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The company called "ROBATEL Industries" (A joint-stock company or *Société par actions simplifiée*, Lyon Trade and Companies Register no. 433911351, 12 Rue de Genève, 69740 Genas - France) is hereinafter referred to as the "Buyer".

Unless expressly agreed otherwise by the Parties, these General Conditions of Purchase ("GCP") shall apply to all purchases of Supplies (defined below) provided to the Buyer.

## ARTICLE 1 – DEFINITIONS

**"Order"**: any paper and/or electronic document (including a contract and any amendments thereto) in which the Buyer formally places an order for the Supply with the Supplier, including in particular the following documents in descending order of precedence: (1) the purchase order (containing, if applicable, special conditions), (2) the Specifications and (3) these GCP. In addition, the Order includes in particular the description and code of the item, the price of the Supply, the date and place of delivery, the quantity, the Specifications and/or their references.

**"End Customer"**: the Buyer's customer(s) for whom the Supply(ies) is (are) intended.

**"Documentation"**: the documentation provided by the Supplier and required to manufacture, use, assemble, maintain and/or upkeep the Supply concerned by the Order as well as any documentation stipulated in the Order (studies, calculations, plans, progress report, etc.), and any documentation required by French and/or European law or regulations and/or the final destination of the Supply, in force at the time considered, whether this documentation is based on the Supplier's format or on a format imposed by the Buyer.

**"Supplier"**: the co-contractor who provides the Supplies to the Buyer.

**"Supply(ies)"**: all the Services and/or Materials and/or software and associated rights and/or their associated services as well as the Documentation.

**"Material(s)"**: goods, materials, component and/or manufactured product, forming part of the Supply, to be delivered by the Supplier

**"Party(ies)"**: refers individually or collectively to the Supplier and/or the Buyer.

**"Acceptance"**: refers to the formal procedure by which the Buyer accepts the Supply carried out in accordance with the Order.

**"Results"** refers to all knowledge, data, plans, methods, processes, studies, know-how, drawings, models, software, source code, works of the mind, inventions, mock-ups, prototypes, special tools and in general any element developed to meet the needs of the Buyer as specified in the Order, all formal documents concerning them, regardless of the medium, whether protectable under intellectual property rights or not, as well as all formal documents concerning fulfilment of the Order in the form of deliverables.

**"Service(s)"**: refers to the provision of services and intellectual services such as, but not limited to, studies, installations, tests, inspections, settings and related on-site services, which are part of the Supply.

**"Specifications"**: means any document detailing the requirements, in particular technical requirements, which the Supplier must comply with and with must be met by the Supply, the needs of the Buyer and the conditions for the provision of the Supplies, such as in particular the specifications, plans, diagrams,

standards, quality requirements, applicable laws and regulations, state of the art practices and usages.

## ARTICLE 2 – PURPOSE

2.1 The purpose of these GCP is to define the terms and conditions applicable to the Order.

2.2 Acceptance of the Order without reservation by the Supplier is a decisive condition for the Buyer's consent without which the latter would not have contracted.

Thus, the Supplier must acknowledge reception of the Order within forty-eight (48) hours of the date the Order is issued. After this period, the Order shall be deemed to be accepted without reservation by the Supplier.

2.3 It is specified that no reservation made by the Supplier with respect to the Order will be deemed accepted, without the Buyer's prior written agreement.

2.4 The Supplier agrees to carry out the Supply entrusted to it in accordance with the Order, the applicable legislation, the rules of the trade and the needs of the Buyer. The Supplier shall, unless specifically excluded in the Order, perform all work and/or provide all equipment and materials not specifically mentioned in the Order but which may be reasonably inferred from the Order as being necessary for the proper performance of the Supply, as if such work and/or equipment and materials were specifically mentioned in the Order.

2.5 Unless otherwise stipulated in writing by the Parties, the Parties mutually agree to ignore any stipulations contained in the Supplier's general terms and conditions of sale and/or in the commercial offers and/or in the acknowledgements of receipt of the Order and/or in the delivery notes and/or attachments and/or invoices or in any other of the Supplier's documents.

2.6 It is recalled that the Parties must cooperate, with each other and inform and advise each other in a spirit of transparency, fairness and equity at all stages of their relationship.

2.7 In the event of the Order being subject to French Act No.75-1334 of 31 December 1975, it is understood between the Parties that the Order is automatically terminated, without any compensation being due to the Supplier, in the event of the End Customer refusing to accept the Supplier, as a sub-contractor, or refusing to approve of its payment terms.

## ARTICLE 3 – OBLIGATIONS AND PERFORMANCE

3.1 The Supplier is bound by an obligation to achieve a specific result in respect of the Order. The Supplier declares that it is a specialist in the sector concerning the subject of the Order. As such, it also has an obligation to inform, advise and warn the Buyer.

