

VERSO CNC LTD

GENERAL TERMS AND CONDITIONS OF SALE

(B2B INTERNATIONAL)

Reference language: English

French and Spanish versions may be provided for convenience only. In the event of any inconsistency, conflict or difference of interpretation, the English version shall prevail.

Important notice: These General Terms and Conditions of Sale apply exclusively to business customers acting in the course of their professional activity. They are not intended for consumer sales.

1. Seller identification

These General Terms and Conditions of Sale (the “GTCS”) are issued by:

VERSO CNC LTD, a company incorporated under the laws of the Republic of Mauritius, operating as a Limited Company / Global Business Company (GBC), with its registered office at: Silicone Avenue – The Catalyst – 72201 EBENE CYBERCITY - MAURITIUS, company registration number: C225316, represented by Franck Jean Bruno CHANAL, acting as Managing Director, hereinafter referred to as “VERSO CNC” or the “Seller”.

Contact details:

Email : contact@verso-cnc.fr

Website : www.verso-cnc.com

2. Scope of application

2.1. These GTCS apply to all sales and supplies made by VERSO CNC to professional customers, including without limitation CNC machines, equipment, accessories, spare parts, consumables, software, software licenses, options, updates, technical services, installation, commissioning, training, maintenance, support and any related products or services.

2.2. These GTCS apply to the exclusion of any other terms and conditions, including those of the Buyer, unless expressly accepted in writing by VERSO CNC.

2.3. Any order placed with VERSO CNC implies the Buyer’s full, express and unconditional acceptance of these GTCS.

2.4. These GTCS apply to all domestic and international B2B transactions concluded by VERSO CNC, unless otherwise expressly agreed in writing.

2.5. These GTCS apply strictly on a business-to-business (B2B) basis. The Buyer represents and warrants that it is acting for professional purposes and not as a consumer.

3. Contractual documents – order of precedence

In the event of any discrepancy or inconsistency between contractual documents, the following order of precedence shall apply:

1) the quotation, special offer or order confirmation expressly issued or validated by VERSO CNC; 2) any specific written terms expressly agreed by VERSO CNC; 3) these GTCS; 4) the invoice or pro forma invoice issued by VERSO CNC; 5) any other commercial or technical document.

Catalogues, brochures, technical sheets, website content, marketing materials, demonstrations, videos and advertisements are for information purposes only and shall not be contractually binding unless expressly stated otherwise in writing.

4. Products and services

4.1. The products and services offered by VERSO CNC may include, in particular: CNC machines and related equipment; accessories, options and additional modules; spare parts and consumables; software, software

licenses, software options and updates; installation, commissioning, configuration, training, maintenance, assistance and technical support services.

4.2. VERSO CNC reserves the right to modify the technical characteristics of its products at any time, provided that such modifications do not substantially alter the essential purpose or main functionality of the ordered product.

4.3. All photographs, visual representations, diagrams, 3D renderings, dimensions, specifications, performance indications and technical descriptions are indicative only. Reasonable variations may exist due to technical developments, production tolerances, specific configurations, local adaptations or applicable regulatory requirements.

5. Formation of contract – orders

5.1. Quotations, offers and commercial proposals issued by VERSO CNC shall remain valid for the period stated therein. If no validity period is stated, they shall remain valid for 30 calendar days from the date of issue.

5.2. A sale shall only become final upon the occurrence of any of the following: written acceptance of the order by VERSO CNC; issuance of an order confirmation by VERSO CNC; receipt by VERSO CNC of the required deposit; commencement of performance by VERSO CNC.

5.3. Once accepted by VERSO CNC, orders are firm and non-cancellable, unless otherwise agreed in writing by VERSO CNC.

5.4. Any amendment, postponement or modification requested by the Buyer after acceptance of the order shall be subject to the prior written consent of VERSO CNC and may result in a revision of price, delivery time, technical scope and performance conditions.

6. Prices

6.1. Prices are those stated in the quotation, offer, order confirmation, pro forma invoice or invoice issued by VERSO CNC.

6.2. Unless otherwise expressly stated, all prices are quoted exclusive of taxes, duties, customs charges, bank fees, transport, insurance, unloading, handling, installation, commissioning, training and any local compliance costs.

6.3. All taxes, import duties, customs formalities, withholding taxes, compliance costs and any other charges linked to importation, clearance, installation or lawful use in the country of destination shall be borne exclusively by the Buyer, unless otherwise expressly agreed in writing by VERSO CNC.

