SISYPH Terms and Conditions of Sale

I. GENERAL AND APPLICABILITY

I.1 These Terms apply to all quotations and accepted orders for Sisyph products and related services, unless otherwise expressly agreed in writing. They are provided or referenced with the quotation before the Buyer places an order.

I.2 In these Terms, 'Sisyph' refers to SIGNALS AND SYSTEMS FOR PHYSICS (SAS, SIREN 991 525 973), and 'Buyer' refers to the customer placing the order.

I.3 Any additional or different terms proposed by the Buyer must be expressly accepted by Sisyph in writing to form part of the contract.

II. OFFER AND ACCEPTANCE

II.1 Purchase orders are subject to Sisyph's written acceptance, including by email. Any changes to an accepted order require the written agreement of both parties.

II.2 Illustrations, drawings, weights and dimensions provided for general information are indicative only, unless expressly included in the specifications agreed with the Buyer.

III. PRICES

III.1 Unless otherwise expressly stated, all prices quoted are valid for thirty (30) days only.

III.2 The prices stated are for the scope of delivery described in the offer.

III.3 Unless otherwise stated in the quotation, prices exclude VAT and other applicable taxes. Shipping charges, import duties and customs clearance costs are governed by the delivery terms in Section V.

III.4 No discount is granted for early payment.

IV. PAYMENT CONDITIONS

IV.1 Upon acceptance of the Buyer's purchase order, Sisyph will proceed with the order.

IV.2 Sisyph will notify the Buyer when goods are ready for shipment. Payment for the goods to be shipped, together with applicable taxes and shipping charges, is due upon that notification. Shipment will follow receipt of payment, unless otherwise expressly agreed in writing. For partial deliveries, payment is required for each partial delivery before its shipment.

IV.3 Any overdue payment shall automatically incur interest at three (3) times the French statutory interest rate, calculated from the day following the payment due date until full payment is received. A fixed recovery charge of 40 € shall also apply, without prior notice.

IV.4 If the Buyer fails to pay when due, Sisyph may suspend work or shipment without responsibility for any resulting delays. If payment remains outstanding thirty (30) days after written notice demanding payment and warning of cancellation, Sisyph may cancel the order by written notice.

V. DELIVERY TERMS

V.1 Production lead times and delivery dates are estimates unless the parties expressly agree otherwise in writing.

V.2 Lead times begin on the date of Sisyph's written order confirmation. Any delay caused by the Buyer in providing information or approvals necessary to fulfill the order may extend the lead time accordingly.

V.3 Changes to an accepted order agreed in writing may require a revised delivery schedule, which Sisyph will communicate to the Buyer.

V.4 Sisyph may make partial deliveries after informing the Buyer. Any additional shipping costs shall be agreed in advance.

V.5 If delivery is delayed by unforeseeable events beyond Sisyph's reasonable control, including major supply disruptions, component shortages or transport interruptions, Sisyph will promptly inform the Buyer and adjust the delivery schedule accordingly. Sisyph shall not be liable for the resulting delay to the extent permitted by applicable law.

V.6 Unless otherwise agreed in writing, delivery terms shall be DDP (Incoterms® 2020) for destinations within the European Union and DAP (Incoterms® 2020) for all other destinations, to the delivery

address agreed with the Buyer. Shipping costs shall be charged to the Buyer unless included in the quotation.

VI. LIMITED WARRANTY

VI.1 Sisyph warrants that its standard and custom-designed products, at the time of delivery, conform to the specifications agreed with the Buyer and are free from defects in materials and workmanship.

VI.2 This Limited Warranty lasts for one (1) year from the date of delivery to the Buyer.

VI.3 This Limited Warranty does not cover defects caused by neglect, misuse, improper installation or testing, operation outside specified conditions, unauthorized modifications, or technical designs or instructions supplied by the Buyer.

VII. INTELLECTUAL PROPERTY

VII.1 Unless expressly agreed otherwise in writing, Sisyph retains all intellectual property rights in its products, designs, software, firmware and documentation, including developments created for custom orders. Intellectual property supplied by the Buyer remains the Buyer's property.