3.2 The Supplier acknowledges it has read the Specifications as well as all the contractual documents applicable to the Order and has full knowledge of the Buyer's needs and its contractual obligations arising from the Order.

3.3 It is the Supplier's responsibility to obtain from the Buyer all the information necessary to fulfil the Order, it being understood that the Supplier may not, subsequently, use omission and/or inaccuracy to try to exonerate itself from its responsibility or to claim a price revision or a new delivery deadline. Thus, by virtue of the acceptance of the Order, the Supplier acknowledges that it has received from the Buyer all the prior information necessary for the fulfilment of the Order.

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3.4 In the event that the Supplier detects an error, inconsistency, omission or ambiguity in the Specifications, it shall immediately notify the Buyer who shall issue an instruction as to how to handle such error, inconsistency, omission or ambiguity.

If the Supplier fails to inform the Buyer, it will not be able to avail itself of the said error, inconsistency, omission or ambiguity and will have to assume all the cost and deadline consequences with respect to the provision of the Supply.

3.5 To be valid, any modification must be set down in a written amendment to the Order signed by both Parties. Notwithstanding the foregoing, the Buyer reserves the right at any time to modify all or part of the Order, including the Specifications, delivery times and conditions, the extent of the Supplier's scope or any other condition in the Order, by notifying the Supplier in writing. If the Supplier considers that the modifications have an impact on the cost or delivery time or on other conditions in the Order, it shall notify the Buyer without delay in writing, and at the most, under penalty of foreclosure, within ten (10) calendar days after receipt of the Buyer's notification, with the appropriate supporting documents.

If the modifications requested by the Buyer reasonably justify a revision of the price, deadlines and/or other conditions of the Order, the Parties shall proceed with a fair adjustment to the Order.

In the absence of written notification by the Supplier under the aforementioned conditions, the Supplier shall be deemed to have waived its right to obtain an adjustment and shall implement the modifications. The Buyer shall be entitled to request implementation of the modifications before finalising the adjustments to the Order.

3.6 Under penalty of automatic termination of the Order, the Supplier shall refrain from transferring all or part of the obligations arising from the Order and from sub-contracting out all or part of its fulfilment, without the Buyer's prior written agreement.

In any case, the agreement given by the Buyer to the Supplier to have recourse to a sub-contractor does not release it from its contractual obligations as far as the sub-contracted part of the Supply is concerned. The Supplier remains solely responsible for the proper fulfilment of the entire Supply. In addition, the Supplier guarantees the Buyer against any claim by its sub-contractors or members of their personnel.

#### **ARTICLE 4 – START OF MANUFACTURING - SERVICES BEFORE DISPATCH – DOCUMENTATION**

4.1 Unless otherwise specified by the Buyer, the procurement of materials and/or the start of manufacturing of Materials shall be subject to the Buyer's prior written agreement. Otherwise, the Supplier assumes the consequences in terms of cost and risk of supplying and/or manufacturing without the Buyer's agreement.

4.2 The Supplier undertakes to provide schedules and progress reports at the Buyer's simple request and to provide all assistance that the Buyer is reasonably entitled to expect. The Supplier further undertakes to comply, where applicable, with all hold points that are applicable to the Supply and to comply with the control and inspection procedures required by the Buyer during the manufacture of the Supply.

4.3 In the event that specific tests are specified in the Order, they will be the subject of a report (hereinafter "Report") to be attached to the certificate of compliance. The Supplier gives the Buyer or anybody designated by the Buyer, free access to its workshops,

those of its sub-contractors or to any place where a task relating to the Order is carried out, in order to check the Order progress and fulfilment status or to carry out any tests deemed necessary. Under no circumstances does this access or control exonerate the Supplier from its responsibilities. If the tests reveal a non-conformity in the Supply, the Supplier shall be responsible for correcting the non-compliance.

4.4 If, in the course of fulfilling an Order, the Supplier's staff intervenes on one of the Buyer's sites or on one of the sites of an End Customer, the said staff will remain under the Supplier's full responsibility. In this case, the Supplier's personnel agree to comply with all the conditions relating to safety on the site in question.

4.5 If provided for in the Order, the Buyer shall make available to the Supplier, any material, component or equipment (hereinafter the "Goods Made Available") so that the Supplier is able to fulfil its obligations under the Order and, where appropriate, shall integrate the Goods Made Available into the Supply.

In this case, the Supplier shall bear, at its own expense, the risks inherent in the Goods Made Available upon delivery at the point agreed with the Buyer as well as all direct and indirect consequences in the event of damage or losses caused to the Goods Made Available in accordance with Article 15 of the GCP.

