

GENERAL TERMS AND CONDITIONS OF SALE

SABI AGRI - Biopôle Clermont Limagne - 4 rue Marie Curie - 63360 Saint Beauzire
SAS with a capital of €173,637.00 - 831 190 806 RCS Clermont Ferrand
www.torque.works

These General Terms and Conditions of Sale (hereinafter "T&Cs") are offered by **SABI AGRI**, trading name "Torque Works" SAS with a capital of €173,637, registered with the CLERMONT FERRAND Trade and Companies Register under number 831 190 806, whose registered office is located at 4 rue Marie Curie in 63360 SAINT-BEAUZIRE. Its individual FR VAT identification number is FR26 831 190 806

These T&Cs apply to any sale made on the <https://www.torque.works/website> (hereinafter the "Website"). They take precedence over any other version or agreement to the contrary, including the Customer's general or special terms and conditions of purchase in the absence of express acceptance by SABI AGRI. Any other documents issued by SABI AGRI such as catalogues, sales presentations, etc. are for information purposes only.

Any order implies full and complete acceptance of all of these T&Cs, which have been communicated to the Client in a legible and understandable manner.

In accordance with the regulations in force, SABI AGRI reserves the right to derogate from certain clauses hereof, according to the negotiations conducted with the Client, formalised by the establishment of Special Conditions.

The Client declares that he has read these T&Cs and accepted them before purchasing the Products.

SABI AGRI reserves the right to modify the T&Cs at any time. The clauses relating to the applicable T&Cs are those in force at the time of the order placed by the Client.

ARTICLE 1 – SCOPE – PRIOR INFORMATION

1.1 – SABI AGRI sells on the Website agricultural robot electrification components and kits in kit form (hereinafter the "Products"), exclusively for farmers or distributors (hereinafter the "Customers").

These Products are certified in accordance with the European Directive 2006/42/EC, and only for professional customers in the agricultural sector with an intra-community VAT number. SABI AGRI does not guarantee under any circumstances the compliance of the Products with requirements or standards other than Community standards, including in the event that the Product is imported/exported by the Customer or a third party outside the European Union.

The description of the Products is detailed in each advertisement on the Website.

1.2 – For the performance of its obligations, SABI AGRI is only bound by an obligation of means. As such, it undertakes to implement all means necessary for the proper performance of its obligations, in compliance with the rules of the art.

1.3 – The Client acknowledges that it has read, before placing an order, the necessary advice, warnings and recommendations concerning the Products, and all the information necessary to enable it to ensure that it is suitable for the use it intends to make of it.

In view of the information provided to him, the Client acknowledges that he has the skills and equipment necessary for the use of the Products ordered.

ARTICLE 2 – DEFINITION OF REQUIREMENTS – ORDER

2.1 - The Client remains solely responsible for defining its needs and for the suitability of the equipment and configuration chosen in relation to the topology of the terrain and future use. SABI AGRI cannot be held liable in this respect.

2.2 – Once the Client has defined its needs, it orders the Products online only via the Website.

The order is effective when the full payment of the price is received by SABI AGRI.

2.3 – The preparation and delivery times mentioned at the time of the order are specified for information purposes only.

ARTICLE 3 – FINANCIAL CONDITIONS

3.1 – The price of the Product is indicated on the Website and specific to each of the Products ordered. Where applicable, it is supplemented or supplemented by the additional services requested by the Client (delivery, training, warranty extension, etc.) and/or the accessories ordered.

Prices are indicated excluding VAT, ex-works and do not include, except in special tariff conditions, transport, any administrative or customs fees, or insurance costs which remain at the expense of the Client.

The Order is paid exclusively on the Website or by bank transfer.

3.2 – In the event of late payment, the Client will automatically be liable for late payment penalties equal to the half-yearly key rate of the European Central Bank in force on the date of the order, increased by ten (10) points, applied to the amount including VAT of the price appearing on the invoice, from the due date of the invoice.

In addition, the Client will be liable for a lump sum compensation for recovery costs in the amount of forty (40) euros, SABI AGRI reserving the right to request additional compensation if the costs actually incurred were higher.

