the buyer.

However, if two months after a formal notice remains unsuccessful, the plant with or without

support and / or the support has not been delivered, for any reason other than a case of force majeure, the order may then be resolved at the request of either party; the buyer will be able to obtain the refund of his deposit or of his partial payment, if applicable.

7.2. In the event of delivery to the site (plant installation site), the unloading location must be expressly specified by the Purchaser, with suitable accesses. It must be accessible by an asphalted, stony and compacted road, without danger and without risk, and provide good conditions of use and maintenance, which are able to receive the equipment of the plant and/or the support on pallets.

The material cannot be left on the ground. The buyer has the obligation to ensure the load-bearing capacity of the ground, access and storage areas. All transport, loading, unloading are the responsibility of the buyer, who must be present or represented on site during unloading.

The verification of the goods by the buyer must be carried out at the time when they are collected. In the event of damages or missing packages, complaints about apparent defects or non-conformity of the product delivered, the buyer will issue clear and precise reservations that he will notify within two days, following the delivery date, in writing to the seller or the carrier. It will be up to the buyer to provide any justification as to the reality of the anomalies observed.

Any additional transport costs due to difficult access and / or any displacement subsequent to the delivery of the components mentioned in the quotation will be invoiced to the Buyer. The Seller declines all responsibility if any damage occurs on this site by a transport vehicle, due to difficult access or unsuitable roads.

7.3.

In case of sale in kit, in accordance with Article 133-3 of the Commercial Code, any component delivered that has not been subject to reservations by registered letter with acknowledgement within 2 days of receipt from the seller will be considered accepted by the buyer, consistent with his order and free from any apparent defect.

It is up to the buyer to provide with his claim, any justification as to the reality of defects noted. He will have to give the Seller every facility to proceed to the observation of these defects and to remedy them. It will be the buyer's responsibility to keep the equipment in perfect condition and to give the installation manual and plans provided to professional fitters. **7.4.** The installation of the plant or any other equipment, with or without support, may be subcontracted, which the Buyer accepts.

SAS ADIWATT reiterates the need for the Purchaser to appoint a project coordinator in terms of safety and site monitoring (SPS) under the conditions provided for by the regulations of the labour laws. Under no circumstances can SAS ADIWATT be held liable in the absence of an SPS coordinator

7.5.

At the end of the work, excluding connection and commissioning, the structure must be accepted in accordance with the provisions of article 1792-6 of the Civil Code.

SAS ADIWATT notifies the buyer by email, or any other means, of the end of the site work and of its obligation to accept delivery of the site by jointly establishing a written, dated and signed delivery report.

Under no circumstances can the buyer contracting authority be opposed to the establishment of a delivery report.

In the event of refusal or failure by the buyer contracting authority and after formal notice, delivery acceptance will be initiated by the seller

Connection to the network implies tacit acceptance from the plant.

The signature of the delivery report on behalf of the Seller can be made by his subcontractor.

In accordance with Article 4.1 hereof, commissioning is conditional on full payment of the amounts that are due.

In the event of non-payment and, or non-compliance with the payment terms, the Seller reserves

the right to suspend this service. Additional costs, including legal costs, and any related damage costs, will be borne by the buyer.

7.6 SAS ADIWATT will bear the costs of storage on its site or on the site designated by the customer of the materials and supplies for the duration of the construction site according to the deadlines set contractually. Nevertheless, in the event of a delay in the date of the start of the work and/or a delay in the delivery of supplies of more than 10 days in the 4 weeks preceding the contractually stipulated delivery date, not attributable to SAS ADIWATT, our company reserves the right to request, after notification from its co-contracting party, the immediate payment of an additional deposit of 40% of the amount of the price of the supplies.

ARTICLE 8 – RETURN OF EQUIPMENT

Under no circumstances may the purchaser use the equipment for a purpose other than the one it is intended. He keeps the equipment as is upon delivery to the site and is responsible for the condition of the metal structures and all parts delivered.

