

MSA FRANCE SAS

Terms and Conditions of Sale (TCS)

1. General Remarks

The present provisions determine the sales conditions of products marketed by MSA FRANCE, (hereafter referred to as the 'Vendor'). Any order implies total and unreserved adherence by the buyer to these general sales conditions which apply in any event, including Vendor's Terms and Conditions on Order Processing and Delivery ("Order Processing Terms") attached as Exhibit A. The above exclusion includes all documents such as technical data sheets, publicity leaflets or catalogues issued by the Vendor, which can only serve for information purposes. Any contrary stipulation figuring on the buyer's purchase order shall not apply. The Vendor shall not be bound by agreements that may be made by his employees unless subject to written confirmation by a person duly authorized to enter into such agreements in the name of and on behalf of the Vendor. The Vendor reserves the right to refuse or to subject to special conditions any order with regard to quantity, a composition or packaging that are different from the standard offers, subject to the Order Processing Terms.

The buyer, who has noted the present TCS, expressly recognizes the balanced nature of the provisions contained therein. He acknowledges that the Vendor has forwarded all information determining his consent to acquire the Vendor's products. The present TCS are modifiable at any time by the Vendor. The modified provisions apply to orders placed as of the time of their modification. The provisions of article 1195 of the Civil Code shall not be invoked by the buyer in order to not fulfill all or part of his undertaken obligations.

The sales contract shall not be considered complete prior to the express acceptance on behalf of the Vendor, in the form of acknowledgement of receipt. The buyer shall not take advantage of the absence of an acknowledgement of receipt in order to abandon or modify his order without the express consent of the Vendor.

Orders, once acknowledged by the Vendor, may not be cancelled without express written authorization by the Vendor. If and when authorized, appropriate fees may apply. For more information, consult the Order Processing Terms.

The Vendor shall retain the right to modify the products that he markets (hereafter referred to as 'the Products') in any way deemed appropriate, even after the orders have been accepted, without this affecting the essential characteristics of the Products. The sale of Products is final. They will neither be taken back nor exchanged.

2. Delivery

Delivery is made by the direct transfer of the Product to the buyer at the location expressly agreed upon. In any event, the Products travel at the risk of the buyer who is responsible, in case of damage or missing items, for making any claims or statements of reservations necessary and for informing the Vendor within the 24 hours following reception of the order. The Vendor shall then make every effort to assist the buyer in his claim against the transporter. The Products are deliverable in France carriage paid for any order of an amount equal to or surpassing €2000. For orders under this amount, a fixed charge of €45 for transportation will be billed. Express deliveries, transportation of dangerous goods, or special transportation requests from Buyer will incur additional transportation charges.

Delivery dates are provided for information purposes only, are not of the essence, and do not in any way constitute a binding obligation on Vendor as materials are at all times subject to prior orders. Delays in delivery shall in no way give rise to damage claims, nor retention.

Should the shipment be delayed for any reason beyond the control of the Vendor, the Products may be moved and stored at the risk and expense of the buyer in any other place as determined by the Vendor who shall refuse any responsibility in this respect. Meanwhile, the Vendor shall reserve the full right to terminate the sale in the case of storage of the Products for a period surpassing one month from the scheduled date of delivery, subject to him

reimbursing the buyer who is not responsible for the delay, any or all of the amount already paid, less any warehousing or handling costs.

If any shipment or delivery is delayed due to the buyer's request, act, or omission, then payments will become due as if shipment or delivery had occurred as scheduled.

3. Grounds for Exception

Should any conflicts, explosions, labor disruptions, any circumstances such as fire, industrial disputes, war, economic trade restrictions (including from U.S.), export license revocations, terrorist acts, civil or military insurrection, acts of Gods, epidemics, natural disasters, industrial action, requisition, embargo, U.S., E.U., or U.K. trade sanctions, prohibition of currency transfer, insurrection, raw materials or energy shortages, difficulties in transportation or supplying of raw materials or components, energy usage restrictions or failures, breakage or breakdown of machinery or other operating difficulties or circumstances beyond Vendor's reasonable control occur after conclusion of the contract and prevent or render difficult its execution by the Vendor or by his sub-contractors, when these are beyond the control of the Vendor, then they shall constitute grounds for exception from liability.

4. Acceptance

Without prejudice to the arrangements to be made with the carrier, the claims regarding the obvious defects or the non-compliance with the product delivered and the product ordered or with the packing slip, must be made with the Vendor by registered letter with acknowledgement of receipt within 3 days of reception of the Products, under penalty of foreclosure. It shall be incumbent upon the buyer to provide all justification regarding the validity of the flaws or anomalies observed.