The Goods Made Available remain the property of the Buyer and the Supplier must ensure that the Goods Made Available are clearly marked and identified as the property of the Buyer.

4.6 The Supplier undertakes to provide Documentation in accordance with the Buyer's requirements, both in terms of the quality required and the quantity provided for in the Order. The Supplier agrees to comply with any specific format for the Documentation required by the Buyer and/or the End Customer. If required by the Buyer, the Supplier shall have its models validated by the Buyer prior to using them.

The Supplier shall take into account all comments made by the Buyer and undertakes to revise the Documentation within a maximum period of forty-eight (48) hours or within any other period agreed between the Parties, to ensure that the Documentation complies with the requirements of the Order and this at no additional cost to the Buyer.

#### **ARTICLE 5 – PACKAGING – SHIPPING**

5.1 The Supplier is responsible for packaging the Supply at its own expense. The packaging must be adapted to the means of transport used and the nature and characteristics of the Supply being transported in accordance with current standards and standard industry practices.

5.2 In any case, the packaging must protect the Supply from any damage it could possibly undergo during transportation, handling, loading and/or unloading and storage at the destination site. Unless otherwise agreed, the packaging is non-returnable, and, in the event of return the cost of returning the packaging shall be at the Supplier's expense.

5.3 Shipments shall be the subject of consignment notes. Two (2) copies will be drawn up by the Supplier, containing all the information required to identify the packages (ref. of the Order, the equipment, the packing, type and quantity of the Supply, name of the carrier). One of the two copies of the note accompanied by the certificates of origin, certificates of compliance and the inspection reports, etc. are formally

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forwarded to the Buyer (exclusively to the person who signed the Order). The second note will accompany the package.

The certificates and Report on the inspections carried out by the Supplier are also placed inside the packaging, in accordance with Article 4 above.

5.4 Unless otherwise stipulated in the Order, it is the Supplier's responsibility to ensure that the carrier has all the necessary administrative and regulatory authorisations to transport the Supply without incident, delay or additional cost. The Supplier shall hold the Buyer harmless against the financial consequences arising from any such failings.

#### **ARTICLE 6 - DELIVERY – NON-COMPLIANCE**

6.1 The Supplier is obliged to check the identity and capacity of the authorised person to whom it delivers the Supply.

6.2 Delivery means the handing over of the Supply ordered to the Buyer, in the quality and quantity and at the location provided for in the Order. The Supply shall not be deemed to be delivered until the associated Documentation is delivered and validated by the Buyer.

6.3 A delivery note must be drawn up in duplicate and mention the references of the Order concerned and be given over to the Buyer upon delivery of the Supply. The Order is not considered fulfilled until the entire Supply and all Documentation have been delivered and received as "compliant" and formally accepted by the Buyer.

6.4 The delivery date or deadlines mentioned in the Order are binding. Delivery deadlines start from the date of issue of the Order by the Buyer.

6.5 Unless otherwise specified in the Order, Supply deliveries shall be based on the DDP Incoterms®2020 at the point of delivery specified in the Order.

6.6 Any part or all of the Supply damaged during transportation will be refused by the Buyer. In this case and also in the event of Supply shortfalls, the Supplier shall deliver a new compliant Supply within the deadline set by the Buyer. The Supply shall be considered as not delivered until a compliant delivery of the Supply is performed.

Any delivery that is not performed, performed in part only or that is not fully compliant with the Order results in a non-compliance file being opened in the Buyer's Quality system in accordance with Article 20 of the GCP and the application of the liquidated damages provided for in the GCP below without prejudice to the Buyer's automatic right to terminate or rescind all or part of the Order. Moreover, the Buyer reserves the right to request compensation for the damage suffered.

#### **ARTICLE 7 - SERVICES AFTER DELIVERY**

If the Order stipulates that the assembly and/or commissioning of the Supply is carried out by the Supplier, this includes all the operations necessary for the delivery of the Supply in perfect working order and commissioning includes all the operations enabling the operation of the Supply to be definitively started.

#### **ARTICLE 8 – ACCEPTANCE**

8.1 Acceptance of the Supply is pronounced when the Buyer, after unpacking, controlling the quality and carrying out a technical inspection, confirms that the Supply is "compliant" with the Order and that all the Documentation included in this Supply has been delivered in a compliant manner.

8.2 The Acceptance of the Supply must be the subject of an Acceptance Report signed by the Buyer. The contractual guarantee period starts from the date this Acceptance Report is signed.

