

## General Terms and Conditions of Sale and Services

2026 version – applicable to all quotations issued and orders placed on or after 1 January 2026

### 1 – Identification and scope

1.1 These general terms and conditions of sale and services (the "Terms") apply to all sales of products, parts and equipment (the "Products") and to all services, including project management, technical assistance, site supervision, surveys, installation, maintenance and repair (the "Services"), performed by Skkøt, a French limited liability company (SARL) with a share capital of €10,000, registered with the Marseille Trade and Companies Register (RCS) under number 815 356 811, EU VAT number FR08815356811, whose registered office is at Plateforme 16, lot D3, 71 chemin Gilbert Charmasson, 13016 Marseille, France ("Skkøt"), for any business customer (the "Customer"), whether the Services relate to a vessel, a boat, an industrial installation or any other equipment (the "Asset").

1.2 In accordance with Article L. 441-1 of the French Commercial Code, these Terms form the sole basis of commercial negotiation. They are attached to or referred to in each quotation, and the Customer acknowledges having had knowledge of them before placing its order; they are also available at any time on request. Acceptance of the quotation, placing of an order, payment of a deposit or acceptance of the commencement of the Services constitutes acceptance of these Terms, without any signature of these Terms being required.

1.3 The Customer's general purchasing conditions or other documents are binding on Skkøt only if Skkøt has expressly accepted them in writing; their mere receipt, the absence of objection or the performance of the order does not constitute acceptance. In the event of conflict between these Terms and the Customer's general conditions, the incompatible clauses have no effect in accordance with Article 1119 of the French Civil Code, and the default rules of law then apply. The special conditions set out in the accepted quotation (including price, deposit, payment terms, lead times and scope of the assignment) prevail over the general conditions of either party. In the event of conflict, the contractual documents prevail in the following order: (i) any special conditions accepted in writing by both parties, (ii) the accepted quotation, (iii) these Terms.

1.4 These Terms are intended exclusively for business customers acting in the course of their trade or profession; Skkøt does not contract with consumers.

### 2 – Quotations and formation of the contract

2.1 Unless otherwise stated, Skkøt's quotations are valid for one (1) month from their date of issue. Quotations prepared without a full prior inspection of the Asset, or solely on the basis of information provided by the Customer, are estimates that may be adjusted after diagnosis.

2.2 The contract is formed when Skkøt receives the quotation accepted by the Customer (handwritten or electronic signature, unconditional acceptance by e-mail, or purchase order referring to the quotation) and, where applicable, the agreed deposit. The person accepting the quotation is deemed to have authority to bind the Customer; where the Customer acts on behalf of an owner, charterer or ship manager, it is jointly and severally liable with that party for payment of all sums due.

2.3 Any change to the order requested by the Customer must be made in writing and will be the subject of a supplementary quotation or amendment; it may result in an adjustment of price and lead times.

2.4 Additional and unforeseen work: if, during performance, Skkøt identifies the need for work not included in the quotation, it will inform the Customer and will only carry out such work with the Customer's written approval (e-mail is sufficient). By way of exception, in an emergency affecting the safety of persons or the preservation of the Asset, Skkøt may take the protective measures strictly necessary, of which it will inform the Customer as soon as possible and which will be invoiced at the applicable rates.

### 3 – Prices

3.1 Prices are stated in euros, exclusive of taxes; VAT and any other applicable taxes are invoiced in addition at the rate in force on the invoice date. Services performed on a time-and-materials basis are invoiced according to the time spent, at the rates and on the terms set out in the quotation.

3.2 Unless otherwise stated in the quotation, prices do not include transport, packaging, customs and Product insurance costs, nor travel, accommodation and subsistence costs for any work outside the Marseille area, which are invoiced at cost or according to the scale set out in the quotation.

