

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1 – DEFINITIONS

The terms set forth below, whether in the singular or plural, shall have the meanings defined in this Article whenever they appear with their initial(s) capitalized:

"Buyer" means the company that contracts with the Supplier through an Order.

"Day(s)" means calendar day(s).

"Deliverables" means reports, studies, models, drawings, files, and other documents designed and/or created by Supplier in the context of executing the Order, whether in written, electronic form, or any other form.

"Goods" means the equipment, tangible goods, Deliverables ordered by the Buyer to Supplier, as defined in an Order.

"GTCP" means these General Terms and Conditions of Purchase.

"Order" means all obligations agreed upon between the Parties. The documents referred to the Order, in addition to these GTCP, form an integral part of the Order.

"Party(ies)" means Buyer and/or Supplier.

"Services" means generically and non-exhaustively all services provided by Supplier in accordance with the terms of the Order.

"Supplier" means the contracting party of the Buyer.

ARTICLE 2 – PURPOSE/SCOPE

2.1. These GTCP define the general provisions applicable to the conclusion and execution of the Order that explicitly refers to it.

2.2. The GTCP shall automatically apply to the amendments to the Order.

ARTICLE 3 – APPLICABLE DOCUMENTS

No document issued by the Supplier, including those provided after the Order (delivery note, invoice, etc.), may be considered contractual or applicable to the Order, unless expressly accepted by Buyer. **Any retention of title clause contained in Supplier's documents is null and void.**

ARTICLE 4 – ORDER

4.1. Any purchase must be subject to an Order issued by Buyer and signed by a duly authorized representative. Unless otherwise agreed by the Parties, no Order may be executed by Supplier without having been duly accepted in accordance with the GTCP.

4.2. The Supplier is required, prior to acceptance, to check the information and data contained in the documents provided by Buyer and to take, in agreement with Buyer, any corrective actions that may be necessary with regards to its duty to advise.

By accepting the Order, the Supplier acknowledges having received all information and data necessary for its execution. It is Supplier's responsibility to request any additional information it deems necessary.

4.3. The Supplier must return an acknowledgment of receipt of the Order no later than eight (8) Days after receiving the Order. If Buyer does not receive the acknowledgment of receipt within the specified timeframe, the Order shall be considered as accepted, to the condition it is in accordance with precontractual negotiations.

ARTICLE 5 – MODIFICATION OF THE ORDER

5.1. No modification to the conditions of the Order may be made by the Supplier without Buyer's prior written agreement.

5.2. At any time during the execution of the Order, and up to one (1) month before the scheduled delivery/perf, the Buyer reserves the right to modify the content of an Order, including technical specifications, quantities of Goods ordered, prices, and delivery dates. Any modification, suspension, or cancellation will be provided in writing to Supplier. The Supplier agrees to acknowledge receipt of the modification request within five (5) Days of receiving the written request.

5.3. The Supplier undertakes to implement the modifications after agreement between the Parties on any consequences of these modifications, particularly regarding additional costs or cost reductions, quality of Services and/or Goods, performance/delivery dates, and related prices. Any modification will result in a revision of the terms of the initial Order. The Parties shall formalize these adjustments through an amendment to the initial Order.

5.4. If the implementation of the modifications leads to technical issues, Buyer will provide, if necessary,

technical support to Supplier for the implementation of the modifications.

In case of a price increase or change in deadlines, the Buyer may choose to accept the new conditions or cancel the modified Order within eight (8) working days following receipt of the information.

The new acknowledgment of receipt date will be defined based on the accepted modifications, and Supplier agrees to provide a new written acknowledgment confirming the revised date.

5.5. The Buyer also reserves the right, at any time up to one (1) month before the delivery date, and after informing Supplier in writing, to suspend or cancel the Order without any cost.

ARTICLE 6 – SUPPLIER'S OBLIGATIONS AND COMMITMENTS

6.1. The Supplier, as a professional, is bound by a result obligation regarding the perfect and complete execution of the Order and has a duty to warn the Buyer about the consequences of various decisions, and to draw the Buyer's attention when it detects any risks of any kind in the execution of the Order.

6.2. The Supplier has a duty to inform the Buyer about potential changes in laws, regulations, standards, directives, or codes applicable to the Order or that may apply, which could impact the execution of the ongoing Order. The Supplier undertakes to:

- * Deliver the Goods free of all encumbrances and liens,
- * Ensure that the products (substances, mixtures, or articles) supplied or used in the context of the Order:
 - comply with the provisions of REACH Regulation (Regulation (EC) No. 1907/2006 of the European Parliament and Council);
 - are free from materials originating from countries affected by the "Conflict Minerals" regulation;
 - comply with the commitments of EU Regulation No. 833/2014, and do not incorporate any steel inputs of Russian origin listed in Annex XVII of said regulation;
- * Provide Buyer with documentation proving these compliances.

