

General Terms and Conditions of Sale

I. ORDER

These General Terms and Conditions of Sale (the "GTC") apply to the relationship between SURMAC Guyane SAS, a simplified joint-stock company with share capital of EUR 150,000, registered with the Cayenne Trade and Companies Register under number 819 105 495, having its registered office at 14/15, Lotissement Industriel Colley, 97300 Cayenne (French Guiana), IDU number 819105495, and the Client. Any order implies the Client's unreserved acceptance of, and full and complete adherence to, these General Terms and Conditions of Sale (GTC), which shall prevail over any other document of the Client and, in particular, over any general terms and conditions of purchase, unless SURMAC Guyane SAS has expressly agreed otherwise by way of derogation. The GTC apply to any sale of machines, parts, services, tools or equipment, hereinafter referred to separately or collectively as the "Equipment" or the "Part and/or Services", carried out by SURMAC Guyane SAS in French Guiana.

Prior to placing the order that is the subject of these terms, the Client acknowledges having received all information necessary and relevant to make an informed decision and complete the purchase.

The parties therefore exclude the application of Article 1130 et seq. of the French Civil Code. The order form, which sets out the Special Conditions, and the price list shall apply in all cases to the sale. Depending on the options subscribed to by the Client and ticked on the order form, the following contracts and conditions shall be added to the order form and the price list:

- The Service Agreement,
- the Extended Warranty Agreement with maintenance commitments,
- the Product Link Access Agreement,
- the Financing Agreement,
- the General Terms and Conditions for Repairs .

In accordance with Article L.441-1 II of the French Commercial Code, these GTC shall be communicated to any purchaser who requests them for professional business purposes. Such communication shall be made by any means constituting a durable medium, including by e-mail. The Special Conditions shall be deemed known and accepted by the Client. The Special Conditions are not subject to the communication obligation set out in Article L.441-1 II of the French Commercial Code.

II. PRICE

1 PRICE LISTS

The price is determined by reference to the price grid issued by SURMAC Guyane SAS in force at the time of the order, which serves as the basis for determining the price agreed between the Parties. The price is denominated in euros and is understood to be ex-works SURMAC Guyane SAS workshop or port of entry.

In the event of delivery to another location agreed by the parties, transport costs shall be invoiced in addition.

The parties agree, and the Client accepts, that prices may vary in consideration of an increase in the manufacturer's prices, including in particular an increase in the price of raw materials, and/or any taxes. SURMAC Guyane SAS may therefore modify its prices at any time. However, it undertakes to invoice the Equipment ordered at the prices indicated at the time the order is registered.

The proposed price includes any discounts and rebates that SURMAC Guyane SAS may grant in consideration of its results or of the Client taking responsibility for certain services. No discount shall be granted for early payment.

2 DOWN PAYMENT

For the sale of Equipment only, a down payment equal to 10% of the order amount is payable by cheque at the time of the order. If the Client withdraws, he may be held contractually liable. In such case, the sum paid shall remain the property of SURMAC Guyane SAS, and SURMAC Guyane SAS shall be entitled to claim damages equal to the balance of the sums owed by the Client under the order, under the conditions referred to in Article VII below.

III. PAYMENT TERMS

Depending on the options chosen by the Client on the order form, payment shall be made in accordance with the contractual terms specified. The payment period may not exceed 45 days end of month from the date of issue of the invoice. In the absence of specific provisions, the price of the entire order shall be payable in full on the date of receipt of the invoice and without discount. It is further agreed that, until the price has been paid in full:

a) the Equipment shall remain the property of SURMAC Guyane SAS; consequently, the Client may not, for any reason whatsoever, transfer ownership of such Equipment for consideration or free of charge, encumber such Equipment or the Part with any movable security interest, except pursuant to the provisions of Article III.c) below, or remove the Equipment or the Part from the country in which it is installed;

b) the Client undertakes to keep the Equipment in good working order and to insure the Equipment, from the time it takes possession thereof, against all risks of theft, destruction or other risks, and to provide SURMAC Guyane SAS, upon first request, with any corresponding certificate. In the event of a loss affecting the Equipment, SURMAC Guyane SAS shall be subrogated to all rights of the Client vis-à-vis the insurance company and may directly receive any indemnity due by such company up to the amount still owed by the Client to SURMAC Guyane SAS;

c) the Client accepts, if SURMAC Guyane SAS so wishes, the creation in favour of SURMAC Guyane SAS of a pledge under the terms stipulated in Articles L.525-1 et seq. of the French Commercial Code and undertakes to bear all associated costs;

d) in the event of late payment of sums due by the Client beyond the scheduled due dates, late-payment penalties equal to three times the statutory interest rate shall be payable and calculated pro rata temporis from the day following the due date, without any reminder being required; and a fixed

indemnity for recovery costs, provided for under Article L.441-10 II of the Commercial code, is set at EUR 40;

e) if a model of Equipment or the Part ordered is no longer manufactured, the order shall be automatically cancelled. In such case, any down payments made by the Client shall be returned to it without any indemnity or damages being due by SURMAC Guyane SAS.

