GENERAL TERMS AND CONDITIONS OF SALE - E-SAT – 11_2026

PUBLISHER AND CONTRACTING PARTY

E-SAT, a *Société par Actions Simplifiée* (SAS) with a share capital of 99,598 euros, registered with the Nanterre Trade and Companies Register under number B 432 080 570, whose registered office is located at 113 rue Victor Hugo, 92300 Levallois-Perret, France.
Intra-Community VAT: FR 70 432 080 570 – NAF Code: 6190Z – EORI: FR432080570.

ARTICLE 1: DEFINITIONS

- "Equipment": refers to satellite telecommunications terminals and associated accessories.
- "Services": refers to SIM cards, subscription services, prepaid top-ups, and any communication services provided by satellite telecommunications operators.
- "Operators": refers to third-party companies (Inmarsat, Iridium, Thuraya, Globalstar, Eutelsat OneWeb, etc.) providing the network infrastructure.
- "Manufacturers": refers to companies designing and manufacturing the hardware (Intellian, Cobham, Thales, etc.).
- "Customer": any natural or legal person placing an order with E-SAT.

ARTICLE 2: OFFERS AND QUOTATIONS

We are only bound by our written offers which, unless otherwise stipulated in writing, remain valid for 30 days. Any modification to an offer must be the subject of a written document from us. Characteristics and references indicated on quotations and other documents are provided for information purposes only. Studies and recommendations are for informational purposes only. They do not engage our liability and do not constitute an element of execution: it is the responsibility of the user, under their own liability, to verify that they take into account the general rules applicable to this type of construction and the specific conditions of use. Studies, plans, and all documents submitted with offers remain our property and must be returned upon request.

ARTICLE 3: ORDERS AND INDEPENDENCE OF THIRD PARTIES

3.1. Formation of the Contract: An order is considered firm, final, and irrevocable as soon as the Customer has expressed agreement via one of the following methods: sending a purchase order, signing a quotation, signing a subscription contract, or giving explicit agreement via email. This agreement implies full and unreserved acceptance of these GTC.
3.2. Independence of Third Parties: Our general terms and conditions of sale have been drafted considering that most of the goods we offer are not manufactured by us. By placing an order with us, the Customer declares acceptance of the constraints related to the above and the fact that we are dependent on Manufacturers or Operators who may impose their own conditions. E-SAT cannot be held responsible for unilateral decisions by Manufacturers (discontinuation of production, technical modification, end-of-life products, global software or firmware failures). Any modification made to an order in progress must be subject to our written agreement.

ARTICLE 4: PRICES AND EXCHANGE RATE VARIATIONS

4.1. Reference Currency: Our public prices are in US Dollars (USD). Prices are understood as net, excluding taxes, Ex-Works Levallois and, unless otherwise stipulated in writing, increased by ancillary costs (delivery, administration, installation, commissioning, testing, etc.).
4.2. Indexation and Payment Currency: In the event of invoicing in Euros (EUR), the price is calculated based on the EUR/USD parity. The exchange rate applied is the official rate for the month of invoicing available via *La Revue Fiduciaire*.
4.3. Revision and Enforceability: As our invoicing is established on a monthly basis, our prices may be modified without notice, even during the execution of an order with staggered deliveries, unless otherwise stipulated in writing. The Customer acknowledges and accepts that a past invoice at a given rate in EUR does not constitute a right to maintain that rate (unless specific conditions are clearly established), insofar as the variation results from the fluctuation of the USD/EUR exchange rate. Any variation in the rate between the day of the offer and the day of the invoice issuance will be fully reflected in the amount due.

ARTICLE 5: EXECUTION CONDITIONS AND TERMINATION

In general, if the buyer fails to fulfill one or more of their obligations, E-SAT shall be entitled either to suspend the execution of the contract or to consider it terminated by operation of law (*de plein droit*), all without prejudice to our rights to potential damages. The stipulations appearing either in our GTC or in the general conditions of each contract do not prevent us from seeking compensation for any damage or initiating any action not expressly provided for. In the event of termination due to the Customer's fault, sums already paid shall remain acquired by E-SAT as an indemnity, in accordance with Article 1224 of the French Civil Code.