6.3. The Supplier declares and guarantees to Buyer that:

- it holds and maintains all licenses, permits, and authorizations required by the competent Regulatory Authorities for the production and sale of the Goods and Services;
- it will report to the competent Regulatory Authorities any incident, non-compliance, or defect that it (or any of its clients, suppliers, or service providers) has observed regarding the Goods or Services;
- it will manage any recall process or market withdrawal of the Goods or Services due to the detection of a defect or non-compliance in these Goods or Services.

6.4. **Quality.** Supplier must implement and demonstrate a quality management system that meets the requirements of standards EN9120 (distributors, brokers) or EN9100 (manufacturers), ISO13485 (Medical), or at a minimum, ISO9001. This must cover all areas related to Supplier's activities under the Orders (purchasing, manufacturing, after-sales support, etc.).

6.5. **Organizational Changes.** Supplier must inform Buyer immediately of any changes in its organization (acquisition, certification, etc.).

6.6. **Competence Management and Awareness.** The Supplier must ensure and provide evidence that the skills required to perform various tasks are defined and that individual qualifications are implemented. Supplier must ensure that the individuals participating in the execution of the Order are aware of their contribution to the compliance and safety of the Goods, the prevention of the use or supply of counterfeit parts, and the importance of ethical behavior.

6.7. **Risk Management.** The Supplier must establish, implement, and maintain a risk management process throughout the manufacturing of the Goods (starting from the completion of the quotation).

ARTICLE 7 – PACKAGING AND SHIPPING DOCUMENTS

7.1. The packaging must comply with the specifications defined in the Order and the standards and practices of the industry.

7.2. Each package must include, on the outside and in a visible manner, in addition to the information required by applicable regulations, the following details:

- description of the Goods,
- delivered quantity or gross or net weight,

- index, date, and/or batch number of the delivered Goods,

- delivery address specified in the Order,

- storage conditions,

Any other information prescribed in the Order.

7.3. The Supplier must include a delivery note with the shipment, indicating the packaging and nature of the packaging, as well as the information contained in the Order that allows for the identification of the Goods and their qualitative and quantitative control, along with the HS code and the ECCN code (ITAR/EAR).

ARTICLE 8 – DELIVERY

8.1. **Contractual deadlines.** The contractual deadlines defined in the Order are mandatory and are of the essence.

No early delivery of Goods or Services will be accepted without the prior written consent of the Buyer.

8.2. **Liquidated damages.** Failure to comply with the contractual deadlines automatically incurs implementation of the liquidated damages defined in the Order, without the need for any prior notice, with the mere expiration of the deadline constituting a formal notice to the Supplier.

By default, the applicable liquidated damages are equal to one percent (1%) of the Order amount per Day of delay.

The amount of these liquidated damages may be deducted from the payments due by Buyer to Supplier.

These liquidated damages constitute a fine and do not release the Supplier from its obligations. They cannot, under any circumstances, be considered as a sole remedy or a waiver by Buyer of the right to terminate the Order and/or to claim compensation for any damages suffered.

For any delay exceeding one (1) month, except in cases where the delay is attributable to Buyer or due to force majeure, the Buyer reserves the right to terminate the Order in accordance with the provisions of Article 16 "Termination of the Order" below. In the event of termination, which shall only occur after formal notice, penalties will be applied until the expiration of the performance deadline set by this formal notice.

The Supplier agrees to promptly inform Buyer of any event likely to cause a delay in delivery and to take all necessary measures to avoid or limit such a delay.

8.3. **Place of Delivery.** The Order defines the place of delivery for the Services and/or Goods, as well as, if applicable, the Incoterm (ICC 2020). In the absence of such specification, receipt will take place at Buyer's premises. Any delivery shall, if applicable, be accompanied by a delivery slip that must be signed by both Parties, thus confirming the delivery date. The slip must explicitly mention the Order number and the quantities of Goods; otherwise, the Goods will not be accepted.

The Buyer's signature on a delivery slip only serves to acknowledge the physical delivery and apparent good condition of the Goods and/or Services. It cannot be considered as an acknowledgment of the compliance of the Goods and/or Services with the specifications of the Order, as the Buyer reserves the right to notify the Supplier, within the legal deadlines, of any loss, damage, or non-compliance of the Goods noted at the time of unpacking or during subsequent inspections.

ARTICLE 9 – FINANCIAL PROVISIONS

9.1. **Price.** The prices and total amount defined in the Order are in Euros, "Excluding Taxes," fixed, firm, and non-negotiable. They apply to Goods delivered to the specified delivery location, free of shipping and packaging costs, and all rights and taxes.