Buyer shall allow the Vendor total latitude for tallying the defects and remedying them. He shall refrain from intervening himself or from having a third-party intervene under penalty of losing all rights to compensation. Supplying non-compliant Products or Products bearing obvious flaws shall in no way render the Vendor liable for more than the replacement of the Products.

No merchandise may be returned to the Vendor without his formal agreement. Any claim on deliveries should occur within 60 days from delivery to customer warehouse, after this time no claim can be accepted by the Vendor.

Returns of new products will be handled in accordance with the Order Processing Terms, which may include charges to Buyer.

5. Guarantee

The Products, as sold by the Vendor, are guaranteed against any material or manufacturing defect, with the exception of obvious flaws, for a duration of one year from the billing date or, for certain products, for a greater duration when expressly stipulated in the updated marketing literature issued by the Vendor. The burden of proof of the defects shall be borne by the buyer, who must provide all justifications regarding the defects observed.

The Products subject to claims must be returned in their original packaging to the Vendor after obtaining his consent, with carriage costs assumed by the buyer.

The guarantee covers, at the Vendor's option, the repair, the replacement or the reimbursement of the Products acknowledged as defective. The guarantee does not cover deteriorations resulting from abnormal wear of the Products, transportation, failure to follow manufacturer instructions, lack of maintenance, improper, excessive or abusive usage of the Products and generally speaking, from inappropriate environmental, storage or operating conditions.

The repair, modification or replacement of Products during the period covered by the guarantee shall not serve to prolong the duration of the Product guarantee, as is the case for any maintenance contract operation. The Vendor's responsibility regarding Product defects shall be strictly limited to the obligations

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thus defined and it is expressly convened that the Vendor shall not be obliged to indemnify in any way any direct or indirect prejudice whatsoever. The Buyer shall not invoke any litigation or return under guarantee in the interest of suspending payment due on Products.

The Vendor shall be allowed to request the buyer to suspend the sale of the Products that are part of the same lot as the defective Product for the duration of the handling of the guarantee request. Should the defect be acknowledged by the Vendor, the buyer pledges, at the request of the Vendor, to withdraw from sale all Products concerned, to return them to the Vendor or to destroy them on site and send a certificate of destruction to the Vendor. The conditions defined for the guarantee shall be fully applicable to these Products.

6. Usage and safety instructions

The Buyer pledges to ensure that the Vendor's usage and safety instructions are transmitted to the Buyer's own clients. As it is a question of stationary gas or fire detection systems, the buyer further commits himself to ensure the appropriate information for his clientele and to follow all instructions given to him by the Vendor in this respect. Finally, the buyer pledges to inform the Vendor of any incident relating to Product safety that he may become aware of.

7. Pricing

The Products are supplied at the prices in effect on the day of the order. The prices of Products carrying an availability waiting period may be revised by the application of an indexation clause accepted by both parties at the time of the order. In accordance with article 1164 of the Civil Code, the prices may be modified at any time by the Vendor without prior notice. The price is stated before tax upon leaving the Vendor's factory or warehouse. All tax, duty, or other fee to be paid in the application of French regulations shall be borne by the Buyer. The parties have expressly agreed to exclude the provisions of article 1223 of the Civil Code which do not apply to the sale of Products.

The Vendor's price includes packaging. Any request by the Buyer for packaging or carriage other than those provided for by the Vendor's services shall figure on an additional invoice. Packaging shall in no event be taken back by the Vendor.

Notwithstanding the foregoing, Buyer acknowledges that the pricing for the Products, regardless of the Quotation or acknowledged Offer by Vendor, shall be subject to further increase upon written notice if (i) required by applicable law, (ii) a material change in working or economic conditions affects the Products, (iii) raw material or supplier price increases are passed through to Vendor that cannot be mitigated through reasonable commercial efforts, or (iv) due to other unforeseen circumstances not attributable to Vendor.

8. Payment

Payments are made at the Vendor's Head Office 30 days after the end of the billing month. No discount shall be applied for payment before the due date.

Should payment be late, the Vendor reserves the right to apply a late payment penalty at the annual rate of 12% and a compensation of 40€, immediately due upon the simple request of the Vendor, without this clause prejudicing the pay ability of the debt. The Vendor may also suspend all standing orders without prejudice to any other courses of action. In such case, as in default of payment, forty-eight hours after a formal demand yielding no results, the sale shall be automatically cancelled as judged by the Vendor who may request an injunction for the restitution of the Products without prejudice to any other indemnities. The cancellation may, as the Vendor desires, apply to all preceding unpaid orders, regardless of whether they have been delivered, are in the process of being delivered, or if payment is outstanding or not.

