



TERMS AND CONDITIONS OF SALE

ATARE LLC – Engineering, Industrial Consulting, Trading, Marketing & Digital Services

1. PROVIDER IDENTIFICATION

ATARE LLC, a New Mexico limited liability company (New Mexico Secretary of State File No. 3238468) 412 W 7th St, Clovis, NM 88101, USA Mobile / WhatsApp / Line (Thailand): +66 6 28 90 06 19 Mobile (France): +33 6 31 98 51 32 Email: contact@atare-llc.com Website: www.atare-llc.com

2. SCOPE OF SERVICES

ATARE LLC is an independent consulting, engineering, commercial and digital services provider.

Depending on the engagement described in the applicable quote, purchase order or statement of work, ATARE LLC may perform, without limitation: (a) engineering and design studies, including technical drawings, plans, calculations, 3D models and related documentation; (b) factory management consulting, production follow-up, industrial and tooling consulting, process improvement and operational advisory services; (c) sourcing, supplier identification, evaluation, negotiation and coordination of third-party suppliers and subcontractors; (d) trading, commercial intermediation, purchase and resale of goods, parts, equipment and other products; (e) on-site supervision and follow-up of installation, assembly and commissioning operations, including at export or international sites; (f) marketing, communication and commercial content services, including website creation, e-commerce website creation, online store development, product pages, catalogues, brochures, flyers, advertisements, promotional materials, translations, product descriptions and other digital or commercial content; (g) coordination, adaptation, translation and implementation of digital, commercial or technical materials; and (h) any other service expressly described in the applicable quote or statement of work.

Any order, accepted quote, purchase order or written approval implies full and unconditional acceptance of these Terms and Conditions, unless expressly agreed otherwise in writing by ATARE LLC.

3. INDEPENDENT CONSULTANT STATUS

In performing any mission, whether office-based or field-based, ATARE LLC and its representatives act as independent external consultants, engineers, advisors or intermediaries, as applicable to the relevant engagement.

Unless expressly and specifically agreed otherwise in writing, ATARE LLC does not act as a manufacturer, installer, employer, guarantor, insurer, operator or legal representative of the client's business, factory, equipment or project.

ATARE LLC does not employ, direct, supervise or exercise disciplinary authority over the client's personnel or over the personnel of any third party, including suppliers, subcontractors, installers or carriers.

The client remains responsible for its business operations, personnel, equipment, facilities, working conditions, regulatory compliance and operational decisions.

No employment, agency, partnership or joint-venture relationship is created between ATARE LLC and the client or any third party by reason of these Terms or any mission performed hereunder.

The nature and extent of ATARE LLC's obligations shall be determined by the applicable quote, statement of work and these Terms.

4. FORMATION OF CONTRACT

The contract is formed upon acceptance of the quote, purchase order or statement of work by signature, written validation, email agreement, purchase order or other written approval.

An accepted quote constitutes a firm and final order and full acceptance of these Terms and Conditions, to the exclusion of any contrary terms proposed by the client unless expressly agreed in writing by ATARE LLC.

Any amendment to the scope, price, duration or conditions of the engagement must be agreed in writing.

5. SCOPE OF WORK AND CLIENT COOPERATION

ATARE LLC shall perform the services described in the applicable quote or statement of work.

Any service, deliverable, meeting, revision, modification, additional study, additional visit, additional translation, additional design or other work not expressly included in the applicable quote may be subject to an additional quotation or charge.

The client shall provide ATARE LLC, in a timely manner, with all information, documents, specifications, approvals, access, personnel, equipment and cooperation reasonably required for the performance of the mission.

ATARE LLC shall not be liable for any delay, additional cost, non-performance or inability to complete a mission resulting from the client's failure to provide the required information, approvals, access, documents, personnel or cooperation.

Any delay caused by the client may result in a corresponding adjustment of the delivery schedule and, where applicable, additional charges.

6. ENGINEERING AND DESIGN STUDIES — CLIENT VALIDATION

All plans, drawings, technical studies, calculations, 3D models, specifications and recommendations delivered by ATARE LLC are prepared on the basis of the information, assumptions and requirements made available by the client and are intended to support the client's technical and commercial decisions.

Unless expressly agreed otherwise in writing, ATARE LLC's engineering and design services constitute an obligation of means and not a guarantee of a particular industrial, commercial, production or financial result.

The client is responsible for reviewing, verifying and validating the deliverables, including their suitability for the intended application, before any manufacture, construction, installation, commissioning or other implementation.