9.2. **Deposits.** The Order will not give rise to any advance payments or deposits.

9.3. **Invoicing.** Invoices will be issued in the name of the Buyer and sent to Buyer's department defined in the Order. The invoice will be prepared in two (2) copies. It must reference the Order and be accompanied by all necessary supporting documents as stipulated in the Order, and must comply with provisions of Article L. 441-9 of the French Commercial Code.

In the event of a disagreement regarding the amount of an invoice, payment will be made based on the amounts not contested by the Parties.

9.4. **Taxes.** The applicable VAT will be added at the time it is due in accordance with current regulations. The amount of VAT payable by Buyer will be indicated separately on the invoices. Supplier is responsible for all

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costs related to rights, taxes, levies, and fees for which it is liable.

9.5. Payments. Each payment is subject to Supplier's compliance with the provisions of the Order and the issuance of an invoice that complies with applicable legal requirements. Payments are made by bank transfer within forty-five (45) days end of month, or thirty (30) days for Orders related to the transport sector as defined in Article L441-11 of the Commercial Code. The Buyer reserves the right to offset any debts it may have against Supplier with amounts that Buyer may owe as part of the fulfillment of specific conditions, whether or not the conditions for legal offsetting are met.

9.6. Penalties and Compensation for Late Payment. Any failure to pay by the due date and not linked to the total or partial non-fulfillment of Supplier's obligations or to the implementation of the offset mechanism by Buyer, may result in the application of late payment penalties.

The penalties applicable to Buyer will be equal to three (3) times the legal interest rate per day of delay.

The Buyer will also be liable for a flat-rate compensation for recovery costs, the amount of which is set by Decree No. 2012-1115, at forty (40) euros. If, exceptionally, the recovery costs incurred by the Supplier exceed this amount, Supplier may, upon presentation of supporting documents, request additional compensation from the Buyer.

9.7. Non-Conforming Invoices. In the event of non-compliance with the requirements of the Order, Buyer shall have the right to refuse an invoice. In this case, the invoice may be returned to Supplier with indications of the non-conformities. The Supplier will then issue a new invoice; the payment period will commence from the date of issuance of this new invoice.

ARTICLE 10 – ACCEPTANCE, TRANSFER OF TITLE AND TRANSFER OF RISKS

10.1. Acceptance. The conditions for the acceptance of Services and Goods will be specified in the Order. The acceptance report shall be signed by the Buyer and by the Supplier.

In the event of non-compliance of the Goods or the Services with the conditions defined in the Order, the Buyer may accept the Goods with reservations, which will then be noted in the acceptance report. The Supplier must address these reservations within the timeframe indicated by Buyer.

Non-compliance of the Service and/or Goods with all the stipulations of the Order entitles the Buyer to reject the Service and/or Goods, without prejudice to the Buyer's right to seek damages and to terminate the Order under the conditions defined in Article 16 "Termination of the Order" below. Furthermore, no payment shall be due by the Buyer to Supplier for any rejected Goods or Service.

Within seven (7) Days of the Buyer's notification of refusal, Supplier may assess the non-compliance and propose corrective measures. After this period, and in the absence of corrective measures accepted by Buyer, the rejected Goods or Service must be retrieved by the Supplier at its own expense and risk within the following seven (7) Days.

The Buyer may carry out any checks on the progress of the execution of the Order prior to the acceptance of the Services and/or Goods, being understood that it will not limit the guarantees provided by the Supplier.

10.2. Transfer of Ownership and Risks. Ownership of the Services and/or Goods is transferred progressively upon their delivery.

The transfer of risks associated with the Services and/or Goods occurs on the effective date of the acceptance recorded in the acceptance report signed by Buyer and initialed by Supplier, or, in the absence of this, upon the expiration of the period mentioned in Article 10.1 "Acceptance".

In the event of a reservation issued by Buyer noting an inability to use the Goods or the Services normally, the transfer of risks is delayed until the reservation is lifted by Buyer, notwithstanding the use of the Services and/or Goods to which the Buyer may be compelled in the meantime.

ARTICLE 11 – WARRANTY

11.1. The Service and/or Goods must be performed and delivered in accordance with industry standards, as well as with applicable laws, regulations, norms, and standards, and according to the requirements and specifications of the Order.

11.2. Unless otherwise stated in the contractual documents, the Supplier guarantees the conformity of the Services and/or Goods, as defined in the Order, for the duration stipulated in the Order or, failing that, for twenty-four (24) months from the final acceptance of the Services and/or Goods by Buyer, or if acceptance is not applicable, from the effective date of delivery to the Buyer. In the case of acceptance with reservations, the warranty period begins from the date the reservations are lifted.