IV. RETENTION OF TITLE AND TRANSFER OF RISK

In the absence of specific provisions, transfer of ownership of the Equipment shall be suspended until the Client has paid the price in full, including in the event that payment terms are granted (Articles 2367 et seq. of the French Civil Code). The risks relating to the Equipment shall transfer to the Client as soon as the Equipment is made available.

V. RIGHT OF RETENTION

In the event of non-payment by the Client of the Price or of a down payment due on the Equipment and/or Parts ordered, SURMAC Guyane SAS shall not be required to deliver the item (Article 1612 of the French Civil Code) and, in the event that the Client has deposited Equipment or a Part for repair, reserves the right, after formal notice, to retain the Equipment and/or Parts until the repair costs have been paid in full (Article 1948 of the French Civil Code). In the event of return of the Equipment / Part, the return costs shall remain borne by the Client and the payments already made shall remain acquired by SURMAC Guyane SAS as a penalty clause.

VI. TRANSPORT

The Equipment and/or the Part shall be transported at the Client's cost and risk. In the event of damage found or missing accessories, it is the Client's responsibility to state reservations on the report or delivery note, as applicable depending on the delivery, and to notify them by registered letter with acknowledgment of receipt to the carrier and to SURMAC Guyane SAS within 72 hours following receipt of the Equipment / Part.

If the Client does not take delivery of the Equipment ordered within 8 days after receipt of a written notice informing it that the Equipment has been made available, SURMAC Guyane SAS reserves the right to dispose of the Equipment and to postpone performance of the order to a later date. Where applicable, SURMAC Guyane SAS may invoice the Client for storage costs for the Equipment from the 9th day after receipt of a written notice informing it that the Equipment has been made available.

VII. DELIVERY

The place, methods and delivery times are indicated on the order form for information purposes. Delivery times depend in particular on the availability of the Equipment and/or Parts from the manufacturer. In the event of late delivery, the parties shall agree on a new deadline; however, under no circumstances shall late delivery result in cancellation and/or modification of the Order Form or give rise to damages. In the event of a delay in delivery, SURMAC Guyane SAS undertakes to inform the Client thereof.

VIII. WARRANTY

Parts and/or Service Warranty: The intervention of SURMAC Guyane SAS is warranted for three months from completion of the work performed. The Parts shall be deemed to have been used by Clients no later than within 6 months of delivery. In any event, the Part warranty shall automatically expire at the end of the 6 months following delivery. No claim regarding either the content or the quality of the parts delivered shall be taken into account after 6 months from the initial delivery. Under the warranty, within a period of 6 months from the initial delivery, SURMAC Guyane SAS shall be required only to replace defective parts free of charge, without the Client being entitled to claim damages on any grounds whatsoever, including loss of business. As the Client and SURMAC Guyane SAS are professionals, the warranty covers only a defect in the manufacture of the part that renders it unfit for its intended use and that could not have been detected by the Client before its use. As the Client is a professional, it shall be deemed to have received all technical information relating to such Parts. Accordingly, SURMAC Guyane SAS does not cover damage and wear resulting from any adaptation or special assembly, whether abnormal or not, of the parts, unless such adaptation or assembly was carried out under its responsibility by its own technicians. Used Equipment Warranty: Used equipment is sold to professional buyers who acquire the equipment as is, with full knowledge of the facts.