Cash payment or provision of a guarantee (such as a bank guarantee) may still be required in the absence of references deemed satisfactory by the Vendor, either at the time of the first

order, or subsequently if the Vendor's risk evaluation changes for whatever reason. The Vendor reserves the right, at all times, according to the risk evaluation incurred and the guarantees offered, to fix or reduce the buyer's limit outstanding and to adapt the client's term of payment.

The granting of any discount is dependent upon the full payment by the Buyer of the sums due to the Vendor according to the terms agreed upon within the reference period for such discounts to be granted.

9. Cancellations

In all cancellation cases, Buyer agrees to be bound by the Order Processing Terms.

10. Title Retention Clause – Transfer of Risks

The Vendor reserves the property of the delivered Products until full payment of the price. For application of the present clause, the payments received shall be imputed by priority on the price of the merchandise that is not found in kind. However, the transfer of risks of the Products shall take place upon shipment from the Vendor's warehouse or from the moment they are made available in the Vendor's factories or warehouses. The title of the Products is considered retained until proof of their payment is provided. Payment shall be construed as actual collection of the price and not the handing over of a bill of exchange or any other titles that create an obligation to pay. For the duration of the title retention, the buyer, as custodian of the item, is responsible for any damage or loss occurring after delivery.

11. Prohibited Behavior

The buyer undertakes to refrain from any and all behavior or action that may infringe upon the intellectual property rights of the Vendor. Any reproduction or representation by the Buyer of brands, logos or corporate name of the Vendor, including over the Internet, shall be subject to written authorization by the Vendor. It is expressly forbidden for the buyer to use the Vendor's company name or any of his brands in the name or part of the domain name of an Internet site.

The buyer undertakes to abstain from altering or denaturing in whole or in part the Products or their packaging, marking or numbers. He shall also abstain from selling the Products without their original packaging.

The buyer shall abstain from using the Products as a loss leader or from selling them at a loss.

The Buyer pledges to inform the Vendor of prohibited practices perpetrated by third parties that he may be aware of. He shall abstain from supplying or from getting supplies from the parties at the source of such practices.

12. Jurisdiction Clause / Applicable Law

Any lawsuit of any nature whatsoever relating to our sales, even in the case of action to enforce a warranty or where a number of defendants are involved, shall be of the exclusive jurisdiction of the Commercial Court of Bourg-en-Bresse, ruling under French Law. The Vendor nevertheless reserves the right to go to law before the competent courts where the buyer is located.

11.05.2026

EXHIBIT A

MSA Terms and Conditions on Order Processing and Delivery

1. Order Information and Requirements

- 1.1. Minimum Order Quantity:** Products with quantities listed as 'minimum order quantity' (MOQ), will be sold only in those increments. These quantities are not breakable under any circumstances including drop shipments, emergency orders, and sample orders. Vendor reserves the right to adjust order quantities to conform with these quantities.
- 1.2. Minimum Order Value:** The minimum purchase order value (MOV) for any order placed with Vendor is 250 EUR. Orders that do not meet the MOV requirement will not be processed. Vendor's Customer Service team can assist in completing orders to meet this value. Orders below 1000 EUR will be subject to a handling fee of 50 EUR. Orders with multiple specified delivery destinations will be treated as individual orders. These costs will appear as a separate line on the invoice.

Orders placed as part of a **destocking campaign** (a program with reduced pricing or special terms on specific inventory) are not subject to the MOQ or MOV requirements above.

2. Cost of Delivery of Goods

- 2.1. Dangerous Goods:** for transportation of products classified as dangerous goods a surcharge of 60 EUR per order placed will apply. These costs will appear as a separate line on the invoice.
- 2.2. Express shipment:** for express shipments requested by the Buyer, the actual freight cost will be charged back, or an express surcharge of 50 EUR will apply. In case of the surcharge being applied, there is a maximum weight of 30 kg. Any shipments above that weight limit will be charged on actual freight costs and in agreement with the Buyer. These costs will appear as a separate line on the invoice.
- 2.3. Drop shipments:** drop shipments to end-users will not be permitted without prior written approval from a Vendor Sales Representative and will incur a handling fee of 25 EUR. These costs will appear as a separate line on the invoice.
- 2.4. Special packaging:** charges will apply for any special packaging and/or labelling requested by the Buyer. Actual costs will be charged back in full with an additional 25 EUR handling fee. These costs will appear as a separate line on the invoice.
- 2.5. Pack & Ship (EXW):** Buyer has thirty (30) days from receiving cargo specifications to have its designated carrier pick up the goods. If goods are not picked up within thirty (30) days, (i) Vendor will ship the goods at Buyer's expense with one of Vendor's approved carriers (EXW terms will still apply, Buyer will be responsible and liable for the freight, and freight charges will be added to Buyer's invoice); and/or (ii) Vendor reserves the right to charge

one percent (1%) of the Contract value on a weekly basis as storage charges for any products that are not picked up from their storage location.