11.3. Under the warranty, and unless expressly exempted by Buyer, Supplier is required to carry out, at its own expense (labor, transport, travel), at the Buyer's choice, and as soon as possible, or in any case by the date requested by Buyer, any replacements, corrections, modifications, or adjustments necessary to obtain or maintain the characteristics, performance, and results specified in the Order, and to modify, repair, or replace free of charge any materials, equipment, and parts with defects that render them unserviceable or that may compromise their quality or duration of use. The Supplier will bear all corresponding costs, including transport costs (round trip).

Supplier commits to perform the replacement or repair within seven (7) Days from the declaration of defect. If it fails to meet its obligations in this regard, the Buyer reserves the right to execute or have these executed by a third party at the Supplier's expense and risk.

11.4. If it is established that the observed defect arises from a defect, error in material, design, or manufacturing that is likely to be repetitive, the Supplier must replace or modify, at its own expense, all other identical parts or components of the Goods covered by the Order, even if they have not caused any incident.

11.5. The above warranties will apply to any repaired or replaced Goods and/or Service for a duration of twelve (12) months as from repair or replacement.

11.6. The Supplier remains liable for any damage related to the defective Goods/Service suffered by Buyer and/or its customers.

ARTICLE 12 – LIABILITY – INSURANCE

12.1. Supplier's liability. The Supplier is liable for any direct and indirect damage, bodily, material, and immaterial, whether consequential or not, that it may cause to Buyer or any third party through its actions, or those of its agents, employees, subcontractors, suppliers, and service providers.

12.2. Insurance. Without limiting in any way the liability incurred by Supplier under these terms, Supplier agrees to take out and maintain valid insurance policies necessary to adequately cover the risks and liabilities it is subject to, both under applicable law and its contractual commitments. It will ensure, without limitation, coverage for damages suffered by its assets, its personnel, as well as damages caused to Buyer and third parties for which it would be responsible under these terms (Public Liability before delivery, Public Liability after delivery, Aeronautical Liability, Professional liability, etc.).

Prior to the conclusion of the Order and upon request from Buyer, Supplier must provide civil liability insurance certificates from its insurance company, dated within the last six (6) months, confirming the existence, validity, and adequacy of the coverage for the risks incurred. Supplier will inform Buyer of any changes that could affect the scope of the insurance coverage applicable to the Order and any potential amendments.

Supplier agrees to fulfill all its obligations toward the insurer in order to ensure the application of its insurance policies. In particular Supplier must declare to insurers the exact and complete nature of its activities and ensure payment of its premiums.

ARTICLE 13 – ASSIGNMENT – SUBCONTRACTING

13.1. Assignment. Since the Contract is concluded *intuitu personae*, Supplier is required to fulfill its contractual obligations. Consequently, it cannot assign or transfer its obligations to a third party without the prior written consent of the Buyer, including, but not limited to, in the case of transfer by merger, demerger, or partial asset contribution. If the Buyer grants its consent, the Supplier remains personally responsible for the proper execution of the Order.

13.2. Subcontracting. Supplier may not subcontract all of its contractual obligations. However, it may subcontract part of its obligations, provided that it has obtained Buyer's prior written consent, as well as approval of the subcontractor's identity and payment

conditions, in accordance with French Law No. 75-1334 of December 31, 1975.

In the event of subcontracting authorized by Buyer, Supplier retains full responsibility related to the Order.

ARTICLE 14 – CONFIDENTIALITY

14.1. Unless prior written authorization is given by Buyer, any oral or written information transmitted by Buyer both before and after the date of the Order, regardless of its nature or format, relating to Buyer, its technology, its activities, as well as any documents constituting the Order or provided for this purpose, including any potential amendments, may not be disclosed, reproduced, exploited, adapted, modified, or assigned by Supplier.

The Supplier's use of this information is limited to the strict purposes of performing the Order. The Supplier agrees to take all necessary measures with its personnel and regarding any individuals and/or companies with which it is in contact to ensure that this prohibition is strictly observed.

14.2. The Supplier agrees, upon Buyer's request, or upon the expiration or termination of the Order, for whatever reason, to return to Buyer all documents transmitted, in any form, and/or to destroy them. In the event of destruction of documents, Supplier must provide Buyer with a certificate confirming such destruction.

14.3. Unless otherwise specified, the obligations set forth in this article shall survive the expiration or termination of the Order for any reason for a period of five (5) years.

ARTICLE 15 – INTELLECTUAL PROPERTY

15.1. Background IP

For the purposes of this Article, the term "Background IP" refers to all knowledge, documents, know-how, software, data, specifications, plans, processes, and, more generally, all information, in any form, as well as all intellectual property rights attached to them (including patents, designs and models, copyrights), that one Party possessed prior to the effective date of the Order or developed or acquired subsequently by that Party independently of the Order.