The client is also responsible for ensuring that the final equipment, machinery, tooling, installation or process complies with all applicable laws, regulations, technical standards and safety requirements, unless ATARE LLC has expressly agreed in writing to perform a specific compliance or certification service.

ATARE LLC shall not be liable for any loss, damage, defect, malfunction, accident, delay or other consequence arising from: (a) the client's failure to review, verify or validate the deliverables; (b) the use of incomplete, inaccurate or outdated information supplied by the client or by a third party; (c) any modification, adaptation, translation or implementation of the deliverables by the client or by any third party; (d) any manufacture, construction, installation, commissioning, operation or maintenance performed by the client or by a third party; (e) any use of the deliverables outside the scope, assumptions or conditions specified in the applicable quote or statement of work; or (f) any failure by the client or by a third party to comply with applicable technical, regulatory or safety requirements.

To the fullest extent permitted by applicable law, ATARE LLC shall not be liable for any indirect, incidental, consequential, special or punitive damages arising from the implementation or use of the deliverables, including loss of production, loss of profit, business interruption or loss of business opportunity.

Nothing in these Terms shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

7. FACTORY MANAGEMENT AND PRODUCTION CONSULTING MISSIONS

When ATARE LLC performs production follow-up, factory supervision, workforce coordination, or tooling and process improvement missions on the client's premises or on the client's behalf, ATARE LLC acts as an external consultant providing recommendations, observations, advice and guidance.

Unless expressly agreed otherwise in writing, ATARE LLC does not assume responsibility for the management, operation or legal administration of the client's factory, equipment, machinery, production process, working conditions or personnel.

The client retains responsibility for its factory, equipment, machinery, production process, working conditions, safety compliance and personnel at all times.

ATARE LLC shall not be liable for any equipment breakdown, production incident, quality issue, workplace accident, labor dispute or other incident arising from the client's operations or from the acts or omissions of the client's personnel, contractors, suppliers or other third parties, except to the extent directly caused by ATARE LLC's own breach of its contractual obligations or by a liability that cannot lawfully be excluded.

ATARE LLC's recommendations, observations and advice do not constitute a transfer of the client's legal, operational, managerial or safety responsibilities.

8. SUPPLIER SOURCING AND MANAGEMENT

When ATARE LLC identifies, evaluates, negotiates with or coordinates one or more suppliers or subcontractors on behalf of the client, ATARE LLC acts solely as an intermediary and advisor, unless expressly agreed otherwise in writing.

ATARE LLC does not guarantee the performance, solvency, quality, regulatory compliance or timeliness of any supplier or subcontractor.

The client acknowledges that the performance of suppliers and subcontractors remains outside ATARE LLC's direct control.

ATARE LLC shall not be liable for any failure, default, non-conformity, delay, defect or damage caused by a supplier or subcontractor, except to the extent directly caused by ATARE LLC's own breach of its contractual obligations.

Any contractual relationship, claim or dispute arising from the supply of goods or services by a third-party supplier shall, unless otherwise expressly agreed in writing, be between the client and the relevant supplier.

Where ATARE LLC acts solely as an intermediary, the client acknowledges that ATARE LLC does not assume the obligations of the supplier, manufacturer, carrier, installer or other third party.

9. TRADING AND RESALE ACTIVITIES

Where ATARE LLC purchases and resells goods, parts or equipment in its own name, ATARE LLC acts as a seller of the relevant goods, but not as their manufacturer, producer or installer, unless expressly agreed otherwise in writing.

ATARE LLC shall not be responsible for defects, failures, delays or other non-conformities attributable to the manufacturer, original supplier, carrier, installer or other third party, except to the extent directly caused by ATARE LLC's own breach of its contractual obligations or by a liability that cannot lawfully be excluded.

To the fullest extent permitted by applicable law, ATARE LLC's liability in connection with goods purchased and resold shall be limited to the warranties expressly stated in the applicable quote or invoice and, where applicable, to the manufacturer's or original supplier's warranty, provided that such warranty is available and transferable.

ATARE LLC does not provide any additional warranty, guarantee or representation regarding the goods beyond what is expressly stated in the applicable quote or invoice.

Where ATARE LLC acts solely as an intermediary and the contract of sale is concluded directly between the client and the supplier, ATARE LLC shall not be considered a party to that sale, except to the extent expressly agreed otherwise in writing.

The client remains responsible for verifying that the goods are suitable for its intended application and comply with the applicable requirements of the country of use, unless ATARE LLC has expressly agreed in writing to perform a specific verification or compliance service.

10. EXPORT SITE SUPERVISION

When ATARE LLC provides on-site supervision, follow-up or coordination services in connection with the installation, assembly or commissioning of equipment at an export or international site, such services are provided in an advisory and monitoring capacity only.