3.3 – The invoice will be issued and sent to the Client when the Products are shipped.

ARTICLE 4 – DELIVERY AND ASSEMBLY

4.1 – The delivery of the Products ordered by the Client will be carried out by a carrier chosen by SABI AGRI.

The delivery costs will ultimately be borne by the Client, who will also have to bear the costs of insurance and unloading at destination.

4.2 – Upon receipt, the Client is required to check the apparent condition of the parts of the Product and its conformity to the order.

It is therefore the responsibility of the Client to express the reservations it deems necessary and/or to present any claims to the carriers in the event of damage, delay (with regard to the deadlines specified by the transport company), missing parts, as well as for any other cause, in compliance with the provisions of Articles L. 133-1 et seq. of the French Commercial Code. In the event of deterioration of the packaging or product following transport, the customer must provide, if necessary, within a maximum period of 48 hours after delivery, any proof attesting to the reality of the alleged defect or anomaly, under penalty of forfeiture of the right to act and waiver of the right to act.

SABI AGRI will have a period of 30 days to make its position known and will be entitled to refuse any warranty if the "defect" invoked by the Client does not constitute a non-conformity with the order or a defect within the meaning of the applicable legal, regulatory or contractual texts.

4.3 – The Client undertakes to assemble and assemble the Products delivered in kit form in accordance with the instructions and user and assembly manuals provided to it at the time of delivery.

The Client also undertakes to follow the instructions for assembling the Products.

For Products that require it (e.g. agricultural products sold in kits), the Customer will contact SABI AGRI when the assembly is completed, via the control application or the web portal. SABI AGRI will check that the assembly is complete, before authorizing the debridage of the Product so that the Customer can put it into operation. Only this control and the resulting jailbreak allows robotic products to operate in automated modes of movement.

ARTICLE 5 – OBLIGATIONS AND COMMITMENTS OF THE PARTIES

5.1 – The Client is responsible for defining its needs and for the suitability of the Products for them.

The Client undertakes to read and conscientiously study all the technical and contractual documents communicated to it at the time of the order and delivery of the Products, in particular the product assembly manuals. He also undertakes to follow the Webinar relating to the use of the Products.

In the event of non-receipt of the above-mentioned documents, the Client undertakes to contact SABI AGRI by email to request their communication before any attempt to assemble and assemble the Products. In the absence of such a request made by the Customer, the Customer may not engage the liability of SABI AGRI or invoke any legal or contractual warranty in the event of defect in the parts or Products.

The Client undertakes to use the Products in accordance with their initial purpose (agricultural use) and acknowledges that any use that does not comply with this purpose and/or SABI AGRI's recommendations shall not engage SABI AGRI's liability in the event of damage caused to the Client, third parties, the Product itself or elements external to the Product.

5.2 – The Client undertakes to pay the price indicated at the time of the order as well as all costs incurred by the delivery of the Products.

ARTICLE 6 – WARRANTY AND RESPONSIBILITIES

6.1 – Legal guarantees

SABI AGRI is responsible for the design and manufacture of the Products in accordance with the rules of the art as well as the applicable legal and regulatory texts. SABI AGRI has taken out a professional indemnity insurance policy covering its activities.

In this context, SABI AGRI guarantees, in accordance with the legal provisions, the Client against any lack of conformity and any hidden defect resulting from a defect in the design or manufacture of one or more spare parts of the Products, excluding in particular the reservations set out in Article 6.4.

6.2 – Contractual guarantee

The Client also has a contractual guarantee on the spare parts contained in the kits, included in the price mentioned on the quote, for a period of 12 months from receipt of the Products.

A possible extension, for a further 12 months (i.e. 24 months in total), may be requested for certain Products. It is not included in the price and will give rise to additional invoicing at the current rate.

6.3 – Implementation of safeguards

To implement these legal and contractual guarantees, the Client must inform SABI AGRI by email at contact@torque.works of the breakdown or non-conformity of the part observed, then return only the part concerned to SABI AGRI.

6.4 – Disclaimer of warranty

Any apparent defect or defect relating to any of the parts of the Products must be notified to SABI AGRI in writing at the time of delivery, under the conditions stipulated in Article 4.2, under penalty of foreclosure of the right to act and waiver of the right to act.