Consequently, SURMAC Guyane SAS gives no warranty of any nature whatsoever on used equipment, except by express written agreement. The buyer assumes full responsibility for its purchase, which may not be subject to any statutory warranty. New Equipment. Warranty against hidden defects: SURMAC Guyane SAS warrants the Equipment against any hidden defect, which means a defect rendering the Equipment unfit for its intended use and that could not have been detected by the Client before its use. SURMAC Guyane SAS shall be required only to replace the defective equipment free of charge, without the Client being entitled to claim damages on any grounds whatsoever. The warranty applies only to Equipment that has validly become the property of the Client. Damage and wear resulting from any adaptation or special assembly, whether abnormal or not, of the Equipment are not covered by this warranty, unless they were carried out by SURMAC Guyane SAS. The Client is informed that it has a period of 1 year from discovery of the hidden defect to bring legal proceedings in accordance with Article 2254 of the French Civil Code. Any defect must be notified by Registered Letter with Acknowledgment of Receipt to SURMAC Guyane SAS within 15 working days following its discovery. Any notice received after the aforementioned deadline will be deemed inadmissible, and the defect will be deemed to have been cured. SURMAC Guyane SAS may not be held liable for indirect and/or intangible damage resulting from such defects.

Manufacturer's Warranty (standard):

a) Scope: In the absence of specific provisions - in particular an extended warranty - the standard warranty applies to any defect in material and/or workmanship of the Equipment sold. It covers only

original parts and components. If repairs or replacements of parts have been carried out on the Equipment by the Client and/or by a third party not authorized by SURMAC Guyane SAS, and on its sole initiative, no warranty shall be due. The warranty period is 12 months and covers the costs of the parts acknowledged as defective by the seller, the labor costs for repair and the related direct travel costs of the technicians. The warranty starts on the date the Equipment is put into service. Repair or replacement of parts carried out by SURMAC Guyane SAS under the warranty shall not extend the warranty period for the other components of the Equipment.

b) Terms: Services resulting from the application of the warranty shall in principle be performed in the workshops of SURMAC Guyane SAS after the Client has requested application of the warranty and returned to SURMAC Guyane SAS the Equipment deemed defective. The warranty is granted only after examination of the Equipment or parts whose defectiveness is acknowledged by SURMAC Guyane SAS. The choice between repair or replacement under the warranty, as well as the methods for performing these different operations, is the sole responsibility of SURMAC Guyane SAS. Any Equipment or part replaced pursuant to these provisions shall become the property of SURMAC Guyane SAS. Under no circumstances may the time required for repair, exchange, immobilization of the Equipment, or consequential damage give rise to the payment of any indemnity or damages by SURMAC Guyane SAS.

c) Exclusions: The warranty is excluded for defects due to fortuitous events or force majeure. Furthermore, it does not cover normal wear and tear, breakage due to improper use, vandalism, negligence, lack of supervision or maintenance, or the consequences thereof. It is excluded where the Equipment is used under conditions that do not comply with the recommendations of the manufacturer and/or SURMAC Guyane SAS, as stipulated in particular in the Operation and Maintenance Manual provided to the Client. Tires, batteries, accessories, cab windows, bodywork, headlights, windshield wiper blades and chain undercarriages are not covered by the warranty. Finally, the warranty does not cover the costs of transferring the Equipment, the transport costs of defective parts to the Client's site, or the costs associated with handling and lifting during an intervention. The warranty applies exclusively within the territory of French Guiana unless the seller has given prior agreement for use abroad.

d) Client's obligation: For the Equipment, the right to warranty is subject to strict compliance with the maintenance operations and the intervals for carrying them out, as described in the Operation and Maintenance Manual. Unless otherwise agreed in writing, these visits shall be performed by a trained agent of the seller and recorded in the maintenance logbook provided to the Client when the Equipment is put into service.

e) Forfeiture, loss of warranty: SURMAC Guyane SAS shall be released from all liability and the warranty shall cease immediately in the following cases:

For the Equipment and the Part and/or Services,

- Where the fluids and greases used do not comply with the manufacturer's specifications;
- Where the components or parts installed are not genuine manufacturer's parts;

For the Equipment,

- Where the Equipment has been modified by a third party or by the Client without the prior agreement of SURMAC Guyane SAS.

IX. C.G.E. (EXTENDED WARRANTY AGREEMENT WITH MAINTENANCE COMMITMENT)

Any extension of the warranty on the Equipment is subject to unreserved acceptance and signature of the Extended Warranty Agreement with maintenance commitment, which is attached to the order form or acknowledgment of receipt.

f) Warranty procedure When the Client wishes to benefit from one of the warranties provided for in Article VIII, it must notify SURMAC Guyane SAS immediately by sending a notification to SURMAC Guyane SAS by post to the following address: 460 Route du Larivot, 97351 Matoury, or by e-mail to the following address: reclamation@surmac-guyane.fr.