3.3 Prices of Products, parts and third-party services included in the quotation are based on the suppliers' and subcontractors' prices in force on the date of the quotation. If such prices increase by more than five per cent (5%), for reasons beyond Skkøt's control, between the date of the quotation and the placing of the corresponding order with the supplier, Skkøt will notify the Customer in writing with supporting evidence; within eight (8) days the Customer may either accept the new price or cancel the affected part of the order only, at no cost. Failing a response, the new price is deemed accepted. The parties exclude the application of Article 1195 of the French Civil Code (change of circumstances), this Article governing price variations between them.

### 4 – Deposit, invoicing and payment

4.1 Unless otherwise stated in the quotation, each order requires payment of a deposit of thirty per cent (30%) of the total amount including VAT. Products, parts or equipment ordered specifically for the Customer may be invoiced in full upon order. For Services lasting more than one (1) month, Skkøt may issue monthly interim invoices based on progress.

4.2 Unless otherwise agreed in writing on the quotation or invoice, invoices are payable upon receipt, without discount, by bank transfer; the date of receipt of the invoice is the due date. Any payment period granted by Skkøt may not exceed the maximum periods set by Article L. 441-10 of the French Commercial Code. No discount is granted for early payment.

4.3 Electronic invoicing: invoices are issued and transmitted electronically, in accordance with the French mandatory e-invoicing timetable and, where applicable, through an approved e-invoicing platform. No later than at the time of order, the Customer shall provide Skkøt with its SIREN number (or, failing that, its tax identification), its EU VAT number, its billing address, its delivery address if different, and any information required to route invoices. The Customer bears the consequences of any incorrect or incomplete information, including any delay in processing the invoice, which shall not postpone the payment due date.

4.4 In accordance with Article L. 441-10 of the French Commercial Code, any amount not paid when due automatically bears, from the day following the due date and without any reminder being necessary, late-payment interest at the rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, such rate not being lower than three (3) times the French statutory interest rate, together with a fixed indemnity for recovery costs of forty (40) euros per invoice. Where the recovery costs incurred exceed this amount, in particular where a bailiff (commissaire de justice) or lawyer is instructed, Skkøt may claim additional compensation upon proof.

4.5 If an invoice is not paid when due, Skkøt may, eight (8) days after a formal notice has remained unanswered: (i) suspend performance of all Services and deliveries in progress, in accordance with Articles 1219 and 1220 of the French Civil Code, lead times being extended accordingly and remobilisation costs being borne by the Customer; (ii) demand immediate payment of all sums due under all orders, including sums not yet due; (iii) make any new order subject to cash payment or the provision of security.

4.6 The Customer shall not make any unilateral set-off or withholding against sums due to Skkøt, in particular on the grounds of a claim, without Skkøt's prior written consent or an enforceable court decision. Partial payments are allocated first to interest and costs, then to the oldest invoices.

#### **5 – Lead times for performance and delivery**

5.1 Lead times for performance and delivery are given for information only. They depend in particular on the availability of supplies, suppliers and subcontractors, weather and sea conditions, access to the Asset and the availability of port or industrial facilities. They are automatically extended in the event of additional work, of any delay by the Customer in providing the information, access, approvals or payments for which it is responsible, or of a force majeure event.

5.2 If a delay of more than one (1) month beyond the indicative lead time is solely attributable to Skkøt, the Customer may, after a formal notice has remained without effect for fifteen (15) days, cancel the part of the order not yet performed by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt. Skkøt will then refund the deposits relating to the part not performed, less the cost of specific Products already ordered and handed over to the Customer, to the exclusion of any other compensation.

#### **6 – Delivery, acceptance and claims**

6.1 Products are delivered by direct handover to the Customer or its representative (including the captain or a crew member), by handover to the carrier, or by notice of availability. Services are deemed completed on the date of signature of an acceptance report, job sheet or technical report or, failing that, on the date Skkøt notifies their completion.

6.2 The Customer or its representative must inspect the Products and Services upon delivery or acceptance. Any reservations concerning apparent defects, missing items or non-conformities must be made in writing, clearly and precisely, with all relevant supporting evidence, within three (3) working days of delivery or notice of completion. Failing this, the Products and Services are deemed accepted without reservation. Returning the Asset to service, launching it, putting to sea or using the Products also constitutes acceptance without reservation of the items concerned, unless prior written reservations have been made.