8.3 In the event of the Supply not complying with the Order, the Buyer may either:

- Accept the Supply as-is, in exchange for a price discount to be agreed with the Supplier;
- Accept the Supply after corrective action by the Supplier or failing that by the Buyer or a third party designated by the Buyer at the Supplier's sole cost;
- Refuse the Supply and place it at the Supplier's disposal to be taken back by the Supplier, at the Supplier's own risk, within five (5) working days after notification by the Buyer; failing which the Supply is returned to the Supplier at the Supplier's expense and risk.

8.4 If the Buyer expresses reservations, the Supplier must remedy these at the latest within ten (10) calendar days following the date of the Acceptance Report mentioning these, subject to any other deadline imposed on the Buyer by its End Customer and without prejudice to the application of Articles 6, 10 and 18 of the GCP. Failure to comply with this deadline shall automatically entitle the Buyer to have these reservations resolved in place of the Supplier at the Supplier's expense and risk and/or to apply the provisions of Article 18 of the GCP.

8.5 Acceptance of the Supply by the Buyer does not release the Supplier from its obligations under the Order, in particular the warranty obligation, nor its liability for any fault, defect or non-compliance that may be discovered subsequently.

8.6 If the Order is subject to Act No.71-584 of July 16, 1971, and if this is provided for in the Order, a retention equal to 5% of the amount of the Order may be applied upon Acceptance of the Supply and this for a period of one (1) year thereafter.

#### **ARTICLE 9 - TRANSFER OF RISKS - TRANSFER OF OWNERSHIP**

9.1 The risks are transferred upon full, compliant and unreserved Acceptance of the Supply. Thus, the Supplier remains responsible for the risks inherent in the Supply until the Buyer issues an Acceptance Report free of any reservations.

9.2 Ownership of the Supply shall be transferred to the Buyer upon the occurrence of the first of the following two events:

- the first payment, even partial, paid by the Buyer under the Order;
- upon delivery to the site stipulated in the Order.

As such, the Supply must be marked as being the property of the Buyer.

The Buyer does not accept any retention of title clause from the Supplier.

#### **ARTICLE 10 - DEADLINES - LIQUIDATED DAMAGES**

10.1 The acceptance of an Order implies a formal and irrevocable commitment by the Supplier to respect the contractual deadlines for Order fulfilment, the contractual delivery schedule and the provision of the Documentation, which constitute essential conditions for the Order.

10.2 The Supplier shall immediately notify the Buyer in writing of any delay or risk of delay in delivering the Supply or in completing the Services or in any other intermediate contractual deadline,



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beyond the date scheduled. In its notification, the Supplier must explain the reason(s) for the delay and propose measures (e.g. overtime, express delivery) to make up for it and meet the deadline(s). The implementation of these measures shall be the sole responsibility of the Supplier who shall be obliged to minimise the delay and its consequences as far as possible.

10.3 In the event of a delay in delivering all or part of the Supply that is not the result of a case of force majeure or a fault attributable to the Buyer, the Supplier will be automatically liable, without any formal notice being necessary, for liquidated damages calculated at the rate of 1.5% of the amount of the Order excluding tax, per working day of delay and without prejudice to any other remedies. It is specifically agreed between the Parties that liquidated damages shall be automatically offset against any sums due by the Buyer to the Supplier, whether or not they are due at the time they are offset.

10.4 In the event of a split delivery that is not agreed upon, the effective date taken into account to calculate the applicable liquidated damages will be the date on which the entire Supply ordered has been delivered.

10.5 The liquidated damages are not the sole and exclusive remedy and can therefore in no case be considered as the Buyer waiving its right to terminate or rescind the Order as provided for in Article 18 of the GCP or waiving its right to compensation for losses suffered.

#### ARTICLE 11 – PRICE – BANK GUARANTEE

11.1 Unless stipulated otherwise, the prices indicated in the Order are fixed, firm and non-revisable, discounts deducted, including taxes and duties, shipping charges, packaging and customs costs, insurance and all other necessary items.

11.2 The Supplier specifically declares that it waives its right to invoke Article 1195 of the Civil Code in the event of excessively onerous performance of its contractual obligations under the Order.

11.3 The Buyer reserves the right to provide in the Order that a bank guarantee be put in place by the Supplier with a reputable bank for an amount not exceeding 15% of the amount excluding tax of the Order to compensate for any failure by the Supplier.

#### ARTICLE 12 – INVOICING

12.1 The Supplier's invoices must be sent in a single copy by email only to [factures@robatel.fr](mailto:factures@robatel.fr).