6.4. In the event of a significant variation in the cost of raw materials, components, energy, transport, insurance, exchange rates, duties, taxes or regulatory constraints between the date of the offer and the date of performance, VERSO CNC shall be entitled to propose a reasonable price adjustment. If the Buyer refuses such adjustment, VERSO CNC may terminate the unperformed part of the order without liability, subject to refunding any amounts unduly received for unperformed obligations.

7. Payment terms

7.1. The payment terms applicable to each transaction shall be those stated in the quotation, pro forma invoice, order confirmation or invoice, unless specific conditions are set out in the quotation or invoice validated by VERSO CNC.

7.2. Unless otherwise agreed in writing, payments shall be made by international bank transfer to the bank account designated by VERSO CNC.

7.3. Unless specific conditions are set out in the quotation or invoice validated by VERSO CNC, the standard payment schedule shall be as follows: 50% deposit upon order; 50% balance before shipment or making available.

7.4. For spare parts, consumables, software, software options, licenses or services, VERSO CNC may require 100% prepayment before shipment, delivery, activation or performance.

7.5. All bank charges, correspondent bank charges, transfer commissions, exchange costs and payment reception fees shall be borne by the Buyer.

7.6. No set-off, deduction, withholding, counterclaim or suspension of payment shall be permitted without the prior written consent of VERSO CNC.

7.7. In case of late payment, partial payment, payment default or payment incident: all sums due shall become immediately due and payable; VERSO CNC may suspend any ongoing order, delivery, support, activation, service or future order; interest shall accrue on overdue sums at the rate of 12% per annum or, if lower or inapplicable, at the maximum rate permitted by applicable law; VERSO CNC shall be entitled to recover all reasonable collection costs, including administrative, banking, legal and enforcement costs.

7.8. Payments shall only be deemed made when the relevant funds have been effectively and irrevocably received and cleared in the bank account of VERSO CNC.

8. Incoterms – transport – transfer of risk

8.1. Unless otherwise expressly agreed, international sales shall be performed under the Incoterm expressly stated in the quotation, order confirmation or invoice, such as EXW, FCA, FOB, CPT, CIP, DAP, DPU or DDP, in accordance with the version of the ICC Incoterms® in force on the date of the order.

8.2. In the absence of any express Incoterm mention, the applicable Incoterm shall be deemed to be EXW (Ex Works) from the location designated by VERSO CNC.

8.3. Transfer of risk shall take place in accordance with the agreed Incoterm, irrespective of transfer of title.

8.4. If transport is arranged by VERSO CNC at the Buyer's request, such arrangement shall be made on behalf of, and at the cost and risk of, the Buyer, unless otherwise expressly agreed in writing.

8.5. The Buyer shall inspect the goods upon arrival and shall make all reservations, notifications and claims against the carrier within the applicable time limits.

9. Delivery and performance times

9.1. Any delivery, shipment, commissioning or performance time indicated by VERSO CNC is given for information purposes only, unless expressly stated in writing as binding.

9.2. Delivery or performance times shall only begin once all preconditions have been satisfied, including, where applicable: final acceptance of the order by VERSO CNC; receipt of the deposit; validation of technical specifications; receipt of all information required from the Buyer; completion of any administrative, customs, regulatory or compliance formalities.

9.3. Reasonable delays shall not entitle the Buyer to cancel the order, reject delivery, claim penalties, withhold payment or claim damages, unless expressly agreed otherwise in writing by VERSO CNC.

9.4. VERSO CNC shall not be liable for delays caused by shortages of components or raw materials, supplier delays, logistics disruptions, customs blockages, regulatory constraints, Buyer-requested changes, force majeure events or any event beyond VERSO CNC's reasonable control.

10. Inspection – apparent defects – acceptance

10.1. The Buyer shall inspect the products upon delivery or making available.

10.2. Any claim relating to visible defects, shortages, transport damage or apparent non-conformity must be notified in writing to VERSO CNC within 7 calendar days from delivery, together with all relevant supporting evidence, including photographs, transport reservations and a precise description of the issue.

10.3. Failing such notification within the above period, the products shall be deemed accepted without reservation as regards any apparent defect or non-conformity.

11. Retention of title

11.1. VERSO CNC shall retain full ownership of the goods sold until full payment of the price and all ancillary sums, including interest, costs and accessories.