6.3 Where Products are transported, the Customer must, where applicable, exercise its rights against the carrier within the conditions and time limits of Article L. 133-3 of the French Commercial Code (reasoned reservations within three days of receipt, by bailiff's notice or registered letter).

6.4 Where the Asset, equipment or Products are not collected by the Customer within fifteen (15) days of the notice of availability, Skkøt may invoice guarding, storage or berthing fees at the rate stated in the quotation or, failing that, at the cost actually incurred; such items then remain at the Customer's risk.

#### **7 – Customer's obligations**

7.1 The Customer shall cooperate in good faith in the performance of the contract. In particular, it undertakes to: (i) provide Skkøt with accurate and complete information, drawings, technical documents, maintenance records and instructions; (ii) give Skkøt and its personnel safe and unobstructed access to the Asset on the agreed dates; (iii) obtain the necessary authorisations (port authorities, administration, flag state, classification society, owner, site operator) unless Skkøt is expressly instructed to obtain them; (iv) inform Skkøt of any known particular risk (asbestos, hazardous materials, known defects, site safety constraints); (v) remove personal belongings and valuables from the Asset.

7.2 The Customer retains custody of the Asset throughout the performance of the Services, unless expressly agreed otherwise. During that time it shall maintain insurance covering the Asset (including hull and machinery for a vessel) and its own third-party liability, and shall be responsible for informing its insurers.

7.3 Parts, materials or consumables supplied by the Customer, and the re-use of existing equipment at its request, are installed at the Customer's sole risk and do not give rise to any warranty from Skkøt.

7.4 Skkøt shall not be liable for the consequences of inaccurate or incomplete information, of instructions from the Customer or its representative, or of technical choices imposed by the Customer against Skkøt's written advice.

#### **8 – Project management, subcontracting and third parties**

8.1 Skkøt may entrust all or part of the Services to subcontractors of its choice, for whom it remains responsible towards the Customer within the limits of these Terms.

8.2 Where Skkøt acts as project manager, consultant, assistant or coordinator without itself being responsible for carrying out the works, it is bound by an obligation of means (best-efforts obligation) in respect of its own assignment only. It accepts no liability for the works, supplies or services performed by companies, shipyards, manufacturers or service providers contracting directly with the Customer, nor for their delays, failures or insolvency. Skkøt is deemed to act as prime contractor (maître d'œuvre) only if that role is expressly assigned to it in the quotation.

#### **9 – Transfer of risk and retention of title**

9.1 The risks of loss, theft or damage to the Products pass to the Customer upon delivery or availability within the meaning of Article 6.1, or upon handover to the first carrier.

9.2 RETENTION OF TITLE: in accordance with Articles 2367 et seq. of the French Civil Code and Article L. 624-16 of the French Commercial Code, Skkøt retains ownership of the Products until full payment of their price, including principal, costs and ancillary charges. The Customer shall not pledge them or transfer them by way of security. In the event of non-payment, Skkøt may reclaim the Products, including where they have been installed on the Asset provided they can be removed without damage, the costs of removal and recovery being borne by the Customer. The Customer shall insure the Products on Skkøt's behalf until they are paid in full.

#### **10 – Right of retention (lien)**

Until full payment of all sums due for the Services and Products relating to an Asset, Skkøt may exercise, in accordance with Article 2286 of the French Civil Code, a right of retention over that Asset and over the equipment, parts and documents entrusted to it or in its possession, without prejudice to its right to seek any protective measure, including the arrest of the vessel concerned under the conditions provided by law and applicable international conventions. Guarding, storage and berthing costs incurred during the retention are borne by the Customer.

#### **11 – Warranties**

11.1 Skkøt warrants that the Services conform to the order and are performed in accordance with good industry practice and applicable professional standards. Unless otherwise stated in the quotation, this warranty lasts six (6) months from acceptance of the Services.