12.2 Unless otherwise specified in the Order, invoices may only relate to Orders delivered that are compliant and received without reservation. Only invoices mentioning all the following information are considered compliant:

- the name and full reference of the Supply,
- the number and date of the Order,
- the number and date of the delivery note,
- the unit price excluding tax and the quantity(ies) delivered,
- the amount of VAT and, if applicable, the words "VAT reverse charged",
- the price including tax,
- the place of delivery or performance,
- the payment date set in accordance with Article 13,

- all other mandatory legal mentions.

In addition, under penalty of non-compliance, the following documents must be attached to the invoices:

- The Documentation,
- Any guarantee and/or,
- Bank guarantee provided for in the Order,
- Acceptance Report free of reservations.

12.3 The Buyer has the right to return any invoice that does not comply with the Order, the aforementioned requirements and legal and regulatory provisions.

12.4 Any non-compliant invoice is null and void and the Supplier shall issue a new compliant invoice dated on the date of this new issuance. In this case, the Buyer is not considered to be late in making its payment and the Supplier cannot therefore apply late payment penalties as defined in Article 13.

#### ARTICLE 13 – PAYMENT

13.1 Unless agreed otherwise and unless contested, invoices shall be paid in euros, by bank transfer, forty-five (45) days at the end of the month following the date the invoice issued is received in accordance with Article 12 of the GCP. In accordance with the agreement reached between the Parties in Article 10 above, the Buyer may automatically deduct amounts owned to it from the amount of the Order.

13.2 In the event of late payment, late payment penalties shall be due by the Supplier on the day following the agreed payment date. The amount of late payment penalties is calculated by applying a rate equal to three (3) times the legal interest rate. A fixed collection fee of forty (40) euros is added to late payment penalties as stipulated by law.

13.3 Payment by the Buyer in no way implies acceptance of the Supply.

#### ARTICLE 14 – GUARANTEE

14.1 The Supplier guarantees (i) that the Supply is new, unused, of impeccable quality, suitable for any use of which the Supplier has been specifically or implicitly informed, free of any defect in design, material or workmanship and free of any third party rights, (ii) that the Supply complies with the Specifications, plans, samples and other descriptions indicated in the Order, as well as with all applicable standards, codes, laws and regulations, (iii) that the Supplier fulfils the Order using all the skills that may be reasonably required as well as the care and diligence required, that it fulfils the Supply in accordance with the rules of the trade and (iv) that the Supplier has implemented and complies with the requirements of a Quality Management System for the Documentation (v) that the Supply is delivered with Documentation enabling proper use, installation, handling, storage and adapted and suitable maintenance of the Supply (vi) that the Supplier has suitable premises with competent and qualified personnel as well as the tools necessary to perform its contractual obligations.

14.2 The Supply sold is guaranteed for twenty-four (24) months from the later of these two dates: either the delivery date or the Acceptance date; unless a more favourable guarantee period is granted by the Supplier. This guarantee covers, but is not limited to, parts, labour, travel and accommodation costs, packing and transportation costs and any other related costs for any non-compliance with the Order and any apparent and/or non-

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apparent defect or any defect in design, manufacturing and/or material defect or removal/refitting defect.

14.3 In the event of a defect or malfunction in the Supply, the Supplier agrees, at its own expense, to rectify, repair or replace all or part of the Supply concerned. In the event of a repair or replacement during the guarantee period, the guarantee shall be extended for an equivalent period under the conditions of this article. The Supplier guarantees it is able to supply spare parts and other parts required throughout the lifetime of the Supply.

14.4 It is recalled that the Supplier is responsible for any lack of compliance and/or hidden defects, under the conditions provided for in Articles 1641 and following of the Civil Code. In this case, a non-compliance file is opened in the Buyer's Quality system in accordance with Article 20 of the GCP.

14.5 The duration of the guarantee is extended by any period during which the Supply is immobilized from the date of notification of the non-compliance in writing by the Buyer until the Supply concerned is restored to compliant service.

14.6 Under the guarantee, the Supplier must intervene and repair and/or replace at its own expense, within a period to be agreed between the Parties based on the production requirements of the End Customer, and taking account of the context and nature of the defect or malfunction. In the event that the Supplier does not respond appropriately to the guarantee request made in writing by the Buyer within three (3) calendar days from the date of notification of the defect and/or malfunction or in the event of an emergency, when the safety of the goods or people is at stake, the Buyer reserves the right to have the necessary work carried out at the Supplier's expense and risk, without prejudice to the application of Article 18 of the GCP and repair of the consequences suffered as a result.

14.7 During the guarantee period, in the event of similar repeated defects or at the Buyer's request, the Supplier undertakes, at its sole expense, to identify the origin of the defect and to perform a full analysis of the root causes of the defect in question.

#### ARTICLE 15 - LIABILITIES – INSURANCE

15.1 The Supplier is liable and as such is required to repair all damage of any kind caused to the Buyer, its employees and third parties, whether such damage is bodily, material and/or immaterial, direct or indirect damage, in the context of or in connection with the fulfilment of the Order.