X. USE OF THE EQUIPMENT WITHIN THE TERRITORY OF EFTA

The Client undertakes to ensure that the Equipment sold by SURMAC Guyane SAS is used strictly within the territory of the European Union, Iceland, Liechtenstein, Norway, and Switzerland for a mandatory period of 12 months from delivery and for as long as the Equipment has not reached 1,000 hours of use. Failing this, the Client undertakes, upon first request by SURMAC Guyane SAS, to pay a fixed and irreducible amount equal to 30% of the purchase price excluding tax of the Equipment.

XI. USE OF MACHINE DATA

The Machines sold by SURMAC Guyane SAS may be equipped with telematics, connectivity, geolocation, remote diagnostic and automated data transmission devices, intended in particular to enable technical monitoring of the Machines, preventive and corrective maintenance, remote diagnostics, improvement of products and services, management of warranties and after-sales service operations, safety, cybersecurity and prevention of fraudulent or abnormal use, and/or analysis of the performance and operation of the Machines.

In this context, SURMAC Guyane SAS may collect and process technical data relating to the Machines, such as, in particular, operating data, performance data, maintenance data, diagnostic data, location data, usage data, Machine identifiers, and/or histories of events and technical alerts.

Some of these data may constitute personal data within the meaning of Regulation (EU) 2016/679 (the "GDPR"), in particular where they make it possible to identify, directly or indirectly, a user, operator, driver, technician or any other natural person.

SURMAC Guyane SAS acts as data controller for the processing carried out for the purposes described above.

The processing activities implemented are based on the performance of the contract concluded with the Client, on the legitimate interests of SURMAC Guyane SAS in its capacity as seller, relating to

safety, maintenance, improvement of the Machines and associated services, and, where applicable, on compliance with legal or regulatory obligations.

The Client undertakes to inform the users, drivers, operators and personnel concerned of the existence of the data collection devices, to provide all information required under the applicable data protection regulations and, more generally, to comply with all of its legal obligations as employer and/or data controller in relation to the persons using the Machines.

The data collected may be communicated to affiliated companies of SURMAC Guyane SAS, to companies of the CATERPILLAR group, to its technical service providers, hosting providers, subcontractors, distributors or maintenance partners, as well as to competent authorities where required by law.

Some data may be transferred to countries located outside the European Union or the European Economic Area. In such case, SURMAC Guyane SAS undertakes to implement the appropriate safeguards required by the applicable regulations, including an adequacy decision by the European Commission, the standard contractual clauses approved by the European Commission, or any other legally recognized mechanism enabling an adequate level of protection for the data transferred to be ensured.

The data shall be retained for the period necessary for the purposes for which they are processed, extended, where applicable, by the applicable statutory limitation periods.

The data subjects have, under the conditions provided for by the applicable regulations, the right of access, rectification, erasure, restriction, objection and portability of their data. They also have the right to lodge a complaint with a competent supervisory authority.

The Client acknowledges and accepts that certain connected functionalities of the Machines may be limited or unavailable if the telematics or data transmission systems are deactivated.

XII. PENALTY CLAUSE

In the event that the Client fails to perform any of its contractual obligations within the prescribed period, the Client undertakes to pay SURMAC Guyane SAS a fixed indemnity corresponding to 10% of the purchase price excluding tax of the Equipment or 5% of the amount including all taxes remaining due under the invoice for the purchase of a Part and/or the order of a Service.

XIII. TERMINATION

In the absence of any specific provision, the order shall be automatically terminated and all sums due shall become payable in the event of non-payment by the Client of the Price, the down payment, or, in the event of payment in several instalments, of a single instalment, upon expiry of a period of 8 days from the sending of a formal notice by registered letter with acknowledgment of receipt that has remained unsuccessful. The Equipment or the Part and/or Service already in the Client's possession must be returned to SURMAC Guyane SAS without delay. For the Equipment, in the event of late return, the Client shall owe SURMAC Guyane SAS an immobilization indemnity equal to 0.50% of the purchase price excluding tax of the Equipment, per day of delay, without prejudice to the exercise of SURMAC Guyane SAS's other rights and remedies.

XIV. GOVERNING LAW - DISPUTES

These General Conditions are governed by French law. Any disputes relating to the interpretation or performance of any of these provisions, failing an amicable agreement between the parties, shall be submitted to the Mixed Commercial Court of Cayenne.

XV. LANGUAGE

The French version of these General Conditions constitutes the official and legally binding version. Any English or other translated version is provided for information purposes only. In the event of any divergence, inconsistency, difficulty of interpretation or contradiction, the French version shall prevail.

THE CLIENT

Name/position/date/signature

Read and approved