In addition, SABI AGRI cannot be held liable, and no guarantee will be due, in the following cases:

- Inadequacy of the Customer needs of the Product ordered;
- Assembly and assembly of the Product that does not comply with the instructions and technical manuals given to the Client at the time of delivery, regardless of the checks carried out and the delivery of the jailbreak key by SABI AGRI;
- Modification and/or maintenance of the software solution, carried out by the Client or by a third party at its request;
- Abnormal, atypical use, or use that is not in accordance with its intended purpose;
- Dangerous use or handling, failure to comply with the indications and recommendations contained in the user manual given to the Client;
- Abnormal storage, charging or use conditions (humidity level, temperature, power, etc.);
- Unauthorized intervention on the machine (e.g. opening the trunk containing the electronics, opening the batteries, modifying the on-board computer program, etc.);
- Damage or modification of the machine by an unauthorised third party or by the Client;
- Lack of care or maintenance by a qualified professional;
- Defect resulting from the accessories used or from joint use with an unsuitable accessory;
- Defect resulting from a change or evolution of the technology or component used (software update, obsolescence of a component not manufactured by SABI AGRI, etc.).

Also excluded from the warranty are defects and deterioration as well as failures of the parts of the Products caused by natural wear and tear.

In these different cases, the replacement of the damaged parts will give rise to the Client's invoicing.

6.5 – Limitation of warranty and liability

SABI AGRI's liability is limited solely to direct material damage caused to the Customer, which would result from faults attributable to it in the performance of this contract.

In particular, SABI AGRI cannot be held liable for indirect or immaterial damage or loss of business or turnover (i.e., without this list being exhaustive, loss of earnings or profits, loss of data, loss of opportunity, commercial damage, consequences of complaints or claims by third parties against the Client), even if SABI AGRI has been warned of the possibility of their occurrence.

In any event, the Client expressly acknowledges that, in the event that SABI AGRI is held liable, it will be limited to the amount of the price paid at the time of the order and cannot be sought for a higher amount.

ARTICLE 7 – PROVISIONS OF THE CONSUMER CODE

7.1 – Right of withdrawal

The Consumer Customer, or the non-professional and/or any company referred to in Article L.221-3 of the Consumer Code has a period of 14 (fourteen) working days from receipt of the Product to exercise their right of withdrawal.

The right of withdrawal will be exercised by means of the form annexed to these T&Cs, then by returning the Products in parts and in their original packaging, at the expense and under the responsibility of the Client.

The refund of the Products will be made to the bank account used for their payment, when all the spare parts of the Product have been received by SABI AGRI and the latter has been able to ensure that they are in perfect condition and functioning.

7.2 – Consumer mediator

In the event of a dispute with SABI AGRI, the Consumer Customer must send his complaint directly to SABI AGRI, by email, at the following email address: contact@torque.works

If the conciliation attempt fails, the Consumer may have recourse to a conventional mediation procedure by having recourse, free of charge, within one year of the complaint, to the competent consumer mediator in accordance with the provisions of Title I of Book VI of the Consumer Code: Mediation Solution 222, chemin de la bergerie 01800 SAINT JEAN DE NIOST contact@sasmediationsolution-conso.fr +33 04 82 53 93 06

ARTICLE 8 – TERMINATION

8.1 - SABI AGRI shall have the right to unilaterally terminate the contract, without notice or compensation, without summons or other formality, in the following circumstances:

- Non-payment of the invoice by the Client;
- Failure to comply with its obligations by the Client, in particular in the event of a breach of the clauses of these T&Cs, and in particular the obligations of loyal cooperation, confidentiality, intellectual property rights;
- Inability to deliver the Products;
- Disruption of supply of a component or raw material necessary for the manufacture of the Products;
- Change or evolution of technology that does not make it possible to maintain the technical or pricing conditions that are the subject of the order;
- Change or evolution of the legislation or regulations applicable to machines designed and/or marketed by SABI AGRI

SABI AGRI remains the owner of the Products until they have been paid in full, the Client remaining responsible for the safety of the Products and their uses soon as they are handed over to the carrier. The Client therefore refrains from any modification, assembly or adaptation of the Products before full payment. The Products will remain stored in such a way that they can be clearly identified in the event of a claim by SABI AGRI, which will be made by registered letter with acknowledgement of receipt.