15.2 In order to guarantee the Buyer compensation for all the financial consequences arising out of the Supplier's liability, the Supplier declares it is insured with a reputedly solvent company and undertakes to keep these insurance policies in force. These policies cover the Supplier's Civil Liability, transportation of the Supply, all risks related to or arising out of the Order for sufficient amounts and this throughout the entire duration of the Supplier's obligations. The Supplier agrees to provide, at the Buyer's first request, all the corresponding detailed insurance certificates, with all premium payments up to date, and shall take out, at its own expense, any additional coverage that the Buyer deems reasonably necessary with regard to the Order. Notwithstanding any clause to the contrary, the amounts of insurance coverage do not constitute limitations on the Supplier's liability.

15.3 In the event of the Supply consisting of equipment rental, this equipment is insured by the Buyer under its civil liability for damage caused to third parties. The Supplier (the lessor) is still obliged to insure against the risk of loss, theft or damage to the

leased equipment. Failing which, the lessor will be considered as its own insurer.

#### ARTICLE 16 – CONFIDENTIALITY

16.1 All information or data of any kind (technical, commercial, etc.) or on any medium (written, electronic, visual, oral, etc.), provided to the Supplier by the Buyer or to which the Supplier has access in the context of or at the time of the Order, is strictly confidential and remains the sole property of the Buyer or the End Customer. Therefore the Supplier may not, before, during or after fulfilling the Order, disclose or communicate this information to any third party or use this information and data directly or indirectly.

16.2 Furthermore, and except with the specific prior agreement of the Buyer, the Supplier undertakes not to inform third parties of the existence of its commercial relations with the Buyer.

16.3 In the event of a breach of this Article, the Supplier undertakes to indemnify the Buyer for any consequences resulting from such disclosure. It undertakes to return, after fulfilling the Order, all confidential documents and to keep the information they contain secret.

16.4 Except as otherwise provided for in writing, this non-disclosure commitment shall remain in effect until the earlier of: (i) the date on which the confidential information comes into the public domain or (ii) at the end of a period of ten (10) years after the date of the last delivery.

#### ARTICLE 17 - INTELLECTUAL PROPERTY

17.1 The models, drawings, special tools or any other medium provided to the Supplier to fulfil the Order, remain the exclusive property of the Buyer or the End Customer and must be returned to the Buyer at delivery. The reproduction of these models or documents, or the development of identical material is prohibited.

17.2 The Supplier guarantees that it has all the intellectual and/or industrial property rights necessary to carry out the Supply.

17.3 In consideration of the price provided for in the Order, the Supplier shall physically hand over to the Buyer, and assign to the Buyer, (a) as of right as the Order is fulfilled, (b) on an exclusive and definitive basis, and (c) with all express or implied guarantees, the full, complete and exclusive ownership of the Results created or modified by the Supplier's personnel in the context of the Order, with or without the collaboration of the Buyer, and this for all possible successive versions of the Results, whether or not they have been completed.

17.4 In the event of the Supply relating to the development of software, the Supplier undertakes to transfer to the Buyer the intellectual property rights as well as the related source code and documentation without any limitation. In the event that software is required to use or operate the Supply, the Supplier shall be responsible for obtaining all the intellectual property rights needed by the Buyer, and this at no additional cost in order to ensure the Buyer can use, operate and maintain the Supply.

17.5 The rights assigned under the above paragraph include all rights for reproduction, dissemination, performance, distribution, translation, use, usage and adaptation of the Results and derivative creations, whether or not protected by copyright, and this for the exploitation of these rights for the duration of their existence, without limitation of scope or intended use.

17.6 The Supplier specifically undertakes never to use, in any way whatsoever, the Results for its own needs, nor to make them

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available in any way to any third party whatsoever, whether for a fee or free of charge, without the prior, written and specific authorisation of the Buyer given on a case-by-case basis.

17.7 The Supplier guarantees that at the time of the transfer, it holds all the rights relating to the said Results and is perfectly entitled to transfer them, in full to the Buyer, free of charge without limitation of time and geographical space.

17.8 In the event that the Supplier's prior knowledge is necessary to implement the Supply and/or the Results, the Supplier grants an irrevocable, worldwide, free and non-exclusive license to use the intellectual property rights incorporated into its prior knowledge.

17.9 Under this article, the Supplier fully guarantees the Buyer against all actions or remedies by third parties, or any other possible consequences due to the use of patents, processes, trademarks or models, software, trade names and private rights based on any intellectual property rights claims concerning the Supply and/or the Results.

