GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (hereinafter the «GTC») apply between JRI-TMI USA Inc., a company registered in the State of Virginia, located at 11491 Sunset Hills Road Suite 310, Reston VA 20190, («Seller») and any company placing an order to use ("End User Buyer») or resell («Retailer Buyer») the products marketed by JRI-TMI USA («Products»). The word «Buyer» designates the End User Buyer and the Retailer Buyer.

1. GENERAL

The Seller's offers are subject to these GTC, which super-sede all conditions previously communicated; they apply as of September 1, 2025.

Placing an order implies the full and unreserved acceptance by the Buyer of these GTC. No special conditions shall prevail over the GTC, unless expressly accepted in writing by the Seller.

With the exception of User Manuals, the information on commercial and technical documentation, and in particular information accessible on the Internet, is given for information purposes only by the Seller who reserves the right make modifications thereto at any time, without having to give prior notice.

Failure to exercise, at any time, an entitlement granted under these GTC cannot, in any way, be interpreted as an express or implied waiver of the right to exercise said entitlement in the future.

2. APPLICABLE LAW / JURISDICTION

This Agreement and any disputes or proceedings arising out of this Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws rules. The Buyer and Seller hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the appropriate court of the Commonwealth of Virginia, and not in any other state or federal court in the United States of America or any court in any other country.

3. ORDERING

The Buyer acknowledges that it chose and ordered the Product based on the Buyer's technical skills and needs and for an end-use compatible with the intended end-purpose of the Product; therefore, the Seller shall not incur and cannot be found to have incurred any liability on this ground.

Unless otherwise stipulated, placing an order requires opening an account with JRI-TMI USA, which reserves the right to request all legal and accounting support documents for this purpose.

Any order from the Buyer or transmitted by a representative of the Seller is valid only after confirmation; this shall consist in sending the Buyer acknowledgment of receipt of the corresponding order. This acknowledgment of receipt constitutes the contract.

The benefits of an order are personal to the Buyer and/ or the client of the Retailer Buyer and cannot be assigned without the Seller's written consent.

Any modification of the contract requested by the Buyer shall require the express acceptance of the Seller. The order expresses the consent of the Buyer irrevocably; therefore, it cannot be cancelled, unless by way of express, prior agreement of the Seller. In such case, the Buyer shall pay for any prejudice suffered by the Seller owing to the cancellation, and moreover, the Seller shall retain any down payments already made by the Buyer.

4. DELIVERY

4.1. Delivery modalities

Unless otherwise agreed, the Products will be delivered by the transporter designated by the Seller. Shipping and packaging costs are charged separately.

Thus, for all international sales, the Incoterm «EXW» at the place of delivery, indicated on order acceptance, such as resulting from the INCOTERMS® 2010 Rules, or any subsequent set of rules, shall apply.
For all domestic sales, the Products will be delivered to the warehouse of the Buyer whose address is specified on the order-acknowledgment slip.

If the Buyer designates its own transporter, then the Product will be delivered at the Seller's premises; for international sales, the Incoterm EX WORKS shall apply.

In all cases, the transfer of risks takes place once the Product leaves the Seller's premises.

4.2. Delivery lead times

Delivery lead times are at least four (4) weeks; they are determined in the order acknowledgement and calculated taking into account the level of customization of the Product, the requirements of the Buyer, the constraints due to subcontracting and parts supply.

These delivery lead times are given essentially for information purposes however, and depend, in particular, on the Seller's manufacturing load and on the specific requirements of the Buyer. Therefore, any delivery time overruns shall not give rise to any payment of damages nor entitle the Buyer to cancel the related order.

4.3. Transfer of Risk - Reception

Risk shall transfer from the Seller to the Buyer upon delivery of the Product, notwithstanding the retention of title clause as set out in article 11 below.
All products and accessories are considered as being carried at the expense, risk and peril of the recipient.

In addition, it is up to the Buyer to verify, upon delivery, the condition, quality and quantity of the Products; in other words, compliance with the delivered order with the submitted order. Any damage or partial shortfalls must be noted by the recipient and must be confirmed by way of extrajudicial document or registered letter with request of proof of delivery sent to the transporter within no more than three
(3) days of receiving the goods, and the Buyer must, in a more general manner, take all appropriate measures to safeguard his rights.

The Buyer must confirm the anomalies to the Seller by way of registered mail with proof of delivery sent within no more than two (2) business days following receipt of the Products and must include supporting documents regarding the vices/anomalies.