SABI AGRI will inform the Client by email of the termination of the sale.

The Client shall not be entitled to any compensation in the event of the implementation of this clause by SABI AGRI.

In the event of termination due to a contractual breach by the Client, this termination clause does not prevent SABI AGRI from also taking any legal action it deems appropriate, and requesting any damages for the prejudice suffered.

8.2 – The Client, assimilated to a consumer, has the right to terminate these T&Cs in the event of non-performance of SABI AGRI's legal obligations, in particular in the event of non-delivery of the Products.

The Client shall inform SABI AGRI by registered letter with acknowledgement of receipt of the cancellation of the sale.

ARTICLE 9 – INTELLECTUAL PROPERTY RIGHTS

Trademarks, patents, designs and models, domain names, products, software, images, videos, texts or more generally any information subject to intellectual property rights are and remain the exclusive property of SABI AGRI, which reserves the exclusive right to correct any errors in the integrated software. No transfer of intellectual property rights is made through these T&Cs. Any total or partial reproduction, modification or use of these rights for any reason whatsoever is strictly prohibited and will be subject to civil and/or criminal proceedings.

The Client undertakes to communicate to SABI AGRI any information of which it is aware concerning infringing acts committed by third parties, or concerning any action taken against SABI AGRI concerning the above-mentioned elements of intellectual property, and to cooperate to enable the sanction of the latter and the compensation of the damage suffered by SABI AGRI.

ARTICLE 10 – SITE LICENSE AGREEMENT

In order to allow the Client to use the Products in the context of its professional activity, SABI AGRI grants it a personal, non-exclusive and non-transferable licence to use the software integrated into the Product.

10.1 – Rights granted

The granted right to exploit the software includes the right to implement this software and its functionalities, only on the medium provided by SABI AGRI and in the context of the professional and agricultural use of the Products.

This license does not grant the Customer the right to modify, decompile or maintain the licensed software solution. These rights are explicitly reserved to SABI AGRI or to any person it has expressly mandated for this purpose.

10.2 – Territory

This license is valid for the entire world.

10.3 – Duration of operation

This operating license takes effect from the date of signature of the T&Cs and is concluded for the entire duration of use of the Product, within the limit of the expiry of the legal protection period on the software concerned.

10.4 – Royalties

The operating license fee is fully integrated into the price paid by the Customer when ordering the Product.

10.5 – Obligations of the Client

The Client undertakes to communicate to SABI AGRI any information of which it is aware concerning infringing acts committed by third parties, or concerning any action taken against SABI AGRI concerning the above-mentioned elements of intellectual property and to cooperate to enable the sanction of the latter and the compensation of the damage suffered by SABI AGRI.

ARTICLE 11 – CONFIDENTIALITY

The Client acknowledges that it may, within the framework of these terms and conditions, be entrusted with confidential information of a technical, commercial, marketing, financial, legal nature or relating to elements to which intellectual property rights are attached. However, this list is not exhaustive. This information must not, in any way, be disclosed to third parties.

It undertakes to keep strictly confidential this information, of any nature whatsoever, written or oral, to which it has had access or which it has discovered as a result of the negotiation, conclusion and performance of this contract and is prohibited from communicating it to persons other than those who are entitled to know it under them, under penalty of having to compensate for the damage suffered.

ARTICLE 12 – PERSONAL DATA

The Parties undertake to process all personal data of which they are aware hereunder in accordance with the regulations in force applicable to the processing of personal data and the protection of privacy, and in particular the provisions of the Data Protection Act (Law 78-17 of 6 January 1978 as amended) and the General Data Protection Regulation (Regulation 2016/679 of 27 April 2016).

The personal data collected from the Client is subject to computer processing carried out by SABI AGRI as data controller. This data is exclusively contact details (surname, first name of the interlocutors, telephone number, postal and email addresses).

