

FIRST LIGHT IMAGING (FLI)
GENERAL CONDITIONS OF SALE

Effective as of March 30, 2023

1. Application of the general conditions of sale

1.1 These general conditions of sale are applicable to all sales of scientific instruments and cameras commercialized by FLI (hereinafter known as the "Products") and for all clients. The act of filing an order and the acceptance of such by FLI implies the full acceptance without reserves by the Purchaser of these general conditions of sale.

1.2 No specific condition may take precedence over these general conditions without FLI's formal acceptance in writing.

2. Orders

2.1. No order, whether made by telephone or e-mail to the following address contact@first-light.fr, shall be considered as valid until such offer sent by FLI is duly signed by the Purchaser and returned by e-mail.

2.2. FLI is free not to complete any order and cannot be held liable for any renunciation by it to complete any sale.

2.3. Orders accepted by FLI cannot be canceled or modified by the Purchaser without FLI's written consent.

3. Estimates

3.1 In the event of any specific request concerning products offered for sale by FLI (customizing, requests for specific options, etc.), FLI will review all such requests and, where appropriate, provide a specific estimate integrating such requests.

3.2 Any estimate provided by FLI shall be considered null and void if it has not been accepted in writing. Estimates are valid for thirty (30) days from the date of issue and may be cancelled early by FLI provided the Purchaser is given notice of such cancellation.

4. Specific cases of sales for export of "dual-use" goods and technologies

4.1. Certain Products offered for sale by FLI fall within the scope of the definition of "dual-use goods" (civil and military) governed by regulation n°428/2009 of the council of 5 May 2009 establishing a community regime for verification of exports, transfers, brokering and shipping of dual-use goods, and thus is subject to export authorization by the French government (*Ministère de l'Économie, de l'Industrie et de l'Emploi, Service des Biens à Double Usage*/French Ministry of Finance, Industry and Employment, Dual-Use Goods Service), in application of such community regulation, n°428/2009.

4.2. Consequently, Sales for Export outside of the European Community of "dual-use" goods are subject to the suspensive condition of the obtaining of an export license by FLI.

4.3. In these cases, the Purchaser hereby states that it is acquiring the Product for its personal use and is hereby informed that the sale may not be transferred to any third party. In the event of resale by the Purchaser expressly authorized by FLI, the Purchaser will provide FLI with all information as to the identity of the final user.

4.4. For the purpose of obtaining the export license, the final user must complete and sign, in its capacity as end user of the Product and under its sole responsibility, the end-user certificate to be submitted to the French Administrative Authorities, and any other document that may be required by the French and/or European Administrative Authorities.

5. Price, VAT and payment conditions

5.1. The prices are stated and paid in euros. They are stated before any applicable taxes (except customs duties, VAT and any other tax, duty or charge of any nature whatsoever).

5.2 Invoices are due on the due date appearing therein; it is hereby specified that FLI may request a down payment. The Purchaser will make all payments to FLI's domicile.

5.3. Any payments that are not made on their due date will bear interest at the rate of 12 % annually, calculated on a *pro rata temporis* basis, with no requirement for FLI to give notice of such to the Purchaser. The Purchaser will also be required to pay a one-time fee of 40 € in application of articles L441-6 and D441-5 of the French Commercial Code.

5.4. In the event of failure to pay all or part of the price on the date such payment becomes due, the sale may be cancelled automatically at FLI's initiative, after it has sent a registered letter for notice that remains without response. FLI may keep all installments or deposits paid as a one-time, lump-sum indemnity.

5.5 In the event of a collection procedure for outstanding invoices, the Purchaser will automatically owe an amount equal to 10% of the outstanding invoices, after all applicable taxes, due as of the date of delivery of the summons, which amount shall in any case be at minimum 1,000 €.

6. Delivery Schedules

6.1. The Products sold by FLI are manufactured to order and will be delivered within twelve (12) months, which period shall commence as of the date of completion of the last of the following events: (i) the order, (ii) the payment of any required down payment, or (iii) the receipt of any required export licenses.

6.2. In any event, delivery within the such time period can only take place if the Purchaser is up to date in its obligations to FLI.

7. Verification of compliance

After manufacture and prior to delivery FLI will carry out all verifications and testing necessary to ensure that the Product is in compliance with the specifications agreed to. FLI will provide the reports on the tests establishing compliance of the Product to the Purchaser on delivery of the Product.

8. Delivery

8.1 For intra-European sales including France, delivery of the Product is made EXW Meyreuil (Incoterms 2010). For extra-European sales, delivery of the Product is made FCA Marignane Airport (Incoterms 2010).

For EXW Meyreuil deliveries, it is the Purchaser's responsibility to collect the Product from FLI's premises, either personally or through its authorized agent, at FLI's registered offices, within fifteen days (15) from receipt of the notice of availability.