Each Party remains the owner of its Background IP and is free to exploit its Background IP. When using Background IP for the execution of the Order, Supplier grants Buyer, at no additional cost, a license to exploit the related rights. This license is granted to enable Buyer to fully enjoy the rights it has over the Results in accordance with the provisions of Article 15.2 "Results". This license is granted only for the Background IP that is part of the Results.

15.2. Results

For the purposes of this Article, the term "Results" refers to all knowledge, information, or results, whether patentable or not, methods, know-how, Deliverables, data, software, and all documents (including all databases or other forms of data collections, all reports, plans, drawings, specifications, processes), regardless of the medium (including paper or digital) created or generated during the execution of the Order.

The intellectual property rights attached to the Results are, as the Order is executed, the exclusive property of the Buyer. Consequently, the Buyer is free to exploit them, including to determine the appropriateness and choice of legal protection for the Results. To this end, the Buyer may, without limitation, disclose, reproduce, use, modify the Results, and transfer ownership to any third party of its choice.

Furthermore, if the Results include copyright, the Supplier exclusively and permanently assigns to Buyer, for the legal duration of copyright and worldwide, all economic rights attached to said Results. The Supplier assigns to Buyer all rights to file patents on inventions it may generate in the course of executing the Orders.

To this end, Supplier agrees to give Buyer all necessary powers to file, both in France and abroad, any title of industrial property related to the Goods and/or Services that Buyer wishes to file. Supplier agrees not to assert its intellectual property rights against Buyer, insofar as they are necessary for the exploitation of the Goods and/or Services. The price linked to the assignment of these copyright rights is included in the amount paid by Buyer under the Order.

Supplier agrees to take all necessary protective measures for the Results to preserve the Buyer's rights as specified above. In this regard, Supplier is responsible for its employees and any subcontractors, ensuring that the Buyer can fully enjoy its rights as specified above.

15.3. Warranties

Supplier warrants Buyer that in the course of executing the Order, no third-party rights have been violated. Any rights or royalties that may be owed for this use are Supplier's sole responsibility.

Therefore, it agrees to indemnify Buyer for any claims or actions brought by the holder of an intellectual property right, to compensate Buyer for any costs and damages that may be incurred, and to do everything possible to ensure Buyer's compliance with its commitments and peaceful use of the Goods and/or Service. In the event of a contentious claim, whether well-founded or not, the Supplier agrees, under the aforementioned warranty, to either collaborate with and actively assist Buyer during the proceedings, or to intervene voluntarily without delay in the proceedings and to lead the litigation. In the case of an extra-contentious claim, whether well-founded or not, Supplier agrees to take necessary measures to resolve the conflict with a third party, keeping Buyer informed.

If Buyer is compelled to cease using all or part of the Goods and/or Service, and without prejudice to the Buyer's right to terminate the Order, Supplier agrees to immediately implement one of the following solutions, at its sole expense: (i) either provide Buyer with the right to freely use the Goods and/or Service, (ii) or replace or modify it so that the rights of use can no longer be challenged, it being specified that the Supplier agrees, at its sole expense, to retrieve any potentially infringing Goods already delivered. In all cases, the aforementioned modifications and/or replacements must fully comply with the contractual documents of the Order.

In connection with the above claims, any amounts / expenses that Buyer incurs for any reason, including fees, expenses, damages, will be fully reimbursed by the Supplier to Buyer upon first request and without delay.

ARTICLE 16 – TERMINATION OF THE ORDER

16.1. Termination without Supplier's default

The Buyer may at any time terminate the Order, partially or entirely, by right and without judicial formalities, irrespective of any default by Supplier in fulfilling its obligations. The termination will be notified by registered letter with acknowledgment of receipt. This notification will specify the effective date of the termination.

Following receipt of the notification, the Parties will prepare a status report on the Goods and/or Services and define the terms for their cessation or liquidation.

In the event of termination of the order or contract by the Buyer's client, the Buyer may terminate the Order in whole or in part at any time by informing Supplier of its decision by registered letter with acknowledgment of receipt, with one (1) month's notice. In this case, the Parties will meet to collaboratively limit the consequences for the Supplier.

16.2. Termination for Supplier's default

Without the need for any judicial intervention and without prejudice to any penalties and damages that may be requested by Buyer, Buyer may terminate the Order, in whole or in part, by registered letter with acknowledgment of receipt, in the event of Supplier's default in fulfilling any of its contractual obligations, after a formal notice to remedy the default has remained ineffective for a period of thirty (30) Days from its receipt.

In this case, Supplier agrees, at Buyer's request, to assign to the Buyer the current stock of raw materials and/or finished or semi-finished products and/or safety stock that it uses for the execution of the Order and holds as of the date of termination and/or for ongoing studies.