11.2 New Products are covered by their manufacturer's warranty, under the conditions and for the period defined by the manufacturer, which Skkøt passes on to the Customer; Skkøt assists the Customer in enforcing it. Unless otherwise agreed, this warranty does not cover removal, refitting, transport and travel costs.

11.3 The following are excluded from any warranty: defects and damage resulting from normal wear and tear; use not in accordance with the purpose of the Asset or Products or the manufacturer's recommendations; lack of maintenance or winterisation; any intervention by the Customer or a third party not authorised by Skkøt; parts, materials or consumables supplied by the Customer or re-used at its request; abnormal operating, weather or sea conditions; an accident or a force majeure event.

11.4 To benefit from the warranty, the Customer must, on pain of forfeiture, notify Skkøt of the defect in writing, with all relevant supporting evidence, within one (1) month of its discovery and before the end of the warranty period, and allow Skkøt to inspect the defect. Skkøt will then, at its option, rework, repair or replace the defective item, or refund the corresponding portion of the price. Such work does not extend the warranty period. Travel costs outside the Marseille area remain payable by the Customer, unless otherwise stated in the quotation.

11.5 Before exercising the remedies provided for in Articles 1222 (performance by a third party at Skkøt's expense) and 1223 (price reduction) of the French Civil Code, the Customer must serve formal notice on Skkøt to remedy the non-performance and allow it a reasonable period, which may not be less than fifteen (15) days save in an emergency, to do so.

11.6 Between professionals and to the fullest extent permitted by law, the warranties set out in this Article are exclusive of any other warranty, express or implied.

## **12 – Liability**

12.1 Unless expressly stated otherwise in the quotation, Skkøt is bound by an obligation of means (best-efforts obligation).

12.2 Skkøt may only be held liable for direct and foreseeable damage resulting from a proven fault in the performance of its obligations. Indirect or consequential losses are excluded, whatever the legal basis, including loss of operation, production, turnover, margin, charter or rental income, immobilisation of the Asset, port, berthing, crew or towage costs, loss of opportunity, damage to reputation, and third-party claims.

12.3 Skkøt's total liability, for all causes combined, in respect of an order and its consequences is limited to the amount, exclusive of VAT, actually paid by the Customer under that order and, in any event, to the limits of Skkøt's professional liability insurance policy, a certificate of which will be provided to the Customer on request.

12.4 The limitations and exclusions in this Article do not apply in the event of gross negligence or wilful misconduct by Skkøt, personal injury, or where the law prohibits such limitations.

12.5 The Customer waives, and shall procure that its insurers waive, any recourse against Skkøt and its insurers beyond the limits set out in this Article, subject to the exceptions in Article 12.4.

12.6 In accordance with Article 2254 of the French Civil Code, any action by the Customer against Skkøt in respect of an order must be brought within one (1) year from the day on which the Customer knew or should have known the facts enabling it to bring such action.

## **13 – Force majeure**

13.1 Neither party shall be liable for any delay or failure to perform resulting from a force majeure event within the meaning of Article 1218 of the French Civil Code. The following are in particular considered as such, provided they meet the legal criteria: weather or sea conditions preventing safe work, natural disasters, fire and flood, epidemics, war, riots, acts of terrorism, cyber-attacks, strikes external to Skkøt, decisions of public authorities, and any supply failure by a manufacturer or supplier itself resulting from such an event.

13.2 The party invoking force majeure shall inform the other party without delay. Obligations are suspended for the duration of the impediment. If it continues for more than sixty (60) days, either party may terminate the order in writing without compensation; the Customer then remains liable for the price of Services performed and Products delivered or specifically ordered.

## **14 – Cancellation and termination**

14.1 Cancellation by the Customer: any full or partial cancellation of an order by the Customer, other than in the cases provided for in Articles 3.3, 5.2 and 13.2, must be notified in writing. The Customer shall then pay: (i) the price of the Services already performed; (ii) the price of the Products delivered and of the Products specifically ordered for it that cannot be cancelled or returned to the supplier at no cost, or the cancellation or return fees charged by the supplier; (iii) the costs incurred by Skkøt (mobilisation, travel, booking of resources); (iv) an indemnity equal to ten per cent (10%) of the amount, exclusive of VAT, of the unperformed part of the order, in respect of the immobilisation of Skkøt's resources. The deposit paid is set off against these sums, any balance being refunded to the Customer.