Should the Buyer not carry out a conformity check on the Products nor issue written reserves to the Seller as per the procedure and within the times indicated above, it will be considered that the Products have been accepted by the Buyer as of delivery.

Moreover, within fifteen (15) days of delivery, the Buyer undertakes to verify conformity of the Product with respect to the functionalities of the integrated software, and to have installed and tested the integrated software within this time period. Should the Buyer not issue any written reserves in this regard within the aforementioned 15 days, it shall be considered that they have been accepted as "conforming".

In all cases, once the Buyer has paid the invoice, it will be considered that the Buyer has definitively accepted the Product.

The Seller will not accept any claims in regard to faults, apparent defects or non-conformities which may have been detected during a conformity check.

5. CHOOSING AND USING THE PRODUCTS

5.1. It is the responsibility of the End User Buyer to choose from amongst the Products, the one corresponding to its needs, following recommendations made by the Seller. Retailer Buyers give an undertaking to provide all information to End User Buyers so that they can use the Product efficiently, safely, and in a reasonable manner.

5.2. As regards the Products, the Buyer acknowledges that it was able to obtain all the necessary information concerning their conditions of use, operating and calibration ranges, installation procedures of the associated software, recommendations for maintenance and cleaning, and precautions for use, in particular, by consulting the Seller's User Manuals; therefore, the Buyer purchases and uses the Products with full knowledge of the facts.

5.3. The Buyer expressly acknowledges that it has been informed in advance, particularly through the Product's User Manual, of the dangerous nature of the Products, particularly the batteries if they are used incorrectly (in particular, if the indicated temperature and pressure ranges are not respected) or if used for end purposes other than those stipulated by the Seller.

6. SOFTWARE

6.1. The software solution associated with the Product is used to collect, store and use data related to values logged by the Product.

The buyer uses the above-mentioned data under its full and sole responsibility; therefore, any reports generated using the software solution (in particular, reports used to validate thermal processes) require permanently allowing for, and integrating, standards and regulations specific to each field of business, and to each of the activities of the Buyers.

In this regard, it is here stipulated that the Seller is not a specialist in the various fields of the Buyers; the Seller's competency and liability is strictly limited to the development of loggers.

The application of integrated standards and regulations are therefore simply solutions which must be validated, adapted and updated.

The Buyer undertakes for this purpose to escalate any legal, regulatory and sector-specific information regarding its field of business so that the Product and the integrated software can be adapted, or even updated, by the Seller.

The Buyer is therefore solely responsible for complying with the standards, legal and regulatory requirements applicable to its field of business and for requesting the Seller to adopt the software accordingly, whenever applicable. Therefore, the Seller shall not incur any liability, on any grounds whatsoever, for a failure on the part of the Buyer to respect its obligations, and a guarantee in this regard is hereby granted by the latter.

6.2. By purchasing the Product, the Buyer receives a license for an unlimited period of time regarding the software solution incorporated therein.

The right to access and use of the solution is: unlimited as regards the number of devices on which the solution is installed and run, non-exclusive, non-transferable, personal to the Buyer, granted and limited to the site of which the address is given on the order-acknowledgment slip (hereafter the "Site"); therefore, it cannot be in any way assigned or transferred without the express, prior and written agreement of the Seller.

The Buyer shall be fully and solely liable for installing the software on the Site, in accordance with the procedures and conditions defined by the Seller in the User manuals.

The Buyer undertakes to use the solution exclusively for professional purposes for the purposes of his activity, doing so on the Site and in accordance with the administrator codes provided by the Seller.

The Buyer activates and deactivates user accounts as it sees fit, and under its sole responsibility.

The Buyer, who is solely responsible for maintaining the confidential and secret nature of the identifiers, undertakes to implement internal and external procedures to ensure that no other person has access to these identifiers.

7. PRICING

Quotations prepared by the Seller are valid for three (3) months, as from issuance.

8. PAYMENT MODALITIES

8.1. Unless otherwise stipulated, invoices shall be payable at the registered office of the Seller, as follows:
- 30 days, from the receipt of Products or completion of service.

Payment can be made by means of cheque, bank transfer or bank draft.

If however, JRI-TMI USA considers that there is a risk of non-payment, J R I - TMI USA reserves the right to insist upon upfront cash payment, or some other form of guarantee.