ARTICLE 17 – FORCE MAJEURE

The Party invoking a case of force majeure as defined by French Courts must immediately inform the other Party, as soon as possible, by any means confirmed in writing. In the event of force majeure, the obligations of the Parties will be suspended for the entire duration of the force majeure event.

In the event that all or part of the Service or Goods is delayed due to force majeure, as defined by French courts, for a period exceeding thirty (30) Days, the Buyer may notify Supplier by registered letter with acknowledgment of receipt of the immediate termination of all or part of the Order, without any compensation being due from either Party.

Social conflicts and lockouts, and increases in the prices of raw materials are specifically not considered cases of force majeure.

ARTICLE 18 – EXPORT CONTROL

18.1. Supplier agrees to comply with applicable export control regulations.

18.2. Before entry into force of each Order, Supplier must notify the Buyer, via the "Commodity Export Classification Certificate," if all or part of the Goods and/or Services is subject to export control.

18.3. At Buyer's request, Supplier agrees to make its best efforts to obtain all necessary authorizations for the export or re-export of the Goods within the specified delivery deadlines prior to each delivery. Otherwise, the Buyer reserves the right to terminate all or part of the Order without compensation.

18.4. Supplier agrees to inform Buyer, even after the entry into force of the Order, as soon as the information becomes available, of any conditions and limitations of authorizations that may impact the Buyer's right to use, transfer, or export the Goods and/or Services, and ensures that such information is clearly stated on the delivery documents.

The Parties agree to meet to discuss the consequences of such a change.

18.5. Supplier agrees to pass on all obligations detailed in this article to its suppliers, subcontractors, and/or service providers.

ARTICLE 19 – ENVIRONMENTAL REGULATIONS

19.1. The Goods, and/or Services must comply with applicable international, European, and national regulations and standards regarding hygiene, safety, and the environment, including (but not limited to) regulations concerning hazardous substances and preparations (REACH, RoHS, asbestos, etc.), waste (packaging, WEEE, etc.), energy consumption and natural resources, carbon footprint, noise, electrical safety, electromagnetic / ionizing / optical radiation, vibrations, and any other nuisances.

19.2. Supplier agrees to inform Buyer of any non-compliance with the aforementioned regulations and will indemnify Buyer for any consequences resulting from Supplier's failure to meet the obligations outlined in this article. Specific recommendations/instructions related to such potential breaches must be provided to Buyer to ensure safe use and disposal of the Goods and/or Services throughout their lifecycle, including at the end of their life.

19.3. Supplier agrees to impose the above obligations on its own suppliers and subcontractors.

ARTICLE 20 – COMPLIANCE WITH LABOR LAW

20.1. Supplier certifies that the Services and/or Goods are carried out in compliance with labor legislation and the International Labor Standards defined by the International Labour Organization, particularly regarding undeclared work, illicit labor leasing, and child labor, including EU regulation on force labour. The Supplier commits to maintaining this commitment for as long as its business relationship with the Buyer lasts.

20.2. Supplier shall be responsible for the direction, training, management, and remuneration of all personnel it engages under its responsibility for the execution of the Order. However, when the Supplier's personnel are working in Buyer's premises, they must comply with the internal regulations, safety rules, and controls in effect at Buyer's establishment.

The Supplier specifically commits to providing its employees with a safe and healthy work environment, taking into account applicable legal and regulatory standards regarding hygiene, safety, and non-discrimination.

20.3. Supplier agrees to impose the same obligations described above to its own suppliers and subcontractors. If necessary, Buyer reserves the right to conduct an audit at Supplier's site.

20.4. Supplier is fully responsible for all consequences of its non-compliance with these provisions and will bear all compensation costs and other expenses that the Buyer may incur in this regard, if applicable.

ARTICLE 21 – WASTE FROM ELECTRICAL AND ELECTRONIC EQUIPMENT

Regarding the Goods falling within the scope of electrical and electronic equipment in accordance with Directive 2012/19/EU of the European Parliament and Council of July 4, 2012, unless stated otherwise, the management of this waste will be handled by Supplier (or the manufacturer or importer).

ARTICLE 22 – PROTECTION OF PERSONAL DATA AND INFORMATION SECURITY

22.1. **Regulatory Compliance.** As part of the execution of the Order, Supplier may be required to process personal (or not) data, of Buyer, its customers or its employees. The "Buyer's Data" covers any process and information, protected or not under intellectual property, whatever the nature, purpose and medium used, of which Supplier would become aware upon request, occasion of the negotiation and/or execution of the Order, including Personal Data as defined in the GDPR. All words beginning with a capital letter in this article are deemed to have the same meaning as that retained by the GDPR.