Under no circumstances can the buyer return the equipment without being authorized to do so by the Seller. The costs and risks incurred in the event of a return shall remain the responsibility of the Seller only in the only cases where the equipment has an apparent defect making it unfit for its destination, or missing items, which are actually observed by the latter or his representative.

If a complaint proves to be justified, the return will be the subject, at the choice of the seller, of an exchange or a credit note, without any compensation or damages for any reason whatsoever. Operating losses, direct or indirect, whatever the cause, are never covered by ADIWATT.

Any return of parts previously accepted, due to the Purchaser such as, among other things, an order error, bad information communicated for an estimate, may result in a discount of 80% of the total amount excluding tax of the said part in order to take into account the extra costs for the return (repacking, handling and any other costs). Return transport will be the responsibility of the Buyer.

ARTICLE 9 - WARRANTIES – LIMITATION OF LIABILITY

SAS ADIWATT is released from any liability in the event of an incident or accident that may occur on the site.

SAS DIWATT declines any accident or incident in the event of non-compliance with the recommendations of the installation manual and the layout plan.

SAS ADIWATT declines all responsibility in the event of the installation of parts that are not part of its integration system and more generally of any parts that are not part of its supply, including screws and bolts.

9.1.

Due to changes in applicable standards, any information contained in the financial simulation, such as, in particular, the electricity purchase rate which is set by regulation and therefore subject to change, is only provided for information and cannot engage the responsibility of the Seller.

9.2. The Power Plant, with or without support, sold by the Seller has the following guarantees: a ten-year guarantee for the viability, framework, enclosure and cover works and a two-year guarantee from their receipt for all equipment which are not an integral part of the aforementioned works.

The Seller does not make any commitment regarding the implementation of photovoltaic panels and inverters which are not included in its services. The buyer will directly ask his suppliers to obtain the warranty conditions offered by them.

ADIWATT seller may not under any circumstances compensate the customer on the yield of the photovoltaic plant, whatever the cause.

9.3. The guarantee does not apply if the disorder comes from:

- (1) spare parts supplied by the Purchaser and or of a design imposed by the latter and or incorrect information given before the order;
- (2) modification or repair of equipment at the initiative of the Buyer or a third party without the written consent of the Seller;
- (3) worn parts, consumable parts and materials, corrosions and abrasions due to usage not in accordance with the intended use of the plant and / or support which has not been brought to the attention of the Seller;
- (4) improper use or maintenance of the plant and / or the support in accordance with its purpose, and / or the proper rules and / or the Seller's prescriptions;
- (5) handling of parts after delivery;
- (6) any incident resulting from a case of force majeure as defined below are considered as cases of force majeure in addition to those usually retained by the law case of French courts: cases of strike, lock-out, attack, bad weather, epidemic reasons, blockage of means of transport and supply, earthquake, fire, storm, flood, water damage, government restrictions on the application of any coercive legislative or government regulations such as the Law of 23 March 2020 relating to the health emergency, or any other restrictive legal and regulatory provisions during their duration and within the limit of their effects of disruption in telecommunications including the switched network of telecommunications operators and any other case beyond the control of the parties, preventing normal performance of this contract.
- (7) any malfunction for which it is not directly responsible, in particular those caused by the electrical network.
- (8) any indirect damage and operating losses and non-material damage

The Seller will immediately inform the Buyer of the events listed above.

9.4. Under the terms of warranties, the Seller's sole obligation will be, as per his choice, the free replacement or repair of the part (s) which renders the equipment unfit for the use it was intended.

Any part eligible for warranty must first be submitted to the sales department of the Seller, whose agreement is essential for any replacement.

Any travel, labour and handling costs for the replacement of non-warranty parts as well as transport costs and consumables remain the responsibility of the buyer.

9.5. In all cases and regardless of the problem encountered, no damage and interest will be due for non-material damage, such as direct or indirect operating losses. With regard to material damage, the Seller's liability is limited to the amount shown on the invoice, excluding transport

and labour costs.