Unless expressly agreed otherwise in writing, ATARE LLC does not itself perform installation, assembly, construction, commissioning or other physical work.

The client remains responsible for the selection, appointment, management and supervision of the installers, contractors, suppliers and other personnel involved in the project, as well as for the safety, regulatory compliance and operation of the site.

ATARE LLC shall not be liable for any assembly defect, equipment malfunction, delay, accident, injury or other problem caused by the client, the client's personnel, a supplier, an installer, a carrier or any other third party, except to the extent directly caused by ATARE LLC's own breach of its contractual obligations or by a liability that cannot lawfully be excluded.

11. MARKETING, WEBSITES AND COMMERCIAL CONTENT

Where ATARE LLC provides marketing, communication, commercial, digital or content-related services, including without limitation the creation, drafting, translation, adaptation or coordination of websites, e-commerce websites, online stores, product pages, catalogues, brochures, flyers, advertisements, promotional materials, commercial presentations, product descriptions, technical-commercial documents, images, videos, graphics or other communication materials, ATARE LLC acts as an independent service provider and does not assume responsibility for the client's products, business activities, commercial operations or legal obligations.

Unless expressly agreed otherwise in writing, ATARE LLC's services are limited to the creation, adaptation, translation, coordination or implementation of the requested content and do not constitute legal advice, regulatory certification, product certification, advertising compliance certification, intellectual property clearance, or a guarantee of the accuracy, legality, performance or commercial success of the client's products, services or business.

The client remains solely responsible for: (a) the accuracy, completeness and legality of all information, specifications, claims, prices, guarantees, certifications, performance statements and other commercial or technical information relating to its products or services; (b) the verification and validation of all content before publication, distribution, use or commercial exploitation; (c) the legality, conformity and safety of its products, services, business activities, commercial practices and sales operations; (d) the ownership of, or rights to use, all texts, images, photographs, logos, trademarks, videos, documents, data and other materials supplied by the client or requested by the client for use in the project; (e) the compliance of its websites, online stores, sales platforms, advertising campaigns, commercial documents and other communication materials with all applicable laws, regulations, advertising rules, consumer protection requirements, data protection requirements, intellectual property rights and other applicable obligations; and (f) the final publication, distribution, operation and use of the relevant websites, online stores, advertisements, commercial materials and other content.

The client shall review and approve all content before publication or use. Any approval, validation, publication or commercial use by the client shall constitute confirmation that the client has verified the accuracy, legality and suitability of the relevant content for its intended purpose.

ATARE LLC shall not be liable for any claim, loss, damage, penalty, fine, dispute, legal action or other consequence arising from: (a) inaccurate, incomplete, misleading or unlawful information supplied by the client; (b) the client's products, services, commercial activities, sales practices or business operations; (c) the client's failure to review, verify or approve the content before publication or use; (d) the client's failure to comply with applicable laws, regulations, advertising rules, consumer protection requirements, data protection requirements or intellectual property rights; (e) any content, material, image, text, logo, trademark, data or other element supplied by the client or requested by the client; (f) any modification, adaptation, translation, publication, distribution or use of the content by the client or by any third party after delivery or approval; (g) any claim that the client's products or services do not perform as advertised or represented; or (h) any commercial, financial, regulatory or legal consequence arising from the client's publication, distribution or use of the content.

Where ATARE LLC provides translations, adaptations or commercial wording, such services shall be understood as linguistic or communication services only, unless expressly agreed otherwise in writing. ATARE LLC does not guarantee that any translation, wording, claim or commercial statement complies with the laws or regulations applicable in the country where the content is published or used.

Where ATARE LLC provides technical or product-related content, the client remains responsible for the verification and validation of all technical information, specifications, measurements, performance claims, safety information, certifications and other product-related statements before publication or use.

Where ATARE LLC creates or adapts websites, online stores or other digital platforms, ATARE LLC does not guarantee uninterrupted availability, compatibility, security, regulatory compliance, search engine ranking, sales performance, conversion rates, traffic, profitability or any particular commercial result, unless expressly agreed otherwise in writing.

The client shall indemnify, defend and hold harmless ATARE LLC, its representatives, agents and subcontractors against any third-party claim, action, loss, damage, penalty, fine, cost or expense, including reasonable legal fees, arising out of or in connection with the client's products, services, commercial activities, content, materials, claims, information, publication, distribution or use of the relevant websites, online stores, advertisements or other communication materials, except to the extent finally determined to have resulted from ATARE LLC's gross negligence or willful misconduct.