11.2. Until full payment has been received and cleared, the Buyer undertakes to keep the goods identifiable, properly stored, insured and free from any encumbrance, pledge or third-party right.

11.3. In the event of non-payment or payment default, VERSO CNC shall be entitled to reclaim, recover or repossess the goods at the Buyer's cost, without prejudice to any other rights or remedies.

11.4. Notwithstanding the foregoing, transfer of risk shall remain governed by the applicable Incoterm.

12. Installation – commissioning – safety – obligations of the Buyer, installer and integrator

12.1. Where installation, commissioning, training, remote access or assistance is provided, the Buyer shall, at its own cost and under its sole responsibility, ensure that the site is suitable, safe, accessible and compliant with all electrical, pneumatic, software, network, environmental, mechanical and regulatory prerequisites communicated by VERSO CNC.

12.2. The Buyer remains solely responsible for the suitability of the products for its intended use, the installation environment, the qualification and training of its personnel, and compliance with all applicable safety, operating, maintenance and local legal requirements.

12.2.bis. Use of the machine is strictly prohibited unless the operator has received the required training from the installer, reseller and/or any duly authorized professional designated for that purpose.

12.2.ter. The Buyer shall ensure that the machine is operated strictly in accordance with the user manual, safety manual, operating instructions and all safety recommendations provided by VERSO CNC, the installer and/or the reseller.

12.3. Any delay, impossibility, additional cost or technical issue resulting from the Buyer's failure to fulfil its obligations may lead to additional invoicing and/or an extension of deadlines.

12.4. Unless otherwise expressly agreed in writing, VERSO CNC machines are supplied without peripheral safeguarding devices, including without limitation LIDAR systems, light curtains, safety mats, presence detection systems, weight-sensitive mats or equivalent external protective devices.

12.5. It shall be the sole responsibility of the installer and/or integrator to assess the regulatory and safety requirements applicable in the country of installation and to adapt the installation, configuration, speed settings and operating conditions of the machine accordingly.

12.6. In particular, the installer and/or integrator shall either set and limit the maximum machine speed in accordance with the applicable legal and regulatory requirements where no compliant peripheral safeguarding system is installed; or implement a compliant safeguarding system allowing, where permitted by applicable law, a higher operating speed.

12.7. The machine includes a safety input. If this safety input is not connected to a compliant OSSD safety system or equivalent compliant safety device, the maximum travel speed of the machine shall be limited to thirty metres per minute (30 m/min).

12.8. The Buyer, installer and/or integrator expressly acknowledge that, in the absence of a compliant and properly connected safeguarding system, any operation of the machine beyond the speed limitation defined by VERSO CNC is strictly prohibited and remains under their sole responsibility.

12.9. VERSO CNC shall not be liable for any consequence resulting from the absence of local regulatory assessment; the absence, insufficiency, incorrect choice, incorrect integration, incorrect wiring or malfunction of any safeguarding device installed by a third party; any unauthorized override, bypass, modification or change to speed limitation or safety settings; or any installation, integration or use that is not compliant with the laws, regulations or safety requirements applicable in the country of installation or use.

13. Contractual warranty

13.1. Unless more favourable warranty conditions are expressly granted in writing by VERSO CNC, VERSO CNC warrants its products against defects in materials and workmanship for a period of twelve (12) months, limited to parts only, starting from delivery, making available or commissioning, whichever occurs first.

13.2. The warranty is strictly limited, at VERSO CNC's option, to repair of the defective part or product; replacement of the defective part or product; or issuance of a credit note corresponding to the value of the relevant defective part.

13.3. Unless otherwise expressly agreed in writing, the warranty covers parts only and excludes labour, travel, accommodation, on-site intervention, dismantling, reassembly, transport, freight, customs charges, production losses, machine downtime and any indirect costs.

13.4. The warranty does not cover, in particular: normal wear and tear; consumables; wear parts; spindle bearings of the milling spindle; damage caused by overvoltage, electrical damage, unstable or non-compliant electrical supply; damage resulting from moisture, condensation, water or contaminants in the compressed air supply; defects resulting from misuse, improper storage, insufficient maintenance, accident, negligence, abnormal environment or non-compliant installation; damage resulting from modification, repair, wiring, intervention or adjustment performed by a non-authorized third party; incompatibilities or malfunctions caused by third-party hardware, software, network or peripheral systems; minor deviations that do not substantially affect functionality; and any use not compliant with the technical documentation, operating instructions or safety recommendations.