9.6. Any challenge to the proper performance by the Seller of its contractual obligations must be the subject to a recorded delivery letter sent no later than three working days from the date of fulfilment of the alleged non-performance.

ARTICLE 10 – THE BUYER’S OBLIGATION

The buyer agrees to:

- Provide ADIWATT with all the essential information requested and respect the conditions of the supplier of the photovoltaic panel
- carefully read all documents and recommendations given by ADIWATT and by email, and give its agreement or observations before ordering;
- Send the signed, stamped, and dated quotation, the contract and the general sales and business terms and the opening account form
- Must include the down-payment and any other amount due by bank transfer, the SEPA authorization
- Sign the layouts, structures and assembly plans which **cannot be modified** after signature, unless subject to a price revision, within a week after being sent by the Engineering Department, and with the hand-written note "Valid for production". **No modification can be made after this agreement.**
- Follow the assembly instructions and the layout plan for its exact dimensions
- Have sufficient financial capacity to pay for committed orders and respect the payment schedule for the due amounts and dates
- Provide access to the site where the works are to be carried out
- Ensure the security and guarding of the site and equipment against any damage and theft until the final acceptance of the structures,
- Do not modify the structures and add parts of any kind whatsoever,
- Proceed and be able to justify a compulsory annual maintenance of all mounted structures, with verification of the tightening of the bolts by a specialized company with professional insurance
- Clean and check the junction boxes for the modules at least once a year.
- Have the photovoltaic structure checked by a specialized company, and its subsequent paperwork, after any climatic incident or accident.
- The professional buyer who resells the structure and / or installs it has an obligation to provide full advice to his end customer for whom SAS ADIWATT is a third party.
- Give to the end customer all the insurance and warranties covering all of its activity or its subcontractors.
- The buyer will not use any SAS ADIWATT document in the event of non-placing or abandonment of an order.

ARTICLE 11 – RIGHT ACCESS TO THE PERSONAL DATA

The Seller keeps in his client and marketing files the personal data relating to its buyers. These files are declared to the CNIL within the framework of the Data Protection Act N ° 78-17 of 6 January 1978 as amended and under the EU Regulation 2016/679 relating to the protection of individuals with regard to data processing.

The main purpose of these files is contract management, invoicing and marketing operations. The Buyer has, with regard to Personal Information concerning him, a right of access, rectification or

deletion.

The buyer grants the right to SAS ADIWATT, its subsidiaries or partners to use this information for marketing operations, with a right of additional information, a right of access as well as a right of rectification if this Information would prove to be inaccurate, incomplete and / or outdated.

ARTICLE 12 – IMAGE RIGHTS

Image rights concerning structures installed with ADIWATT products, wherever they are, remain the exclusive property of SAS ADIWATT and the customer expressly and tacitly accepts the use of these images for internal communication purposes. and external from the seller with project references (client company, name of the project and characteristics) for a period of 10 years on all communication media whatsoever (posters, website, documentation, kakemono...).

The buyer tells the seller if he wishes to add his logo. Without clarification from the buyer, the visuals will be captioned without the buyer's logo.

ARTICLE 13 - ATTRIBUTION OF JURISDICTION – APPLICABLE LAW

These general sales and business terms are subject to French law and, where applicable, to European regulations in the event of transposition.

The customer accepts by express agreement and without reservation the exclusive jurisdiction of the Commercial Court of Blois for any dispute, even in the event of summary proceedings, incidental request or plurality of defendants or guarantee appeal, in accordance with the provisions of article 48. of the Code of Civil Procedure.

Client's signature

Mrs

Mr

Job title Authorized to sign this document on behalf of the purchasing company.

In writing:

« Valid for acceptance of ADIWATT general sales and business terms »

Place:

Date ... / ... /

BUYER's stamp

Please attach all the required documents:

+ trade registration extract (KBIS) dated less than 3 months

+ bank details (RIB)

+ direct debit authorization