Nothing in this clause shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

12. PRICES AND ADDITIONAL WORK

Prices are quoted excluding taxes unless stated otherwise and are valid for the period stated on the quote, defaulting to thirty (30) days.

Prices may be revised for missions, studies, supplies or other services extending beyond the originally quoted scope, quantity or duration.

Any modification, addition, revision, change of specification, additional meeting, additional visit, additional translation, additional design or other work requested by the client after acceptance of the quote may be subject to an additional quotation or charge.

Unless otherwise agreed in writing, any additional work shall be invoiced separately.

13. PAYMENT TERMS

Unless otherwise agreed in writing, invoices are payable upon receipt by bank transfer, with no discount for early payment.

For engineering studies, consulting missions, sourcing assignments, marketing services, digital services and on-site supervision engagements, ATARE LLC reserves the right to require an upfront deposit of up to fifty percent (50%) of the total fee before commencing any work, with the balance payable prior to delivery of final deliverables or prior to the start of any on-site mission.

For trading and resale activities, ATARE LLC may require full payment, or any other payment arrangement expressly stated in the applicable quote, before placing an order with a supplier or commencing the relevant transaction.

ATARE LLC reserves the right, at its sole discretion and without prior notice or liability, to suspend or terminate any ongoing mission, delay any deliverable, or withhold any study, plan, drawing, report, website, commercial content or other work product in the event of late or non-payment of any sum due, until full payment is received.

14. LATE PAYMENT

Any payment delay automatically triggers interest at the maximum rate permitted by applicable law, a flat recovery fee, and a penalty of ten percent (10%) of the total amount due, with a minimum of USD 500, without prior notice being required.

All amounts due, including amounts relating to any other order, mission or invoice outstanding with the client, become immediately payable in full.

ATARE LLC may refer any unpaid debt to a collection agency or legal counsel, with all resulting costs borne by the client to the fullest extent permitted by applicable law.

ATARE LLC may refuse to commence, continue or deliver any further work until all outstanding sums, interest and penalties are paid in full.

15. SUSPENSION AND TERMINATION

ATARE LLC may suspend or terminate a mission with immediate effect in the event of: (a) non-payment or late payment; (b) a material breach of these Terms by the client; (c) the client's failure to provide required information, approvals, access or cooperation; (d) the client's insolvency, cessation of business or inability to pay its debts; or (e) any circumstance that makes the performance of the mission unlawful, unsafe or commercially impracticable.

In the event of termination by the client for reasons not attributable to ATARE LLC, the client shall pay for all services performed, work commenced, costs incurred, commitments made and non-cancellable expenses incurred up to the effective date of termination.

Any deposit already paid shall be non-refundable to the extent corresponding to work performed, costs incurred or commitments made by ATARE LLC.

Termination shall not affect any rights or obligations accrued prior to the effective date of termination, including payment obligations, confidentiality obligations, intellectual property rights, indemnification obligations and limitations of liability.

16. ACCEPTANCE OF DELIVERABLES

Unless otherwise agreed in writing, the client shall review and notify ATARE LLC in writing of any specific and justified objection to a deliverable within thirty (30) days of its delivery.

Any objection must identify the relevant deliverable and describe the alleged non-conformity in sufficient detail to allow ATARE LLC to assess and, where appropriate, correct it.

If no written and justified objection is received within that period, the deliverable shall be deemed accepted.

Acceptance shall not relieve the client of its responsibility to verify the suitability, legality, accuracy or compliance of the deliverable for its intended use.

17. RETENTION OF DELIVERABLES / INTELLECTUAL PROPERTY

All studies, plans, drawings, 3D models, reports, websites, commercial content and other deliverables produced by ATARE LLC remain its exclusive property, and no license or right of use is granted to the client, until full and complete payment of all sums due has been received.

Upon full payment, the client shall receive the right to use the deliverables for the specific project and purpose for which they were prepared, unless otherwise agreed in writing.

Unless expressly agreed otherwise in writing, ATARE LLC retains ownership of its pre-existing intellectual property, know-how, methods, tools, templates, libraries, software, calculations, models, processes and other materials used or developed in connection with the mission.

The client may not use, implement, reproduce or transmit to any third party any deliverable, in whole or in part, prior to full payment, failing which ATARE LLC may claim additional compensation and pursue any available legal remedy, including injunctive relief.

Unless expressly agreed otherwise in writing, source files, editable files, working files, internal calculations, development files, design files, technical libraries, software code, internal tools and other working materials are not included in the deliverables.

