

TERMS AND CONDITIONS OF SALES

1. Definitions

The following definitions are made for the content of this document:

- **Company or Seller:** Refers to Ascend Beyond Space, the legal entity issuing this document or any associated sales agreements.
- **Buyer:** The entity purchasing goods or services from Ascend Beyond Space.
- **Goods:** All tangible and intangible items provided under sale, including hardware, software, services, and associated documentation.
- **Contract:** The agreement between Ascend Beyond Space and the Buyer, including these terms and any other referenced documents or amendments.

2. General Terms

The terms and conditions set forth in this document shall exclusively govern all sales transactions conducted by the Seller and shall prevail over any conflicting terms and conditions proposed by the buyer, except as otherwise expressly agreed in writing.

Any modifications, amendments, or deviations from these terms must receive the prior written consent of the Seller and be documented in a duly executed agreement.

3. Confidentiality

Any information disclosed by the Company to the Buyer in connection with this Contract shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Company, except as required by law, regulation, or a valid court order.

4. Pricing and Payment

All prices are stated exclusive of applicable taxes unless expressly indicated otherwise and shall remain valid for the duration specified in the corresponding quotation.

Payment terms shall be "net fifteen (15) days" from the date of the invoice. Any failure by the Buyer to remit payment within the prescribed timeframe shall result in a late payment charge of one percent (1%) of the total invoice value per started month, which shall accrue to the Buyer's account until full payment is received.

Unless expressly agreed otherwise in writing, the Seller's prices do not include sales or use taxes, import or export duties, or similar charges, all of which shall be the sole responsibility of the Buyer to pay and manage.

Payments shall be made in the currency specified on the invoice and in strict accordance with the agreed payment terms.

5. Delivery

Ascend Beyond Space shall deliver the Goods in accordance with the mutually agreed timeline. In the event of any delays, Ascend Beyond Space shall provide timely notification to the Buyer.

Unless otherwise expressly agreed in writing, all Goods shall be sold and delivered under the terms FCA (Free Carrier) Ascend Beyond Space facilities in France, as defined by INCOTERMS 2020. Risk of loss or damage to the Goods shall transfer to the Buyer upon delivery, unless otherwise stipulated in the Contract.

Goods not expressly rejected by the Buyer within fifteen (15) days of delivery shall be deemed accepted. Once accepted, such Goods shall be subject to the warranty conditions set forth in this document.

The delivery and scope of supply shall be determined based on the Seller's quotation and any subsequent changes expressly agreed to by the Seller in writing. The Buyer reserves the right to request changes to schedules, the scope of supply, or to temporarily suspend work. The Seller will make reasonable efforts to accommodate such requests, provided they are submitted in writing at least ninety (90) days prior to the scheduled shipment date. If a suspension exceeds thirty (30) days, the Seller shall be entitled to payment for all work completed and costs incurred up to the suspension date. The Seller shall have no obligation to implement any requested changes unless and until the parties negotiate and agree on any necessary price adjustments, as evidenced by a formal amendment to this Order.

6. Export Regulations

The Buyer acknowledges that any items purchased and subsequently exported are subject to applicable export control regulations, including but not limited to those established by the European Union and the United States Department of Commerce and/or State Department. The Buyer assumes full responsibility for compliance with these regulations, which may include obtaining necessary export licenses and re-export authorizations, unless expressly agreed otherwise in writing by the Seller.

In the event that applicable export regulations prohibit or render the Seller's performance impracticable, the Seller shall be excused from any obligations under the Order without incurring further liability to the Buyer.

7. Intellectual Property

The sale of Goods does not confer or transfer any ownership rights, title, or interest in the intellectual property associated with the Goods, including but not limited to patents, trademarks, copyrights, trade secrets, or other proprietary rights, unless expressly agreed in writing by both parties.

The Buyer is granted a non-exclusive, non-transferable right to use the Goods solely for their intended purpose as defined in the applicable contract or agreement. Any use of the Goods outside the scope of the intended purpose is strictly prohibited without the prior written consent of the Seller.

8. Warranties

The Seller warrants that the goods supplied will be free from defects in materials and workmanship for a specified warranty period, commencing on the date of delivery. If a non-conformance is reported in writing within the warranty period and confirmed by the Seller, the Seller, at its sole discretion, will either: repair or replace the defective goods (excluding costs for removal and reinstallation), or refund the purchase price of the defective goods.

Unless otherwise agreed in writing, the warranty period for new goods shall be twelve (12) months from the date of delivery or until the goods are integrated by the user, whichever occurs first. This warranty does not apply to defects arising from misuse, improper installation, unauthorized repairs, inspections, or modifications to the goods.

To the maximum extent permitted by law, all other warranties, whether express or implied, including but not limited to any implied warranties of fitness for a particular purpose, are expressly disclaimed.

9. Liability

Ascend Beyond Space shall not be liable for any indirect, consequential, incidental, or special damages arising out of or in connection with the sale, use, or performance of the Goods, whether in contract, tort (including negligence), or otherwise.

The maximum aggregate liability of Ascend Beyond Space under this Contract shall not exceed the total purchase price paid for the Goods sold under this Contract.

No claims for breach of this Contract shall be valid unless brought within two (2) years from the date of delivery of the Goods.

10. Governing Law

This Contract shall be governed by and construed in accordance with the laws of France. Any disputes arising out of or in connection with this Contract shall be resolved through arbitration or mediation, as mutually agreed upon by both parties, in accordance with the applicable rules and procedures.

11. Force Majeure

The Seller shall not be liable for any delay or failure to perform its obligations under this Contract due to events or circumstances beyond its reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, labor disputes, or disruptions in the supply chain.

The Company agrees to supply the specified goods and/or services to the Buyer as outlined in the relevant quotation, proposal, or acknowledgment, contingent upon the Buyer's acceptance of the terms and conditions set forth herein

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