8.2. Any payments not made by the due date shall lead to late payment penalties equal to three times the legal interest rate.

These penalties shall run from the day after the due date until the amount owing is paid in full. Any customer who pays an invoice after the due date shall be liable as of right with respect to the Seller, for fixed recovery costs of FORTY (40) USD; if however the recovery costs incurred by the Seller exceed this amount, then the Buyer will be charged for all collection fees and costs incurred by the Seller, including as a result of seeking legal recourse.

It is expressly stipulated that in such case, the outstanding claims shall be adjusted upwards by 15% (exclusive of any interest, fees and expenses that may occur from legal recourse).

8.3. If an instalment payment is unpaid, all future instalments shall immediately become due. Moreover, and without prejudice to the application of the above penalties, the Seller shall be entitled to suspend any orders in course until such time as the Buyer has settled all outstanding claims and/or the Seller shall be entitled to require that all outstanding instalments. The Buyer shall not be entitled, for any reason, justified or not, to withhold monies due to the Seller, nor to deduct monies from, nor to set monies against, invoices due to the Seller.

In any case, in the event where the Buyer's financial situation is such that there is a risk for the Seller of nonpayment the Seller shall be entitled to require payment prior to delivery, or other payment guarantees as decided by the Seller. Should the Buyer not be able to offer such guarantees, for whatever reason, the Seller shall be entitled to cancel orders in course.

9. WARRANTY

9.1. Subject to the Seller accepting liability, or to the Buyer proving that the Seller must do so, it is expressly agreed between the parties that the warranty is strictly limited, as decided by the Seller, to an obligation to repair or replace the Product.

9.2. The delivered Products are covered by the Seller's warranty for twelve (12) months as from delivery.

In all cases, any claims regarding apparent defects or nonconformity of the product delivered with respect to the products ordered must be sent to the Seller in writing, and no later than fifteen (15) days as from reception of the Products.

The costs and risks of returning to Products shall always be borne by the Buyer.

If, following diagnoses, the Product is repaired for reasons outside warranty (see 9.2), then the Buyer will have to pay for the repair and return costs (transport, etc.) of the Product. The costs of repairing and delivering the repaired or replaced Product, within the context of the warranty, shall be borne by the Seller.

Any operations carried out by the Buyer, or by clients of the Retail Buyer, for the purpose of making Products conforming, said operations carried out without the Seller's prior agreement as regards the principle and the cost thereof, shall cause the Buyer to lose its entitlement to submit claims in this regard.

9.3. The Seller's warranty does not cover the following:
- defects stemming from installation, use, maintenance, failure on the part of the Buyer or Retail Buyer's clients to respect the applicable precautions of use.
- defects stemming from a fault, negligence, or error of the Buyer.
- defects resulting wholly or partially from normal wear and tear of the consumables and parts (batteries, thermocouples, sealing joints, etc.).
- if the Product has been wholly or partially repaired or modified, or if a Product part has been replaced, be this by the Buyer or by a third-party on whose services the Buyer called without obtaining the Seller's prior express approval.
- deterioration or accidents caused by the Buyer, by clients of the Retailer Buyer, or by a third-party.
- abnormal usage or modifications not compliant with the intended end-purpose of the Product, the rules of the art, the User Manual, the Seller's requirements/recommendations including requirements/recommendations concerning the use of battery packs.
- failure on the part of the Buyer to respect its obligations, be this as regards the Seller or as regards clients of the Retailer Buyer.
- a case of force majeure as defined in article 13 herein.

9.4. On completion of this warranty period of 12 months, the Seller recommends that the Buyer have the Seller service the Product in particular to ensure that the Product is properly calibrated and operational. A separate price estimate shall be prepared for such a service.

10. LIMITATION OF LIABILITY CLAUSE – FORECLOSURE/STATUTE OF LIMITATIONS

10.1. The Seller's liability is limited to direct material damages caused to the Buyer, as well as to clients of the Retailer Buyer assuming said damages stem from failures directly and exclusively attributable to the Seller.

Under no circumstances whatsoever shall the Seller incur liability to reimburse indirect or intangible damages such as business losses, forgone profits, opportunity losses, commercial prejudice.

Moreover, the Seller shall not incur liability to make good the damage of the consequences of faults, shortcomings or omissions on the part of the Buyer, or clients of the Retailer Buyer, or third parties related to the execution of the contract.