ARTICLE 6: DELIVERY AND TRANSFER OF RISKS

6.1. Unless expressly agreed otherwise, our sales are governed by the Incoterm CFR (Cost and Freight) – Incoterms® 2020. E-SAT never covers export taxes and customs fees, unless specific conditions are set and written by an E-SAT sales representative.

6.2. Delivery times are given for information purposes only and without guarantee. Delay shall not result in the cancellation of the order. Goods are deemed collected from our warehouses: deliveries are always carried out at the recipient's risk. In the event of collection at E-SAT premises by the Customer, delivery takes effect upon physical handover and the transfer of risk occurs at that precise moment, in accordance with Article 1196 of the Civil Code.
6.3. In accordance with Article L. 133-3 of the French Commercial Code, the receipt of transported items extinguishes any action against the carrier for damage or partial loss if, within three days (not including public holidays) following receipt, the recipient has not notified the carrier, by registered letter, of their reasoned protest. Any claim related to delivery must imperatively be the subject of precise reservations on the carrier's document (the mention "subject to unpacking" is void) and a written confirmation to E-SAT within 3 days of receipt.
6.4. Prepaid top-ups, also referred to as “vouchers”, are credited at the Customer’s request. Such request must be made within twelve (12) months from the invoice date of the top-up. After this period, any top-up that has not been credited shall lapse. It may no longer be used and shall not give rise to any refund or credit note. By way of exception, where a top-up is ordered to renew an already active line following an expiry notice sent by E-SAT, it shall be credited directly by E-SAT upon validation of the order.

ARTICLE 7: CANCELLATION, RETURN, RIGHT OF WITHDRAWAL
7.1. Before Delivery: Any request for order cancellation by the Customer must be notified in writing and accepted by E-SAT. It automatically results in the requirement of a fixed indemnity of 10% of the total amount of the order (Art. 1231-5 of the Civil Code). Service activation fees or special orders already initiated by E-SAT remain due in full.
7.2. After Delivery: No cancellation or return of Equipment will be accepted once delivery has been made, Equipment has been made available, or the service has been activated. As the contract is deemed executed, the full price is due by the Customer.

ARTICLE 8: INVOICING AND PAYMENT
8.1. Invoices are transmitted exclusively by electronic means (PDF or standardized platform) to the unique email address provided by the customer. In accordance with Article 289 of the General Tax Code, no customer may refuse this mode of transmission. No postal mailings will be made. If the customer requires the invoice to be deposited on another External Electronic Portal, E-SAT may charge a management fee of €5 excl. VAT per invoice deposited, with the exception of French public administrations for whom invoices must be deposited on the CHORUS PRO Portal.
8.2. Any invoice not contested in writing within 30 days of its issuance date is considered definitively accepted.
8.3. Any sum not paid on the due date will give rise to the payment of penalties set at the ECB rate plus 10 points. Pursuant to Article L. 441-10 of the Commercial Code, a fixed indemnity for recovery costs of 40 euros is due by operation of law from the first day of delay. From the 30th day of delay, a penalty clause of 10% will be invoiced. Failure to pay a single installment will make all installments immediately due.
8.4. Withholding taxes - All prices are net of any withholding tax, duty or levy applicable in the customer's country. Where the Customer is required by law to withhold any such amount, in particular in the absence of a tax treaty between France and the Customer's country, the invoiced amount shall be increased so that the net amount actually received by E-SAT equals the agreed price. The Customer shall provide E-SAT, within 30 days of each payment, with the official certificate or receipt for the tax withheld.

ARTICLE 9: INVOICING WITH VAT EXEMPTION
The customer requesting a VAT exemption must provide all supporting documents at the time of ordering. Failing this, VAT will be applied. The customer will be required to indemnify us for any sum claimed by the tax authorities within four years following delivery due to a defect or irregularity in the documents provided.

