

GENERALS CONDITIONS OF SALE - SIECMI - APPLICABLE TO CUSTOMERS

Article 1 : APPLICATION DES CONDITIONS GENERALES

Any order placed with our company will constitute acceptance of its general conditions of sale. We are only bound by our written offers. Any modification to an offer will be the subject of a written notice from us. However, in the absence of written agreement, the purchaser's acceptance of a product and its installation or commissioning constitutes acceptance of the present conditions. All sales concluded by our company are subject to Ivorian law. The studies, plans and documents submitted with the offers remain our property and must be returned on request.

ARTICLE 2 : COMMANDE - Any order must be placed in writing and must be accompanied by sufficient information to enable it to be used. Any order modification must be stipulated in writing. If the buyer voluntarily cancels his order, the deposit paid by him to the seller will remain with the seller as compensation, without prejudice to any other damages. Commercial agreements will be terminated automatically whatever the reason not falling to SIECMI, such as deadlines not respected by the customer or its subcontractors, unpaid invoices, etc.

ARTICLE 3 : PRIX – Prices are subject to change without notice, particularly with regard to imported equipment and in the event of a change in monetary parity. Prices may be increased in the event of a significant variation in economic factors between the date the order is placed and the delivery date. All taxes, duties and services not provided for in the order form are the responsibility of the purchaser, except for special conditions indicated in the Quote only.

ARTICLE 4 : LIVRAISON /RETOUR DE MATERIEL – Delivery times are given as an indication and without guarantee. Delay in delivery or execution of work cannot result in cancellation of orders or compensation. In accordance with article L.133-3 of the Ivorian Commercial Code, which stipulates that receipt of the transported goods extinguishes any action against the carrier for damage or partial loss if, within three days following this receipt, the recipient has not notified to the carrier, by extrajudicial act or by registered letter, of its reasoned protest. Any return of equipment must be made in its original packaging, after request and prior agreement. Any material entrusted to us and which will be shipped by us via a transport company, will be subject, in the event of loss, theft or damage by the latter, to a reimbursement based on the amount established by the transport company less administrative fees.

ARTICLE 5 : FACTURATION ET PAIEMENT – In application of article L.131-3 of the Ivorian Commercial Code, payments are made upon ordering unless agreed in writing between the parties. Following a written agreement between the parties, the establishment of a deposit or schedule is possible. As in application of the article, any overrun of the payment deadline automatically entails and without prior notification of formal notice, an increase in late payment interest at the interest rate applied by the European Central Bank, to its most recent financing transaction, increased by 10 percentage points, the day following the payment date appearing on the invoice. According to the Ivorian Commercial Code, the amount of the fixed compensation for recovery costs will be set at the rate of 66,000 CFA XOF. In the event of sending by cash on delivery, the invoice amount will be increased by the fees and taxes in force generated by the cash on delivery. If the shipment of our goods is delayed due to the buyer, an invoice will be issued payable under the conditions of the sales contract. We reserve the right to charge shopping fees. Export sales will result in payment in advance with proof of payment. Bank charges will be entirely borne by the customer. Billing for subscriptions and satellite communications will be paid by direct debit. A deposit may also be requested. In the event of an unpaid invoice, satellite services will be suspended or restricted without notice and the costs incurred will be the responsibility of the customer.

ARTICLE 6 : FACTURATION EN EXONERATION DE TVA - The customer who requests to be invoiced exempt from VAT due to the destination he reserves for the goods or their quality must provide with his order all the necessary supporting documents, failing which the invoice will automatically be established with VAT. Under no circumstances is the customer authorized to deduct the amount of VAT from his payment if he has not provided us with the requested documents. Failing this, we reserve the right to notify the tax authorities. By express agreement, the customer will be required to compensate us for any sum claimed from us by the tax services within four years following delivery due to a defect or irregularity in the tax supporting documents that has been detected.

ARTICLE 7 : RECLAMATION – Any complaint must be made within 3 days after the date of shipment of the goods, by registered letter. Our company reserves the right to refuse late claims. Claims for damage in transit, missing goods or loss of goods must be made to the carrier. A duplicate will be sent to us

immediately by registered mail. In the absence of a complaint within the prescribed period and forms, the customer will be deemed to have accepted the goods without reservation, which will prohibit any further recourse.

ARTICLE 8 : GARANTIE DU MATERIEL – The warranty will take effect from the date of departure of delivery from the manufacturer or of provision of the material when in stock and in all cases, subject to full payment of invoices due. In the absence of non-payment for the material, we reserve the right not to work on the material, not to replace the defective part(s) or the product itself. The warranty (excluding accessories) only applies to operating or construction defects. The warranty will only apply if the equipment has received normal use. The guarantee will not apply to defects whose cause is subsequent to the departure of the equipment from the warehouse, in particular in the event of poor maintenance or poor installation. Any damage or trace of intervention not carried out by our technical services immediately excludes any coverage under the guarantee. The warranty period depends on our suppliers. Any specific contractual guarantee must be expressly mentioned in a document signed by the seller's management. Under the warranty, the seller will replace products or parts deemed defective. Free of charge will apply to the costs of said elements, labor costs, if these are covered by the supplier/manufacturer, excluding travel costs, shipping costs which will remain the responsibility of the customer.

ARTICLE 9 : MATERIEL EN ECHANGE STANDARD - Equipment offered in Standard Exchange will be billed at the public price. Upon receipt of the defective part, a credit note will be established and invoicing at the Exchange/Standard price will be sent to the customer.

ARTICLE 10 : MATERIEL EN PRET/ EN LOCATION – In order to satisfy its customers, the company may be required to lend or rent equipment over a more or less long period. Each equipment loaned or rented will be the subject of a written agreement between the parties. For each loan or rental of equipment, a deposit will be requested from the customer and will be returned after return and verification of the device in our workshops. If the equipment is returned to us damaged or in poor working order, we reserve the right to carry out repairs or replacement at the customer's expense.

ARTICLE 11 : MATERIEL EN S.A.V - Any equipment left for repair or verification will be the subject of an order signed by the customer. In the event of non-acceptance of the work, a support fee will be invoiced according to the current rate. The equipment will only be returned to the customer after full payment of the invoice.

ARTICLE 12 : RESERVE DE PROPRIETE – Our company retains ownership of the goods sold until full payment in principal and accessories has been made, wherever they are located. Notwithstanding any principle or jurisprudence to the contrary, the buyer expressly acknowledges the seller's right to present himself at his premises, domicile or ship/berge, and to collect his unpaid goods there.

ARTICLE 13 : JURIDICTION – For any dispute, the Commercial Court of Abidjan (head office of the seller) has sole jurisdiction in the event of disagreement, even in the event of a warranty claim or multiple defendants.

ARTICLE 14 : CONDITIONS PARTICULIERES – Any special conditions deviating from these general conditions of sale negotiated with our customers must be subject to written confirmation from us to be considered valid.