13.5. Any warranty claim must be submitted in writing with a detailed description of the issue, the machine or product serial number, the purchase reference, and any evidence reasonably requested by VERSO CNC, including photographs or videos where relevant.

13.6. Replaced parts become the property of VERSO CNC.

14. Technical support – maintenance – spare parts

14.1. Technical support, maintenance, remote assistance, software updates, on-site intervention and spare parts supply shall only be provided if expressly included in the relevant quotation, service contract, order confirmation or invoice.

14.2. Unless otherwise expressly agreed in writing, support and assistance services shall be provided during the normal business hours of VERSO CNC.

14.3. Any response times, intervention times or resolution times are indicative only, unless expressly guaranteed in a specific service agreement.

15. Software – licenses – activation – intellectual property

15.1. All software, interfaces, source code, object code, files, libraries, databases, know-how, drawings, technical documents, manuals, trademarks, trade names, logos, designs and any other intellectual property rights relating to the products and services supplied by VERSO CNC remain the exclusive property of VERSO CNC or its licensors.

15.2. The sale of a machine, component, option or software product does not imply any transfer of intellectual property rights.

15.3. Unless otherwise expressly agreed in writing, any software supplied by VERSO CNC is licensed on a non-exclusive, non-transferable, non-assignable and revocable basis, strictly limited to the Buyer's internal professional use and only in connection with the authorized equipment.

15.4. Unless otherwise expressly agreed in writing, the standard software supplied with the machine, known as VERSOCAM BASIC, is initially provided in a demonstration version.

15.5. The demonstration version of VERSOCAM BASIC may automatically deactivate after a certain number of uses, launches, cycles, jobs or operations, in accordance with the technical parameters defined by VERSO CNC.

15.6. The definitive, full or permanent activation of VERSOCAM BASIC shall be performed remotely by VERSO CNC only and shall occur only after the full price and all amounts due have been effectively received and cleared by VERSO CNC.

15.7. Until full payment has been received and cleared by VERSO CNC, the Buyer acknowledges and accepts that the software may remain limited, restricted, partially functional or subject to deactivation, and that such condition shall not constitute a defect, non-conformity or contractual breach by VERSO CNC.

15.8. The Buyer shall not, unless permitted by mandatory law: copy, reproduce, adapt, translate, reverse engineer, decompile or disassemble the software; attempt to access source code; bypass or circumvent technical protection measures; sublicense, rent, lease, transfer, distribute, resell or make the software available to third parties without prior written consent; or remove or alter any proprietary or confidentiality notices.

15.9. In the event of non-payment, partial payment, late payment, unauthorized use, license breach or contractual breach, VERSO CNC may refuse or suspend definitive activation, suspend usage rights, updates, support or access to certain software functions, without prejudice to any other right or remedy.

16. Confidentiality

16.1. Each party shall keep confidential all technical, commercial, financial, software-related, strategic or other non-public information obtained from the other party in connection with the contractual relationship.

16.2. The Buyer shall not disclose to any third party any non-public quotation, pricing information, plans, technical files, software elements, documentation, credentials, access information, methods or confidential material supplied by VERSO CNC.

16.3. This confidentiality obligation shall survive for a period of five (5) years after the end of the contractual relationship, unless a longer period is required by law or expressly agreed.

17. Regulatory compliance – export control – sanctions

17.1. The Buyer undertakes to comply with all applicable laws and regulations relating to import, export, customs, technical conformity, product safety, anti-corruption, anti-money laundering, trade sanctions and export control.

17.2. The Buyer warrants that the products shall not be used, transferred, exported, re-exported or made available in violation of any applicable sanctions, embargoes or export control laws, nor to the benefit of any restricted person, entity or territory.

17.3. VERSO CNC may suspend, delay, refuse or cancel any order if it reasonably considers that the transaction may expose it to legal, regulatory, sanctions, compliance or reputational risk.

18. Limitation of liability

18.1. To the maximum extent permitted by applicable law, the total aggregate liability of VERSO CNC arising out of or in connection with a given order, whether based on contract, tort, negligence, warranty, strict liability or otherwise, shall be strictly limited to the amount actually paid to and received by VERSO CNC for the relevant order.

18.2. Under no circumstances shall VERSO CNC be liable for any indirect, consequential, incidental, special or immaterial damages, including without limitation loss of production, loss of use, loss of profit, loss of revenue, loss of business, loss of data, loss of opportunity, downtime costs, reputational damage or third-party claims.