ARTICLE 10: WARRANTY AND STRICT AFTER-SALES SERVICE (RMA) PROCEDURE
10.1. Scope: The equipment is guaranteed for one year (12 months) from delivery against proven manufacturing or component defects only (Art. 1641 Civil Code).
10.2. Immediate Forfeiture of Warranty: The warranty is strictly excluded if the defect results from mishandling, non-compliant use, human deterioration (impact, immersion, lightning, power surge, etc.), or any attempt at repair, modification, or "tampering" (opening the casing, software or firmware modification) carried out by the Customer or a third party not expressly approved by E-SAT.
10.3. Third-Party Limitations: E-SAT declines all responsibility for network interruptions or massive firmware failures decided by Operators or Manufacturers. E-SAT only has an obligation to transmit information subject to receipt of the same.
10.4. Mandatory Return Procedure: Any return is subject to strict compliance with these chronological steps:

- Mandatory remote diagnosis by E-SAT technical support.
- Provision of the RMA form to be duly completed and signed with precision, to be attached to the shipment.
- Prior payment of a flat fee of €200 incl. VAT (administrative and diagnostic fees). This amount is refunded only if the factory defect is confirmed by the Manufacturer. It is retained in case of warranty exclusion (cf. 10.2) or absence of a found fault.
- Inbound and outbound transport at the exclusive cost and risk of the Customer.

ARTICLE 11: RESELLERS AND BUSINESS PROVIDERS

11.1. Resellers: The Reseller is an independent professional. E-SAT has no direct contractual link with the Reseller's final customer. The Reseller alone provides offers, technical support, and after-sales service to their own customers. E-SAT will not handle any dispute or request emanating from a third party who is not a direct customer of E-SAT.
11.2. Business Providers: They do not have the power to bind E-SAT. Contracts are concluded directly between E-SAT and the final Customer.
11.3. Independence: E-SAT is not responsible for advice, promises, or installations carried out by these third parties. A dispute with a third party does not authorize the Customer to suspend payments to E-SAT.

ARTICLE 12: WASTE DISPOSAL (WEEE)
In accordance with Articles R. 543-172 et seq. of the Environmental Code, the professional customer assumes responsibility and financial burden for the removal and treatment of waste from the equipment provided.

ARTICLE 13: RETENTION OF TITLE AND RECLAMATION
In accordance with Articles L. 624-16 et seq. of the Commercial Code as well as Articles 2367 et seq. of the Civil Code, E-SAT retains full and complete ownership of the Equipment until full payment of the price, costs, and accessories. In the event of non-payment on the due date, E-SAT may reclaim the Equipment from the Customer or any third-party holder. Notwithstanding this clause, risks (loss, theft, damage) are transferred to the Customer upon delivery or collection (Incoterm CFR).

ARTICLE 14: PROTECTION OF PERSONAL DATA (GDPR)
14.1. Purpose: Personal data (name, email, contact details, traffic data) are processed for order management, activation of satellite services, and legal invoicing obligations.
14.2. Retention: Data is kept for the duration of the contractual relationship, increased by legal limitation periods (10 years for accounting data).
14.3. Transfer: The Customer expressly accepts the transfer of data to Operators and Manufacturers (who may be located outside the European Union) for the technical needs of Service activation.
14.4. Rights: The Customer has a right of access, rectification, and deletion via info@e-sat.fr. The Customer guarantees having informed the end users of their organization of these processing operations.

ARTICLE 15: JURISDICTION AND APPLICABLE LAW
These GTC are subject to French law. Any dispute relating to their interpretation or execution shall be within the exclusive jurisdiction of the Commercial Court of Nanterre, notwithstanding multiple defendants or third-party notices (Art. 48 of the Code of Civil Procedure).

ARTICLE 16: INTERNATIONAL LIABILITY AND SANCTIONS
16.1. The Customer guarantees compliance with International Sanctions regimes (UN, EU, France, USA/OFAC).
16.2. Any serious breach or risk of violation authorizes E-SAT to terminate the contract immediately without notice or indemnity, in accordance with Article 1224 of the Civil Code.