18. CONFIDENTIALITY

Each party undertakes to keep confidential all technical, commercial, financial and industrial information of the other party disclosed in connection with a mission and to use it solely for the purpose of performing that mission.

This obligation shall not apply to information that: (a) is public or becomes public without breach of these Terms; (b) was already lawfully known by the receiving party; (c) is lawfully received from a third party without confidentiality restriction; or (d) must be disclosed by law, regulation or competent authority.

The confidentiality obligations shall survive the completion or termination of the mission.

19. FORCE MAJEURE

ATARE LLC cannot be held liable for any delay or non-performance due to force majeure, including strikes, supply disruption, transport difficulties, epidemic, pandemic, war, governmental action, restrictions on international trade, currency restrictions, internet or telecommunications failure, cyber incidents, or any other event beyond its reasonable control.

The affected party shall notify the other party within a reasonable period where practicable.

If the force majeure event continues for an extended period, ATARE LLC may suspend or terminate the affected mission without liability, subject to payment for services already performed and costs already incurred.

20. GENERAL LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, ATARE LLC's total and aggregate liability arising out of or in connection with any specific service, mission, deliverable, website, commercial content, digital platform or other service, on any legal basis whatsoever, shall not exceed the total fees actually paid or payable by the client for that specific service, mission or deliverable.

ATARE LLC shall not be liable for any indirect, incidental, consequential, special or punitive damages, including without limitation loss of profit, loss of production, loss of use, business interruption, loss of data, loss of business opportunity, loss of sales, loss of customers or loss of anticipated savings, even if ATARE LLC has been advised of the possibility of such damages.

The limitations and exclusions set out in this clause shall apply to the fullest extent permitted by applicable law. Any claim against ATARE LLC must be raised in writing within thirty (30) days of the event giving rise to it, failing which it shall be deemed definitively waived, except to the extent that a longer period is required by applicable mandatory law.

Nothing in these Terms shall exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

21. CLIENT INDEMNIFICATION

The client agrees to indemnify, defend and hold harmless ATARE LLC, its representatives, agents and subcontractors against any and all claims, actions, losses, damages, costs or expenses, including reasonable legal fees, brought by any third party arising out of or in connection with: (a) the client's implementation or use of ATARE LLC's studies, designs, recommendations or services; (b) the client's equipment, machinery, factory, facilities, personnel or operations; (c) the acts or omissions of the client's employees, contractors, suppliers, installers or other third parties engaged by the client; (d) the client's products, services, commercial activities, content, materials, claims, information, publication, distribution or use of websites, online stores, advertisements or other communication materials; or (e) any breach by the client of its contractual, regulatory or legal obligations.

This indemnification shall not apply to the extent that the relevant claim is finally determined to have resulted from ATARE LLC's gross negligence or willful misconduct.

22. COMPLIANCE WITH LAWS AND REGULATIONS

The client remains responsible for ensuring that its products, services, business activities, commercial operations, websites, online stores, advertisements, technical installations and other activities comply with all applicable laws, regulations, standards and requirements.

Unless expressly agreed otherwise in writing, ATARE LLC does not provide legal advice, regulatory certification, product certification, tax advice, accounting advice or compliance certification.

The client shall obtain all licenses, permits, authorizations, registrations and approvals required for its activities, products, websites, sales operations and projects.

23. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions are governed by the laws of the State of New Mexico, USA, without regard to its conflict-of-laws principles.

The parties shall first attempt to resolve any dispute amicably.

Failing an amicable resolution, exclusive jurisdiction shall lie with the courts having authority over ATARE LLC's registered office, unless otherwise expressly agreed in writing.

Nothing in this clause shall prevent ATARE LLC from seeking interim, protective or injunctive relief before any competent court where necessary to protect its rights, property, intellectual property or confidential information.

24. ENTIRE AGREEMENT

The applicable quote, these Terms and Conditions, and any signed statement of work constitute the entire agreement between the parties and supersede any prior discussion, proposal or agreement relating to the same subject matter.

No modification shall be valid unless made in writing and agreed by both parties, except that ATARE LLC may issue written amendments to its own administrative or operational procedures where such amendments do not materially alter the client's contractual obligations.

25. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal or unenforceable, that provision shall be modified or limited to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

26. NO WAIVER

Failure by ATARE LLC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

27. ASSIGNMENT

The client may not assign or transfer any rights or obligations under these Terms without the prior written consent of ATARE LLC.

ATARE LLC may assign or transfer its rights or obligations to an affiliated entity, successor or purchaser of all or part of its business, provided that such assignment does not materially reduce the client's contractual rights.

28. LANGUAGE

This document is issued in English, which shall prevail over any translation.