As such, Supplier guarantees to be in compliance with all applicable laws, regulations and standards regarding cybersecurity and data protection, including Law No. 78-17 of January 6, 1978 amended by Law No. 2004 - 801 of August 6, 2004, and Regulation (EU) 2016/679 of April 27, 2016 (GDPR). Upon Buyer's request, Supplier will provide all evidence of certification related to information security or cybersecurity.

22.2. **Use of Buyer's Data.** Supplier undertakes, with respect to Buyer's Data, to (i) take all measures that a reasonable and prudent company would take to ensure that Buyer's Data will be protected at all times against any unauthorized access or use by any third party, or against any misuse, damage or destruction by any third party; and (ii) comply with all safety regulations, procedures or instructions set forth in this GTC and/or the Order.

In the absence of processing of Personal Data, Supplier must confirm in writing to Buyer that the completion of the Order does not require the processing of Personal Data.

In the event of processing of Personal Data necessary for the execution of the Order, the Parties acknowledge that they must determine the roles, responsibilities and obligations incumbent on them in accordance with the regulations defined in Article 22.1. In the event that the Supplier acts as a subcontractor on behalf of Buyer, the Parties undertake to respect their respective obligations, in application of article 28 of the GDPR on the processing of Personal Data by the subcontractor, as well as those described herein.

If a transfer of Personal Data outside the European Economic Area is necessary for the completion of the Order, the Supplier must obtain Buyer's prior consent.

22.3. **Violation of Personal Data regulations and complaints.** In the event of a violation of the provisions of the GDPR, Supplier must immediately inform Buyer.

Supplier undertakes to help Buyer in particular in the event of a request from Concerned Person exercising their rights as provided for in Chapter III of the GDPR (letter, question, investigation or complaint). In the event of a request addressed to Supplier, it must immediately inform Buyer, who is the sole authorized to respond to requests from the Concerned Persons.

Supplier undertakes to defend and indemnify Buyer against all actions involving its liability, procedures, costs and expenses arising from any violations of the Regulations on the Protection of Personal Data, particularly in the event of infringement of the rights of the Concerned Persons, to the confidentiality and/or security of Personal Data, whether due to Supplier or its subcontractors in the context of completing the Order.

Supplier must: (i) immediately cease all use of the Personal Data and (ii) at Buyer's option, either delete or return all Personal Data as of the end of the Order or in the event of termination, and destroy existing copies (including those of its subcontractors), and to certify such destruction to Buyer unless applicable law requires the retention of Personal Data. In this case, Supplier must inform Buyer about such requirements and implement appropriate anonymization measures at its expense.

22.4. **Respect for the security of information systems.** Supplier undertakes to preserve the security, integrity, availability, traceability and confidentiality of Buyer's Data, as well as the media on which they are stored. As such, Supplier declares that it has a secure information system, in compliance with the international standard ISO 27001:2022. Supplier undertakes in particular not to (i) alter all or part of it; (ii) delete in whole or in part (except under the pre-defined conditions of termination of the Order); (iii) use other than for the fulfillment of the Order; (iv) disclose, sell, assign, lend, exploit, dispose of or provide Buyer's Data.

Each Party remain responsible for its own information system and must ensure its protection. However, if, within the framework of the Order, Supplier accesses resources of Buyer's information system, Supplier retains responsibility for its interventions, if they were to cause

malfunctions, alterations or other disturbances in Buyer's information system.

22.5. Management of Personal Data breaches and Security Incidents. For the duration of the Order, including the warranty period, in the event of detection of a vulnerability, Supplier must (i) immediately notify the Buyer of the incident, specifying its nature, its potential impacts and the corrective measures, taken or to be taken; (ii) obtain evidence and the conditions under which Supplier's information system and/or Buyer's Data have been or may have been compromised. He must give this proof to the Buyer and keep them for a minimum of twelve (12) months; (iii) implement mitigation strategies aimed at reducing the impact of the security incident or the likelihood and impact of any other similar incidents in the future; (iv) preserve and protect Buyer's Data; (v) cooperate with Buyer to investigate the incident and minimize its impacts.

22.6. Access to the Buyer's information system. Supplier is only authorized to access Buyer's information system after written authorization, and only to the extent strictly necessary for the execution of the Order. In the event of access to Buyer's information system, Supplier must respect (and ensure that its employees respect) all the necessary security conditions, and in particular the conditions of access to the information system, which will have been communicated in writing by Buyer before any intervention. Supplier must ensure proper receipt of these conditions prior to its intervention.

Supplier will not use software or means of access other than those provided and/or authorized by Buyer. Supplier must take the necessary steps to prevent malicious software or insecure codes from being introduced into the software, updates and systems provided to the Buyer, and into Buyer's information system, and adopt the appropriate measures in the event of a threat.

22.7. Training and awareness. Supplier must regularly train its employees in good cybersecurity practices and make them aware of the risks related to information security.