For FCA Marignane Airport deliveries, FLI will inform the Purchaser of the date of availability of the Product, for him to collect the Product or to mandate its authorized agent to collect the Product on the agreed date.

At all events, for either delivery case (EXW Meyreuil or FCA Marignane Airport), if the Purchaser has not taken delivery at the agreed date or within the time period for such, at the expiration of such period, the Purchaser will bear all risk of loss or damage. Furthermore, if the Purchaser does not take delivery within the time period allocated for such, FLI is entitled to dispose of the Product in the manner it chooses, and/or hold the Purchaser responsible for all storage fees, without prejudice to any other indemnification to which it is entitled under the delay.

8.2 Verification of the Product's condition on delivery is the responsibility of the Purchaser or its representative.

8.3 The Purchaser itself will organize the collection of the Product by the representative or agent of its choice, and the shipping of the Product. The Purchaser assumes all risks related to shipping and delivery to its own premises. The Product will be shipped at the Purchaser's risk and peril. The Purchaser's attention is drawn to the need to take out all necessary insurance, to verify the condition of the package on delivery and, where appropriate, and to issue all reserves to the shipper by registered letter: in compliance with the provisions of article L133-3 of the French Commercial Code, any product for which no reserves have been issued to the shipper by registered letter with return receipt requested within three (3) days from receipt thereof shall be considered as accepted by the Purchaser.

8.4 FLI will provide, on the date of delivery of all products, all technical manuals and instructions, which can also be downloaded from FLI's site, at the following address: <https://www.first-light-imaging.com/user-manuals/>.

9. Claims relating to a lack of conformity discovered on use

9.1. Any claims as to the Product's lack of conformity, discovered on use thereof and not related to shipping, must be justified and sent by electronic mail to the following address: support@first-light.fr, and by regular mail with return receipt requested to FLI's address within fifteen (15) days of delivery.

9.2. The burden of proof of any lack of conformity lies with the Purchaser.

9.3. In the absence of any claims or complaints in the form and within the time periods set forth herein, the Purchaser will be considered as having accepted the Product without reservation.

9.4. The Product may not be returned by the Purchaser without FLI's written consent and after justification of the lack of conformity is provided by e-mail to the following address: support@first-light.fr, and by registered letter with return receipt requested sent to FLI's address within fifteen (15) days of delivery. The Product must be returned in the same condition in which it was delivered, in its original packaging, within eight (8) days from the date authorization is granted for its return. Examination and takeover of the Product by FLI shall be made in compliance with article 12 herein.

10. Obligations and representations of the Purchaser

10.1. The Purchaser hereby undertakes to use the Product in conformity with FLI 's instructions and technical manuals.

10.2. The Purchaser hereby undertakes to provide regular maintenance for the Product as recommended by FLI in the instructions and technical manuals.

10.3. In the event of a sale that is subject to the laws on "dual-use goods", the Purchaser hereby certifies that the Product is intended strictly for civil use and undertakes to complete, in its capacity as final user, the final user certificate (CERFA form n°12659*01). In the event of resale by the Purchaser as expressly authorized by FLI, the Purchaser shall provide FLI with all information as to the identity of the final user.

11. Contractual guarantee for the products

11.1. FLI hereby guarantees the Product concerning any manufacturing defects under normal conditions of use.

11.2 This guarantee is valid for two (2) years from the date of delivery of the Product, with the exception of any sensors that are not manufactured by FLI, for which the guarantee is limited to one (1) year.

11.3. FLI hereby guarantees the repairs for six (6) months from the date of delivery of the Product after repair.

11.4. FLI's guarantee is exclusively limited to repairs or replacement of any parts that are not in compliance.

11.5. If after reasonable efforts, FLI is not able to replace the non-compliant Product, the guarantee will be limited exclusively to the reduction of the purchase price or reimbursement of the price (after deduction of depreciation for wear and tear), after the Product is returned by the Purchaser.

11.6. FLI will not be liable for any indemnification of the Purchaser for specific or indirect damage, opportunity cost, loss of income, loss of enjoyment, damage to individuals or goods not related to the purpose of the contract.

11.7. This guarantee does not cover the defects of the Product resulting from any cause external to the Product, such as:

- Failure to comply with FLI's recommendations;
- Mishandling by the Purchaser;
- Intervention by a third party involving the Product;

- Poor maintenance or misuse of the Product;
- Use of the Product that is not in compliance with the recommendations and instructions provided by FLI;
- Any use of the Product other than its intended use;
- Wear and tear;
- Damage caused by elements external to the Product or attributable to a case of *force majeure*: fire, lightning, water damage, external accident, etc.