Regardless of any other sanction, all legal costs (including lawyers) and damages incurred by the Buyer shall be borne in full by the Supplier.

17.10 If the Supplier fails, the Supplier grants the Buyer free use of the intellectual property rights necessary to replace, repair, modify and adjust the Supply.

#### ARTICLE 18 – TERMINATION - RESCISSION

18.1 In the event of non-performance by the Supplier of any of its contractual, legal or regulatory obligations resulting from the Order and in particular (but not limited to) with regard to health, safety and the environment, the Buyer has the right to terminate or, where applicable, unilaterally and automatically rescind the Order, after a prior formal notice has gone without effect for eight (8) days from the date of the formal notice and this without the Supplier being able to claim any compensation, and without prejudice to any compensation that the Buyer may be entitled to claim. The Buyer is then authorised to source supplies from third parties at the expense of the defaulting Supplier, as well as all the resulting costs. In this case, the Buyer may choose to retain as a security the sums remaining due to the defaulting Supplier.

18.2 In the absence of failure by the Supplier, the Buyer reserves the right to automatically terminate the Order, in whole or in part, at any time, with a notice of (one) 1 month, by sending a registered letter with acknowledgement of receipt, without the Supplier being entitled to any compensation other than payment, upon provision of supporting documents, of the compliant Supplies delivered under the Order on the date of termination and accepted by the Buyer.

18.3 In the event of termination or suspension of the contractual relationship between the Buyer and the End Customer, the Buyer shall be entitled to suspend or terminate the Order, in whole or in part, by sending a registered letter with acknowledgement of receipt, with immediate effect. The Supplier shall be compensated for its duly justified loss up to the sums received by the Buyer under its contract with the End Customer.

18.4 Unless otherwise decided by the Buyer, upon receipt of notification of termination of the Order, the Supplier shall promptly:

a) cease to perform all or part of the Order as indicated in the notice of termination of the Order;

b) refrain from entering into new sub-contracts or placing new orders in respect of the terminated part of the Order;

c) terminate, or at the request of the Buyer assign, all sub-contracts or supply contracts relating to the terminated part of the Order

(d) provide access to its premises so that a statement is drawn up by the Parties on an adversarial basis concerning the Supply fulfilled and accepted by the Buyer on the date of termination in order to determine what sums are due between the Parties, and

(e) deliver to the Buyer the accepted Supply including all plans, drawings, specifications, documents and supplies necessary to complete the fulfilment of the Supply.

#### ARTICLE 19 – HEALTH - SAFETY –ENVIRONMENT – COMPLIANCE WITH LABOUR REGULATIONS

19.1 The Supplier and its sub-contractors are required to comply with all applicable health, safety and environmental regulations and standards.

19.2 The Supplier and its sub-contractors undertake to comply with all applicable national and international regulations relating to labour law, in particular child labour. The Supplier also undertakes to provide the Buyer on the date of acceptance of the Order, and then every six (6) months until the end of the execution of the Order, with the documents referred to in Articles D8222-5 of the Labour Code concerning concealed work and D8254-6 of the Labour Code concerning personnel of foreign nationality. The Supplier based or residing abroad, who operates on the French territory, undertakes to comply with the provisions of Article L8222-4 of the French Labour Code and to provide the Buyer with the documents referred to in Articles D8222-7, D8222-8, D8254-3 and D8254-4 of the French Labour Code.

19.3 The Supplier shall be liable and shall hold the Buyer harmless from any consequences arising from a breach of the aforementioned rules and regulations.

#### ARTICLE 20 – QUALITY - AUDIT

##### 20.1 Quality

20.1.1 The Supplier acknowledges having received, read and understood the Buyer's "QHSE Charter for External Service Providers ref. QSE FP 03" and accepts the principles therein.

20.1.2 Non-compliances are dealt with in accordance with the "QHSE Charter for External Contractors ref. QSE FP 03".

A file is opened in the Quality system for non-compliances in order to monitor the actions and their progress. Systematically, the opening of a non-compliance file gives rise to the application of a flat rate fee of two hundred euros (€200). The application of this lump sum does not release the Supplier from its obligation to correct the non-compliance at its sole expense as well as any claim by the Buyer, both in terms of management costs related to the non-compliance as well as damages or delay penalties.

##### 20.2 Audit

20.2.1 Provided that the Supplier is notified seven (7) calendar days in advance, the Buyer and/or the End Customer or their representatives reserve the right to carry out audits at the Supplier's facilities, at those of its sub-contractors or at any other site before and/or during the fulfilment of the Order.

20.2.2 These audits relate to compliance with all the Supplier's obligations, whether contractual, legal, regulatory, standards-



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based or applicable to best practices in the industry. The information collected may not be used for any purpose other than the audit and its consequences.