22.8. Control and audit. Buyer may ask Supplier to complete a security questionnaire before establishing any Order. Supplier undertakes to provide all information and assistance necessary to demonstrate that it complies with the obligations provided for in this Article 22.

Supplier will allow Buyer or a third party designated by the latter to carry out checks or inspections on the premises of Supplier or its subcontractors, suppliers, service providers, and to participate in these checks. The audit may be carried out, up to twice per year, at any time, by Buyer or by a third party mandated by Buyer, subject to fifteen (15) Days' written notice.

In the event that the control is carried out by the competent authorities, or in the event of a cybersecurity incident, the audit cannot give rise to prior written notification to Supplier.

22.9. Pass-on of obligations. Supplier will ensure that (i) all subcontracting, purchasing or service contracts that it may sign with third parties, and may give rise to access to the Buyer's Data, do not contain any incompatible stipulations. with this Article 22; and (ii) all its employees, affiliates, subcontractors, distributors, service providers (Internet, cloud) and all service providers who fall within the scope of this Article 22 and who have access to the Buyer Data comply with the provisions of this Article 22.

ARTICLE 23 – ANTI-BRIBERY LAW

23.1. Supplier declares and guarantees that it respects and applies national and international treaties, agreements, laws and regulations and the fundamental principles applicable to the fight against breaches of probity (in particular corruption, bribery, influence peddling, illegal taking of interest, favoritism, illicit payments, money laundering) and conflicts of interest, in particular, but not limited to:

- the applicable French provisions, in particular the provisions of the Penal Code, the provisions of Law No. 2016-1691 of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life (known as " Sapin II Law") as well as all the provisions taken pursuant to this law;
- the applicable international conventions, in particular the provisions of the OECD Convention of December 17, 1997 relating to combating bribery of foreign public officials in international commercial transactions, the United Nations Convention against Corruption (2003) and the provisions relating to the transposition of these conventions into French internal laws;

- any other local, national or international regulations applicable where applicable.

23.2. Supplier undertakes to respect and ensure compliance by all of its employees, as well as by any person or entity involved in the execution of the Order (in particular representatives, agents, service providers, suppliers, customers and subcontractors) or persons acting on their behalf, the preceding provisions and stipulations.

23.3. In addition, Supplier acknowledges having put in place an internal code of conduct as well as an ethical charter in its relations with its co-contractors and having rules and procedures in place for the purpose of preventing and sanctioning violations of the preceding provisions and stipulations.

23.4. If, at any time during the execution of the Order, Buyer notices that Supplier is not executing the Order in strict compliance with the treaties, agreements, laws and regulations defined in Article 23.1, Buyer must notify it immediately in writing to Supplier. The Parties will meet to determine the measures to be taken in compliance with the regulations, in order to consider the fate of the Order or the contractual relationship (in particular the continuation, suspension or termination of the Order or the commercial relationship).

ARTICLE 24 – APPLICABLE LAW – DISPUTE RESOLUTION

24.1. The Order is governed by French law.

24.2. In the event of disputes relating to the validity, interpretation, or execution of the Order, the Parties will attempt to find an amicable solution. If no amicable settlement is reached within forty-five (45) days from the first written claim made by one of the Parties, the dispute will be definitively settled by the competent Courts of Buyer's headquarter, which will have exclusive jurisdiction to hear disputes arising from or relating to the Order.

ARTICLE 25 – MISCELLANEOUS

25.1. Audit. Buyer may, at any time and at its own expense, or on behalf of its end client if applicable under agreed specific conditions, conduct one or more audits, including of the means and tools allocated by the Supplier for the execution of the Order.

25.2. Duty of Advice. Supplier must provide Buyer with all necessary information and advice essential for the use of the Goods or Service covered by the Order. The Supplier is required to verify that the specifications are sufficient and relevant, and to inform Buyer of any non-compliance of the specifications with applicable regulations.

25.3. Survival of Clauses. Termination or expiration does not affect the existence and validity of the rights and obligations of the Parties intended to remain in effect beyond the termination or expiration of the Order, including the articles on Liability, Warranties, Confidentiality, Intellectual Property, Personal Data Protection, Applicable Law, and Dispute Resolution.

25.4. Severability. If any provision of the Order is found to be invalid or unenforceable for any reason, the other provisions will not be affected by such invalid or unenforceable provision. The Parties agree to renegotiate the invalid or unenforceable provision in order to restore a provision as close as possible to the original intention of the Parties, in compliance with applicable laws.

25.5. Waiver. The failure of either Party to enforce any provision of the Order at any time or to request enforcement by the other Party shall not be construed as a waiver of that provision, or of any other provision, nor shall it affect the validity of the Order or the right of either Party to subsequently seek enforcement of that provision or the Order itself.