3. Order Returns

3.1. No products may be returned to Vendor, other than in the event of a warranty or consumer guarantee claim. Product returns will be accepted only when the following conditions are met:

- Prior acceptance in writing of the goods to be returned by Vendor.
- Products shipped from Vendor within the last sixty (60) days.
- Make-to-stock (MTS) products in saleable condition.
- Products to be returned have not been discontinued or made obsolete by Vendor.
- Products to be returned do not have a shelf-life. This includes, but is not limited to batteries, sensors, devices with sensors and batteries, test gas bottles, detector tubes, breathing filters, compressed air bottles and other products.
- Products to be returned are not specially configured for the customer (make-to-order (MTO) products) and nor are they non-standard items (including assemble-to-order products) unless the return is due to an error made by Vendor.

3.2. Fees: the following charges will apply for returned products:

- **Restocking charge** – Vendor will impose a 15% restocking fee on each product returned unless the return is due to a Vendor error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge of 30 EUR will be applied to any transaction.
- **Refurbishment charge** – a refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labour incurred to bring material to original specification compliance. The total cost will be communicated to the customer in advance.
- **Transportation charge** – the cost of the return delivery is paid by the Buyer.

3.3. Return of products due to Vendor shipping error: for products that are returned as a result of an error made by Vendor (i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment), the following apply:

- No restocking charge will be imposed.
- No transportation charges will be imposed.
- 100% credit will be issued if Vendor is notified within seven (7) days after receipt of the product(s) at the place of delivery.

4. Order Cancellations

Offers, once accepted by Vendor, may not be cancelled without explicit written authorization by Vendor. If and when authorized, the following cancellation fees apply:

- 4.1. Make-to-stock (MTS) Products – 15% of the value.
- 4.2. Make-to-order (MTO) Products and Non-Standard Items (including ATO products) – valuation against 100% of the value.
- 4.3. Services:
 - Before dispatch – 15% of the total value of the service order.
 - After dispatch – 100% of the total value of the service order.

This order cancellation policy applies when the Customer cancels all or part of a Contract but before Vendor's shipment of products or execution of service. Orders cancelled after processing will be treated as a 'Return' subject to all applicable terms and fees as set forth above. Order cancellations for MTO products, where production has started, will be treated as a 'Return' subject to all applicable terms and fees as set forth above.

5. Pricing

Vendor agrees to sell authorized products to Channel Partners in accordance with the Channel Partner confidential price list terms and conditions.

- 5.1. Orders will be invoiced at the price in effect on the date the order is received by Vendor.
- 5.2. Orders with a future delivery date, as specifically requested by the Customer, will be invoiced at the price applicable on the specified shipment date.
- 5.3. List prices are subject to change.
- 5.4. Vendor reserves the right to limit the value of orders placed prior to price adjustments to the average monthly sales price of the previous twelve (12) months.

6. Order Information

- 6.1. **Order processing without a price:** if Buyer makes an Order without specifying a price, the order will be processed with standard prices as determined by Vendor (with standard discounts on current list prices). Buyer acknowledges and accepts that standard prices may differ from customized or negotiated prices.

- 6.2. **Providing relevant information:**

To facilitate efficient order processing and pricing, Buyer must provide the following information in its Order:

- a. The Special Price Request number or Project Name (end customer name). This unique identifier helps Vendor track and fulfil orders accurately.
- b. If Buyer has received a formal quotation from Vendor for products or services, Buyer must provide the following information:
 - Quotation number: The unique identifier associated with the specific quote; or
 - Special Price Request (SPR) number: This reference number ensures proper linkage to the quoted terms.

In the event of a discrepancy between a standard price and a price provided in a quotation or other firm writing from Vendor, Vendor will honour the lesser price where shown to be applicable to a particular order. Any ambiguities shall be resolved by Vendor at its sole discretion. Buyer acknowledges that quotations from Vendor expire and Vendor will not extend special pricing beyond the quotation expiration date.