14.2 Termination clause: in the event of non-payment or serious breach by the Customer of its obligations, Skkøt may, in accordance with Article 1225 of the French Civil Code, terminate the relevant order as of right eight (8) days after a formal notice expressly referring to this clause has remained without effect, without prejudice to any damages. Sums due for Services performed and Products delivered or specifically ordered remain immediately payable, and Skkøt may seek, including in summary proceedings, the return of unpaid Products.

14.3 Conversely, in the event of a serious breach by Skkøt of its obligations not remedied within fifteen (15) days of a formal notice, the Customer may terminate the relevant order, subject to payment for the Services performed in accordance with the order.

## **15 – Intellectual property and confidentiality**

15.1 Drawings, diagrams, calculation notes, specifications, reports, methods, software and other documents produced by Skkøt remain its exclusive property. Subject to full payment of the price, Skkøt grants the Customer a non-exclusive right to use such documents for its internal needs and for the relevant Asset only. Any disclosure to third parties other than those working on the Asset, any reproduction or any commercial exploitation is prohibited without Skkøt's prior written consent.

15.2 Each party shall keep confidential the technical, commercial and financial information of the other party of which it becomes aware in connection with the contract, during its term and for three (3) years thereafter, except for information in the public domain or disclosure required by law or by an authority.

15.3 Unless the Customer objects in writing, Skkøt may mention the name of the Customer or of the Asset as a commercial reference, without disclosing any confidential information. Publication of photographs of the Asset is subject to the Customer's prior consent.

## **16 – Personal data**

Skkøt processes the personal data of its Customers and their contacts (identity, contact details, billing data) for the purposes of managing quotations, orders, invoicing, debt collection and the commercial relationship, on the basis of the performance of the contract, its legal obligations and its legitimate interest, in accordance with Regulation (EU) 2016/679 (GDPR) and the French Data Protection Act. Such data is kept for the duration of the commercial

relationship and thereafter for the applicable statutory limitation and retention periods (in particular ten (10) years for accounting records). Data subjects have rights of access, rectification, erasure, restriction, portability and objection, which they may exercise by writing to [contact@skkot.com](mailto:contact@skkot.com), as well as the right to lodge a complaint with the CNIL (French data protection authority).

#### **17 – General provisions**

17.1 Skkøt's failure at any time to enforce any provision of these Terms shall not constitute a waiver of its right to enforce it subsequently.

17.2 If any provision of these Terms is held to be void or deemed unwritten, the remaining provisions shall remain in full force and effect, and the parties shall replace it with a valid provision having an effect as close as possible.

17.3 E-mail exchanges constitute written communications between the parties for the acceptance of quotations and additional work and for routine notices. Formal notices may be sent by registered letter with acknowledgement of receipt or by e-mail with acknowledgement of receipt.

17.4 These Terms are drawn up in French and English. In the event of any discrepancy in interpretation, the French version shall prevail.

17.5 Skkøt may amend these Terms at any time; the applicable version is the one in force on the date of the accepted quotation.

#### **18 – Governing law**

These Terms and all contracts to which they apply are governed by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980).

#### **19 – Dispute resolution and jurisdiction**

19.1 The parties shall endeavour to settle amicably any dispute relating to the interpretation or performance of the contract within thirty (30) days of written notice of the dispute by the first party to act. This step does not prevent payment-order proceedings, summary proceedings or protective measures.

19.2 Failing amicable settlement, any dispute relating to these Terms, quotations, orders, contracts and their consequences shall be subject to the exclusive jurisdiction of the Economic Activities Court (Tribunal des activités économiques) of Marseille, France, or any court that replaces it (failing which, the Commercial Court of Marseille), including in summary proceedings, third-party claims or where there are several defendants.