20.2.3 These audits carried out by the Buyer shall in no way diminish the contractual liability of the Supplier, in particular with respect to the extent of its own controls, and shall not affect the right of the Buyer to refuse all or part of the Supply at the time of Acceptance.

20.2.4 The Supplier shall provide the necessary assistance to the Buyer to carry out such audits.

#### ARTICLE 21 – SUPPLIER 'S CLAIM

The right of the Supplier to submit any claim is subject to compliance with the following conditions, cumulatively:

- The Supplier must inform the Buyer in writing of any circumstances which it considers may give rise to a claim.
- This request must be submitted to the Buyer within ten (10) calendar days, under penalty of foreclosure, from the date of occurrence of the event.
- The Supplier must submit all supporting documents to support its claim.

#### ARTICLE 22 - OTHER STIPULATIONS

22.1 Export/Import Control: The Supplier expressly declares that it shall comply with all applicable export and import control laws and regulations as well as economic sanctions. The Supplier represents and warrants that, on the date of the Order, the Supply and the Documentation meet the conditions required for shipment to the final destination, for the end use and end user as indicated by the Buyer, in accordance with all applicable export and import control rules, including applicable economic sanctions in force, in particular, in the Supplier's country and/or the country from which the Supply is exported. The Supplier undertakes to obtain all necessary authorisations and comply with the any requirements of export control laws and/or regulations (codes of conduct, export licences, etc.) to which the Supply and the Documentation are subject.

22.2 Force Majeure: The Supplier must notify the Buyer by registered letter with acknowledgement of receipt within five (5) calendar days of the occurrence of an event of force majeure within the meaning of the jurisprudence of the Cour of Cassation that prevents it from performing its obligations under the Order.

22.3 Sustainable development: The Supplier undertakes to comply with the legislation applicable at the relevant time concerning environmental protection. It also undertakes to ensure that the same applies to its suppliers and sub-contractors. In the event of a breach of this commitment, the Buyer reserves the right to terminate the Order at any time and without compensation.

22.4 Ethics - Anti-corruption:

The Supplier acknowledges having received the "Code of Ethics" document from the Buyer and that it has read and accepts the principles set out therein. This document is also available on the Buyer's website.

The Supplier undertakes to comply with all applicable anti-corruption, anti-money laundering and anti-terrorism laws including, but not limited to, those of the Supplier's country, the Buyer's country and the country of final destination of the Supply and/or in which the Services are to be performed by the Supplier,

and all intermediate countries (hereinafter "Relevant Laws"); and the Supplier represents and guarantees that it has not acted or will not act in any way in violation of any Relevant Laws, whether in connection with the Order or otherwise.

22.5 Non-Waiver: The fact that one of the Parties does not require, at any given time, the other Party to perform its obligations in full shall in no way be considered as a waiver of its right to require subsequent performance thereof.

22.6 Independence of the Parties: The Parties both act on their own behalf as independent traders.

22.7 Economic dependence: The Supplier undertakes to inform the Buyer as soon as the total turnover that the Supplier achieves with the Buyer, all orders between them being considered for this purpose, exceeds twenty percent (20%) of the Supplier's total turnover for one year.

22.8 Personal data: The Buyer and Supplier shall comply with their obligations in accordance with all applicable data protection laws with respect to the Supply to be provided under the Order. The Parties only exchange the personal data of those persons ("data subjects") involved in the fulfilment of the Order. It is the responsibility of the data providing Party to ensure that the data are collected in accordance with applicable privacy rules. Each Party agrees that with respect to the personal data provided by the other Party, it shall: (a) use only the personal data of persons involved in the fulfilment of the Order and only for that purpose; and (b) ensure that appropriate technical and organisational measures are implemented against unauthorised or unlawful processing of such personal data and against any accidental loss or destruction, alteration or damage to personal data; and (c) transfer such personal data to third parties solely for the purpose of fulfilling the Order and only after adequate protection has been put in place; and (d) comply with any reasonable request made by the other Party to ensure compliance with the measures included in this paragraph.

The Privacy Policy put in place by the Buyer and relating to commercial contacts is available on the Buyer's website.

#### ARTICLE 23 - JURISDICTION - GOVERNING LAW

23.1 All Orders are governed by French law, to the exclusion of the provisions of the Vienna Convention of 11 April 1980 on the international sale of goods.

23.2 Any dispute arising out of or related to an Order, which could not have been resolved amicably between the Parties within 60 days from the date of the official claim, shall be referred exclusively to the Lyon Tribunal de Commerce, even in the event of the introduction of third parties, multiple defendants or in the case of emergency proceedings.