VII.2 Upon full payment, the Buyer receives a non-exclusive right to use the software, firmware and documentation supplied with Sisyph products for their normal operation, maintenance and integration. No other intellectual property rights are granted unless expressly agreed in writing.

VIII. EXCLUSIVE REMEDY

VIII.1 If a product is found to be defective under this Limited Warranty, Sisyph will, at its discretion, repair or replace the product free of charge. Shipping costs are governed by Section IX.

VIII.2 Repaired or replacement products shall be covered by this Limited Warranty for the remainder of the original warranty period or ninety (90) days from their delivery to the Buyer, whichever is longer.

IX. PRODUCT RETURN

IX.1 The Buyer shall promptly notify Sisyph in writing of any suspected defect, providing a description of the issue and relevant operating conditions.

IX.2 Before returning any product, the Buyer shall obtain Sisyph's written authorization and follow the provided shipping instructions.

IX.3 The Buyer shall bear the cost of shipping the returned product to Sisyph.

IX.4 Upon receipt of a returned product, Sisyph will inspect it and inform the Buyer whether the defect is covered by the Limited Warranty.

IX.5 Sisyph shall have a reasonable time to repair or replace a product covered by the Limited Warranty and shall bear the shipping costs of returning the repaired or replacement product to the Buyer.

IX.6 If a returned product is not covered by the Limited Warranty, the Buyer shall bear the cost of shipping it back. Any inspection fee must be agreed in advance, and any repair will be quoted for the Buyer's approval.

X. DISCLAIMER OF WARRANTIES

X.1 Except for the Limited Warranty provided in Section VI and any obligations expressly agreed in writing, Sisyph makes no additional warranties regarding its products, to the extent permitted by applicable law.

X.2 Technical notes, illustrative examples and website information may be revised without notice. Such revisions do not affect the specifications agreed for products already sold.

X.3 Nothing in these Terms excludes or limits any rights or remedies that cannot be excluded or limited under applicable law.

XI. LIMITED SUPPORT SERVICES

XI.1 The Buyer shall test and validate any system it develops or assembles using Sisyph products for its intended application.

XI.2 Sisyph may provide technical advice or application support. Such assistance does not modify the agreed product specifications or Limited Warranty unless expressly agreed in writing.

XII. UNAUTHORIZED USE

XII.1 Sisyph products are not intended or qualified for safety-critical applications where their failure could reasonably be expected to cause death or serious personal injury.

XII.2 Such applications include, but are not limited to, life-support systems, nuclear safety systems, and weapons systems.

XIII. COMPLIANCE WITH LAWS

XIII.1 The Buyer is responsible for complying with applicable laws, regulations, and safety requirements when using or integrating Sisyph products. Any use contrary to Section XII is at the Buyer's risk. This does not limit Sisyph's obligations under applicable law or the agreed product specifications.

XIV. LIMITATION OF LIABILITY

XIV.1 To the extent permitted by applicable law, Sisyph shall not be liable for indirect or consequential losses arising from the sale or use of its products, including loss of profits, business interruption, or loss of data.

XIV.2 Unless otherwise expressly agreed in writing, and to the extent permitted by applicable law, Sisyph's total liability for direct damages arising from an order shall not exceed the total price of that order, excluding taxes and shipping charges.

XV. CHANGES TO SPECIFICATIONS

XV.1 Sisyph may change product designs and published specifications without prior notice, provided products delivered under accepted orders conform to the specifications agreed with the Buyer.

XV.2 Features or instructions marked 'reserved' or 'undefined' are not guaranteed and may change without notice.

XVI. EXPORT CONTROLS

XVI.1 Each party shall comply with applicable export-control, sanctions, and customs regulations in connection with its obligations under the order.

XVI.2 The Buyer shall provide accurate information about the destination, end user, and intended use when requested. The Buyer is responsible for compliance with applicable regulations governing any subsequent export, re-export, or transfer of Sisyph products and related technical documentation.

XVII. GOVERNING LAW AND JURISDICTION

XVII.1 These Terms and all orders accepted by Sisyph shall be governed by French law. Subject to mandatory jurisdiction rules, any dispute shall be submitted to the courts having territorial jurisdiction over Sisyph's registered office in France.

XVII.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.