18.3. VERSO CNC shall not be liable for any consequence resulting from a technical choice imposed by the Buyer; specifications supplied by the Buyer; improper, abnormal or non-compliant use; use of the machine by personnel who have not received the required training; intervention by a third party; insufficient maintenance; an unsuitable environment; non-compliance with the user manual, safety manual, operating, maintenance or safety instructions; absence or insufficiency of a peripheral safeguarding device required by local law or regulation; non-compliant installation or integration by the installer, integrator or any third party; or bypassing, disabling or altering safety functions or speed limitation functions.

18.4. No action may be brought against VERSO CNC more than twelve (12) months after the event giving rise to the claim, except where a mandatory law provides otherwise.

19. Force Majeure Events

19.1. VERSO CNC shall not be liable for any delay, failure or partial failure in performance caused by a Force Majeure Event or by any event beyond its reasonable control.

19.2. Force Majeure Events shall include, without limitation, natural disasters, cyclones, flood, fire, pandemic, war, riot, terrorism, embargo, strike, energy shortage, power outage, communication failure, cyberattack, customs blockage, governmental action, export restriction, major supplier failure, transport disruption or shortage of essential materials or components.

19.3. If such event continues for more than ninety (90) days, either party may terminate the affected unperformed part of the order without liability, except for payment obligations already due.

20. Suspension – termination

20.1. In the event of a breach by the Buyer of any of its obligations, including in particular non-payment or late payment, VERSO CNC may, after written notice has remained ineffective for eight (8) days, or immediately where urgency reasonably justifies it: suspend performance of its obligations; suspend deliveries, services, support or software activation; refuse any new order; require immediate payment or additional guarantees; or terminate all or part of the contractual relationship.

20.2. If termination occurs due to the Buyer's breach, any deposit or advance payment already received shall remain vested in VERSO CNC as minimum compensation, without prejudice to its right to claim further damages if its actual loss exceeds such amount.

21. Data – cybersecurity – remote access

21.1. Where products or services involve remote access, data exchange, network connection, machine connectivity or software interaction, the Buyer remains solely responsible for the security of its infrastructure, access rights, passwords, backups, antivirus protection, firewalls and IT environment.

21.2. VERSO CNC does not warrant that software, connectivity functions or remote access features will be uninterrupted or free of vulnerabilities, but shall use reasonable professional efforts consistent with normal industry practice.

21.3. Unless caused by wilful misconduct or gross negligence of VERSO CNC where such exclusion is not permitted by law, VERSO CNC shall not be liable for loss of data, malware, unauthorized access, cybersecurity incidents, network interruptions or system incompatibilities occurring within the Buyer's environment.

22. Commercial references

Unless the Buyer expressly objects in writing in advance, VERSO CNC may mention the Buyer's company name, trademark and general commercial reference in its customer lists and communication materials, provided that no confidential information is disclosed.

23. Partial invalidity – waiver

23.1. If any provision of these GTCS is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

23.2. Failure by VERSO CNC to enforce any provision of these GTCS at any time shall not be construed as a waiver of its right to enforce that provision later.

24. Governing language

These GTCS may be made available in English, French and Spanish.

The English version shall be the sole governing and binding version. Any French or Spanish version is provided for convenience only. In the event of any inconsistency, contradiction or difference of interpretation between language versions, the English version shall prevail.

25. Governing law – arbitration – exclusion of CISG

25.1. These GTCS and all sales concluded by VERSO CNC shall be governed by the laws of the Republic of Mauritius, excluding any conflict-of-law rules.

25.2. Any dispute, controversy or claim arising out of or in connection with these GTCS or any sale concluded by VERSO CNC, including any issue relating to their formation, validity, interpretation, performance, non-performance, termination or nullity, shall be finally settled by arbitration in Mauritius.

25.3. The seat of arbitration shall be Mauritius.

25.4. The arbitration shall be administered by the Mediation and Arbitration Center Mauritius (MARC) in accordance with the MARC Arbitration Rules in force at the date of commencement of the arbitration.

25.5. The arbitration shall be conducted by one (1) arbitrator, unless otherwise required by the applicable rules or expressly agreed in writing.

25.6. The language of the arbitration shall be English.

25.7. To the fullest extent permitted, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

26. Entry into force

These GTCS enter into force on 27 March 2026 and supersede any previous version.