The Retailer Buyer therefore releases the Seller from all liability and guarantees it for and against all the pecuniary consequences of any action or proceedings brought by third parties and/or its clients, directly or indirectly related to advertising or marketing the Product.

Given that the provision of terminals, Internet access, information loss and the backing up of data do not fall within the scope of the Seller's services, the latter cannot be held responsible for any difficulties available to any adequacy of these technical resources or services, nor for the incorrect operation of same nor for their improper usage by the Buyer. Likewise, the Seller cannot be held liable for the direct or indirect consequences of any damages affecting the Buyer's owing to system and/or data deficiencies or hacking.

More generally, the Seller is not required to remedy the harmful consequences of any of the causes listed in article 9.3 above.

10.2. The Buyer and the Retailer Buyer have been fully informed and accept that the Seller's civil liability, regardless of why said liability might be incurred (except for the cases of bodily injury and gross negligence) shall not exceed the amount paid to the Seller in regard to the Product in regards of which liability was incurred.

The attractive selling price of the Product specified in the acknowledgment of reception of the order was set taking into account this distribution of risks between the Seller and the Buyer, as well as the aforementioned limitation of compensation (in the case where liability is incurred); were such a distribution of risk not to have been agreed upon, the selling price would not have been so attractive.

The Buyer and the client of the Retailer Buyer vouch for the waiver of recourse vis-à-vis their insurers and third parties in a contractual relationship with them, and vis-à-vis the Seller and its insurers above and beyond the limits and exclusions set out above.

10.3. Any claims or complaints must be sent by the Buyer by way of registered letter with proof of delivery, along with all supporting documents (including, in particular, the packing list and the invoice, along with an exhaustive explanation of the reasons for the claim/complaint), sent within no more than three (3) days as from reception of the Product where there be a case of error or apparent defects, or, alternatively, within no more than eight (8) days as from the emergence of any other type of failure or in any other cases, including, in particular, as from the first emergence of the defect in question (in the case of a hidden defect). In all cases, unless otherwise provided for by provisions of public order, the Seller's liability, regardless of the basis (in particular as regards training, performance, termination and validity of the contract) may no longer be challenged after the contractual limitation period of one (1) year from the date of delivery of the Product or from the day on which the Ed delivery was supposed to have taken place.

11. RETENTION OF TITLE CLAUSE

11.1. THE SELLER RETAINS OWNERSHIP OF ALL THE PRODUCTS SOLD UP TO COMPLETE PAYMENT OF THE PRICE THEREOF (PRINCIPAL AMOUNT AND ACCESSORIES) WHEREBY "PAYMENT" DESIGNATES ACTUAL CREDITING ON THE SELLER'S ACCOUNT OF THE PRICE. NEVERTHELESS, AS FROM THE DELIVERY, THE BUYER SHALL BEAR LIABILITY FOR ANY DAMAGE THAT THE GOODS MIGHT SUFFER OR CAUSE.

In all cases, should the Buyer fail to respect this commitment and re-sell, alter, incorporate or pledge the Product prior to complete payment of the price, the Retailer Buyer undertakes to inform its own clients with complete information as to the rights of ownership of the Seller to the Product. Moreover, the Buyer undertakes to specifically identify the Seller's Product.

The Seller can request the return of the Product to the Buyer, and initiate recourse against the Buyer in order to recover its rights to dispose freely of the Product.

Moreover, in compliance with article 2372 of the Civil Code, the Seller can transfer its claims from a Retailer Buyer to that Retailer Buyer's claims over its own clients or to the subrogated insurance pay-outs made in regard to the Product.

11.2. In the event of receivership or court-ordered liquidation, orders in progress shall be automatically cancelled without there being any need to give notice if the Products have not yet been delivered in keeping with the applicable legal provisions. If however, the Products have been delivered, then the Seller re-serves the right to reclaim. Up to and contingent upon complete payment thereof, the Products commercialized by the Seller shall be considered under the stewardship of the Buyer and the latter must bear all and any risks that they might suffer or cause, on any grounds whatsoever, even in the case of force majeure, fortuitous event or owing to the acts of a third-party.

12. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

12.1. The Seller is the owner or user of a certain number of trademarks, names and distinctive signs, namely: J R I - T M I , TMI-Orion, VACQ, NanoVACQ, PicoVACQ, MiniVACQ, Ceridry, High-T-Dry, Drybal, Qlever, and FullRadio, with the Seller's industrial and intellectual property rights also extending to drawings and software installed on the Products. Consequently, all intellectual and industrial property rights as well as the Know-how in the communicated documents, and in regard to the Product itself remain the exclusive property of JRI-TMI USA.

12.2. The Buyer has only a right of use in regard to the software made available by the Seller, of which the latter remains the owner; therefore, the Buyer gives an undertaking not to copy, modify nor decompile all or any of the software installed on the Products.

The Buyer gives an undertaking not to use any graphic design, logo, name nor trademark which could be confused with the trademarks, names or distinctive signs of the Seller.

12.3. The Buyer cannot have nor acquire any nature of industrial or intellectual ownership rights in regard to studies, customized developments (for the Product and/or the software) carried out by the Seller on request thereto from the Buyer; these shall remain the exclusive property of the Seller even in the event of transfer of ownership of the goods.

12.4. Any usage which has not been authorized, or which is not conforming with the intellectual and industrial property rights belonging to the Seller may lead to civil and/or penal proceedings, in compliance with the provisions of the Intellectual Property Code.

12.5. In the event of the Buyer ordering Products that the Seller finds itself having to manufacture from drawings, models, plans, prototypes, or studies furnished by the Buyer, the Buyer guarantees that it holds all the rights to same.

The Buyer guarantees the Seller for and against all and any claims, infringement actions, actions implicating the Seller's tortious civil liability alleging imitation, unfair competition or parasitism on the part of the Seller owing to the possession, use, or modification of drawings, models, plans, prototypes, studies, molds or tools, or even the manufacturing or reselling of the Products, and the Buyer shall bear all direct and indirect consequences resulting from such actions.

Therefore, the Buyer gives an undertaking to completely compensate the Seller for all and any fees, expenses or damages that the Seller in regard to the preceding.

13. FORCE MAJEURE

Any event beyond the control of either party for which the given party could not reasonably have been expected to prepare itself shall be considered as constituting a case of force majeure and shall suspend the obligations of the parties. The parties agree that the following events are examples of a force majeure or fortuitous events (non-exhaustive list): strike, degradation of the Product caused by a third-party, civil war, foreign war, rioting or movements of unrest, terrorist attacks.

14. PERSONAL DATA PROTECTION

The data collected from the Retailer Buyer and/or the User Buyer by the Seller (Last name, first name, address, phone number, email address, bank details, etc.) are recorded in a customer file and are necessary for the good management and fulfilment of the contract, the warranty, the after-sale service, the sending of a newsletter and communication actions related to new offers from the Seller. By accepting these Terms and Conditions of Sale, the Retailer Buyer and the User Buyer give their consent to the use, by the Seller, of their personal data.

The collected personal data will be kept during a period of no more than 3 years, except if:
- a longer conservation is authorized or imposed by law or regulations,
- the Retailer Buyer or the User Buyer has exercised a lawful right in the conditions described below.

Access to personal data is strictly limited to the Seller staff entitled to handle the data due to their professional functions. The collected data can be communicated to third parties by contract, for the completion of tasks necessary for the good management and fulfilment of the contract with the Retailer Buyer or the User Buyer, without need of their authorization. Within the scope of their service, the third parties only have limited access to

the data and have a contractual obligation to use them in compliance with the applicable legislation as regards to personal data protection. Apart from the cases stated above, the Seller will not sell, rent, give or give access to third parties to the data without prior informing the Retailer Buyer and/or the User Buyer unless obliged by a legitimate ground (legal obligation, fight against fraud or abuse, exercise of the rights of defense, etc...).

14.2 In accordance with applicable legal and regulatory provisions, the customer has the right to access, to rectification, to data portability, to data erasure and to restriction of processing of his personal data. For legitimate reasons, the customer also has a right to object to the handling of his personal data.

The Retailer Buyer and the User Buyer may exercise their rights, with a valid identity document, by contacting: dpo@group-mms.com

14.3. If the Retailer Buyer and/or the User Buyer do not want to receive (anymore) commercial information and invitations from the Seller by email, SMS messages, phone calls and mail, they may mention their choice upon placing the order, or modify their choice by contacting JRI-TMI in the conditions mentioned above or by using the unsubscribe links appearing in the messages. This right also applies to persons whom personal data (their identity and details) have been transmitted, with their authorization, to the Seller for commercial prospection purposes.