12. Return procedure for the Product

12.1. The Purchaser may return the Product for repair in the conditions stipulated herein, after a request with justification is sent by e-mail to the following address: support@first-light.fr.

12.2. The Product may only be returned by the Purchaser after FLI so authorizes it through a delivery receipt.

12.3. The Product must be returned in its original packaging or any other packaging that guarantees equivalent protection of the Product during shipping.

12.4. In the event of any defect that falls within the scope of the guarantee, FLI will cover subsequent repair and testing at its own expense. The Product will be sent to the Purchaser at FLI's expense.

12.5. In the event of a defect that is not covered under the guarantee, FLI will send the Purchaser an estimate for repair, which must be accepted by the Purchaser prior to any intervention. The Product will also be returned at the Purchaser's expense.

12.6. FLI reserves the right to use spare parts different from the original spare parts provided their performance is equivalent.

13. FLI's liability

13.1. The Products are sold by FLI in compliance with French laws in effect. FLI cannot be held liable for any failure to comply with the laws in the countries where the Product will be used.

13.2. In the event where FLI is held liable due to its failure to satisfy any of its contractual or legal obligations, the Purchaser may not seek any indemnification for loss of income or opportunity cost, loss of enjoyment, specific, accessory or indirect damage to individuals or to goods or assets, caused by any failure in the performance of its obligations. The total amount of the indemnities that FLI may be required to pay to the Purchaser in remedy for the prejudice it suffers may not exceed the amounts paid by the Purchaser for such Product, regardless of the legal grounds for the claim and the procedure employed to resolve it.

14. Retention of ownership

14.1 The Purchaser may not, for any reason whatsoever, sell the Product until FLI has been paid in full for such.

14.2 FLI retains ownership of the Product until full payment of the price its price in the principal and accessory amounts.

14.3. The above provisions are not in any way an obstruction to the transfer to the Purchaser, from delivery of the Product, of the risks in connection with loss or deterioration and damage that may occur. The Purchaser hereby undertakes to take out insurance guaranteeing it against these risks from the date of delivery of the Product.

14.4. In the event of failure to pay the balance of the price on delivery, FLI retains ownership of the Product and may refuse to deliver the Product. It may terminate the contract automatically in the event of failure to pay the balance of the price, one (1) month after receipt by the Purchaser of a notice that remains without response. Any installments or deposits paid by the Purchaser may be kept by FLI as damages and interest.

15. Force majeure

15.1. FLI is released from its contractual obligations in all cases of *force majeure*. The following cases are considered as cases of *force majeure* or unforeseeable circumstances: employee or shipper strikes, flood, fire, storm, epidemic, energy cuts or raw material shortages, interruption to means of transport. In cases of *force majeure*, FLI will inform the Purchaser, by any means available, as rapidly as possible.

15.2. The obligations of the parties are suspended for the duration of the event of *force majeure*, and the Parties will use their best efforts to limit the duration and impact of the cause of the event of *force majeure*.

15.3. However, if such duration exceeds twelve (12) months, the Parties will seek an agreement on the conditions applicable to the continuation or the termination of this agreement.

16. Partial invalidity

If any of the provisions of these general conditions of sale becomes null or void or no longer effective in part or in whole, by a decision or event that is independent of the will of either of the Parties, such loss of validity or effect shall not affect the remaining stipulations of the general conditions of sale.

17. Applicable Law

The sales entered into with FLI are governed by and interpreted under French law, including the United Nations Convention for Contracts for the International Sale of Goods of 11 April 1980.

18. Clause attributing jurisdiction

Any dispute that may arise between the Parties in connection with the validity, performance, interpretation or termination of this contract shall be brought for resolution before the relevant Court of Marseille, France.

19. Recycling and end of life for electric and electronic equipment waste (EEEW)

19.1 In compliance with the provisions of the French Environmental Code on Electric and Electronic Waste for industry, (article R543-195 *et seq* of the French Environmental Code), FLI adheres to ECOSYSTEM, an organism approved by the public authorities, under the conditions set forth in article R543-197 of the French Environmental Code. FLI, in application of article L.541-10-13 of the French Environmental Code, is registered in the Register of the EEE sector producers, under the registration number FRO21668_056JRP.

19.2 FLI thus guarantees its clients the right to access to the collection and recycling processes offered by ECOSYSTEM for all electric and electronic waste from industry that it provides to the market:

- for less than 500 kg (and 2.5m³), the EEEW may be deposited at no additional cost, by appointment, at the ECOSYSTEM collection centers;
- for more than 500 kg (or 2.5m³), free removal from the site can be scheduled by appointment.

19.3 Such waste will be decontaminated and recycled in a high-quality environmental performance process.