The purpose of the processing is to manage and follow up on orders, to carry out maintenance and corrective interventions on the software solution, as well as to comply with legal and regulatory obligations. The legal basis for the processing of Customers' personal data is the performance of the contract or pre-contractual measures (Article 6.1.b of the GDPR).

The personal data collected is kept only for the time necessary to achieve the purposes for which it is collected and processed. Thus, Customers' data is kept for the duration of the contractual relationship with SABI AGRI, then is archived for the legal limitation period under common law.

The information collected may be communicated to SABI AGRI's subcontractors by contract for the performance of subcontracted tasks and stored or transferred only within the European Union.

In application of the GDPR, the natural persons concerned may at any time access the data concerning them held by SABI AGRI and request their access, limitation, portability, rectification or erasure. Thus, the natural persons concerned may request the rectification, completion, clarification, updating or deletion of personal data concerning them that are inaccurate, incomplete, ambiguous, outdated or whose collection or use, communication or storage is prohibited. They also have the right to object, at any time to SABI AGRI, for reasons relating to their particular situation, to the processing of their personal data on the legal basis of SABI AGRI's legitimate interest.

The natural persons concerned may exercise their rights and obtain communication of information concerning them by e-mail by contacting contact@torque.works. They have the right to lodge a complaint with the competent supervisory authority, the CNIL: <https://www.cnil.fr/fr/webform/nous-contacter>

ARTICLE 13 – CLAUSES COMMUNES

13.1 – Force majeure

The Parties may not be held liable for the non-performance of a contractual obligation, if such non-performance is due to a case of force majeure, as usually defined by Article 1218 of the Civil Code and case law, relating to, but not limited to, a total or partial strike, natural disaster, state of civil or military war, riots, embargoes, general mobilizations, epidemics (especially COVID 19), impossibility and difficulties in the supply of raw materials, etc.

The Party that is the victim of a case of force majeure undertakes to inform the other party of the occurrence of a force majeure event and its consequences on the performance of the contract, within 8 days of the start of the event. In the event that the suspension continues beyond a period of 60 (sixty) calendar days, each of the Parties will have the possibility to terminate the contract by operation of law without compensation or notice, by notifying the other Party of its decision by registered letter with acknowledgement of receipt.

13.2 – Severability of Clauses and Non-Waiver

If any of the provisions of these T&Cs is declared null and void, it will be deemed unwritten, but will not result in the nullity of the T&Cs as a whole, unless it is a clause relating to an essential obligation, i.e. one of the parties to enter into a contract on the date of signature of these T&Cs. However, the validity of the GTC shall not be affected if the Parties agree to substitute a valid clause reflecting their original intention for the said void clause.

The fact that SABI AGRI does not avail itself at a given time of one of the provisions of the T&Cs cannot be interpreted as a waiver of the application of one of these stipulations in the future.

13.3 – Predominant language

These T&Cs are written in French, and in an informative manner in English, Dutch, Spanish, Italian, Polish and German. In the event of a discrepancy between the French version and the other versions, or difficulties of interpretation, the French version shall prevail.

13.4 – Applicable law – disputes

These T&Cs are governed by French law. In the event of any difficulty regarding the validity, interpretation and/or execution of these T&Cs, the Parties will endeavour to resolve their dispute amicably.

In the event of a persistent disagreement beyond a period of thirty (30) days, the Parties will have the right to submit the dispute exclusively to the competent court located in Clermont-Ferrand.

ANNEX 1

RIGHT OF WITHDRAWAL

[First name, Last name of the sender]
[Address]
[Phone Number]
[Address e-mail]

SABI AGRI
BIOPOLE CLERMONT-LIMAGNE,
4 RUE MARIE CURIE
63360 SAINT-BEAUZIRE

By registered letter with acknowledgement of receipt

At [location], on [date]

SUBJECT: RIGHT OF WITHDRAWAL

Identification of the Customer: name / company name / order number

Dear Madam, Sir,

I signed a contract with your company on [DATE of contract].

Please take into account my request for withdrawal from the date of receipt of this letter.

Please accept, Madam, Sir, the expression of my distinguished greetings.

[Signature]