

GENERAL TERMS AND CONDITIONS FOR PURCHASE

Valserve

2025 Edition

General Terms and Conditions for Purchase of Goods and/or Services including intellectual services

These General Terms and Conditions for Purchase set out the terms and conditions under which **Valserve** and/or its Affiliates entrust their suppliers, that so accept, to supply goods and/or to perform services.

PREAMBLE

The Supplier is responsible for the proper performance of the Purchase Order. It therefore warrants and ensures in particular that its personnel, subcontractors and suppliers respect security at work and safety, that the Goods and/or Services comply with the safety rules and the requirements of the Purchase Order, in a timely manner compliant with the deadlines as specified in the Purchase Order.

CLAUSE 1. DEFINITIONS

In these general terms and conditions of purchase, the following terms beginning with a capital letter, whether in the singular or in the plural, have the meaning given to them below, unless it is specifically stated otherwise in these GTCP or in the Purchase Order.

Affiliate:	Any current or future company controlling Valserve or in which Valserve directly or indirectly holds or will hold a controlling interest in accordance with Articles L. 233-1 to L. 233- 3-1 of the French Commercial Code.
Amendment:	A written agreement whereby the Buyer and the Supplier modify a Purchase Order by adapting or supplementing one or more of its provisions.
Background Knowledge:	All knowledge, documents, know-how, software, data, databases, specifications, studies, plans, diagrams, drawings, formulas, computer code, scientific applications, tests, processes, manufacturing secrets, trade secrets and more generally all information in any form whatsoever, be they protected or copyrightable or not by intellectual property rights, as well as all intellectual property rights attached to them (in particular patents, designs, copyright), held by a Party before the effective date of the Purchase Order, or developed or acquired subsequently by the said Party independently of the Purchase Order.
Buyer:	Valserve or the Affiliate that places a Purchase Order with the Supplier.
Confidential Information:	Any information or other data communicated in any form whatsoever (including verbally, in writing or in electronic form) of a scientific, technical, technological, industrial, social, commercial, financial, legal nature or any other nature whatsoever relating in particular to one of the Parties, its Affiliates, their technology, their business, any document constituting the Purchase Order or provided for that purpose (more particularly including the Customers data provided for fulfilment of the Purchase Order), any Amendments, as well as information explicitly submitted by one of the Parties for restricted distribution, whether or not the said information or data is covered by intellectual property rights, including any plans, drawings, specifications, processes, know-how, methods, studies, software or software suites, names of customers or partners.
Customer:	The legal entity that entrusted the Buyer with the supply of Goods and/or the performance of Services.
Day:	Calendar day.
Deliverable:	The reports, studies, plans, mock-ups, drawings, files and any other documents designed and/or produced by the Supplier in fulfilment of a Purchase Order, whether in written, electronic or any other form.

Goods:	The equipment, including components, parts, spare parts, materials and/or consumables and/or products, as well as the related Deliverables, to be supplied by the Supplier in respect of the Purchase Order.
GTCP:	These General Terms and Conditions of Purchase.
Incoterm:	The Incoterms of the International Chamber of Commerce, 2020 edition.
Outsized cargo:	Packages weighing at least twenty (20) tons and/or more than twelve (12) meters long, 2.50 meters wide or 2.50 meters high.
Party(ies):	The Buyer and/or the Supplier.
Purchase Order:	Any order issued by the Buyer under these GTCP. The Purchase Order specifies all the obligations agreed on by the Parties, materialized by all the applicable contractual documents including Amendments.
Result(s):	All knowledge, documents, information or results, whether or not patentable, methods, know-how, data, software, and any documents (including any databases or other data compilations, all reports, plans, drawings, specifications, formulas, computer code, scientific applications, tests, processes), in whatever form (including paper or digital) created or generated during fulfilment of a Purchase Order.
Reversibility:	All operations enabling the Buyer to have the ordered Goods and/or Services supplied/provided by itself or a third party of its choice.
Service(s):	includes but is no limited to any provision of services and/or work, including studies and any intellectual service provided by the Supplier in respect of a Purchase Order.
Site:	Any geographical location where the Supplier performs the Services and/or delivers the Goods specified in a Purchase Order.
Supplier:	The Buyer's contracting partner.

CLAUSE 2. CONTENTS OF THE PURCHASE ORDER

2.1. Unless otherwise specified in the Purchase Order, the Purchase Order comprises at the very least the following documents:

- the Purchase Order, including special conditions and any other document appended to the Purchase Order or mentioned by the latter or its appendices,
- where applicable, the technical specification and/or terms of reference,
- the GTCP,
- Valserve's Ethics Commitments,
- Corporate Social Responsibility Commitments applicable to Valserve suppliers.

In case of discrepancy or contradiction between the provisions of one or more contractual documents, the order of precedence shall be that indicated in the Purchase Order, or failing that, the order stated above.

In accepting a Purchase Order, the Supplier acknowledges that it is in possession of all the documents listed in the Purchase Order and has a thorough understanding thereof. It is expressly agreed that the Purchase Order represents the entire agreement between the Parties and that it supersedes and replaces all communications, prior declarations, oral and/or written guarantees exchanged between the Parties that relate to the same content.

2.2. No documents issued by the Supplier can be construed as contractually binding or applicable to the Purchase Order unless the latter specifically states otherwise.

Any handwritten phrase in the text of the Purchase Order or on the acknowledgement of receipt of the Purchase Order that is not initialed by both Parties, as well as any obligation incumbent on the Buyer or limitation of its rights stated in delivery documents or the Supplier's requests for payment on account or invoices or any other document, in particular any retention of title clause, shall be null and void.

CLAUSE 3. EFFECTIVE DATE OF THE PURCHASE ORDER – TERM

- 3.1. The placing of a Purchase Order by the Buyer closes the negotiations, during which the Parties have examined, discussed, and agreed on all the content thereof, in particular the commercial terms and the technical specifications.
- 3.2. The Supplier must return the duly dated, initialed and signed Purchase Order or acknowledgement of receipt attached to the Purchase Order, no later than fifteen (15) Days from the date of issuance of the Purchase Order by the Buyer. Signing the Purchase Order or the acknowledgement of receipt shall constitute acceptance of the Purchase Order as-is and its entry into force on receipt thereof by the Buyer. If the Buyer does not receive the duly signed Purchase Order or acknowledgement of receipt within the abovementioned deadline, (i) delivery of all or part of the Goods and/or provision of all or part of the Services, if accepted by the Buyer, will constitute acceptance without reservation of the entire Purchase Order by the Supplier; or (ii) failing such commencement of performance by the Supplier, the Purchase Order will be deemed null and void, the Buyer being entitled to claim damages from the Supplier.
- 3.3. The Parties agree that a Purchase Order signed with a secure electronic signature, scanned handwritten signature, or original signature has the same probative value. With regard to a Purchase Order with a scanned handwritten signature, each Party undertakes to present the original copy of its signature to the other Party on request.
- 3.4. The effective date of the Purchase Order is the starting point for the Supplier's period for fulfilment of its contractual obligations. The Contract expires when all the obligations incumbent on each Party have been fully met, except in case of termination as per Clause 27 (Termination).
- 3.5. The provisions of this Clause also apply to Amendments.

CLAUSE 4. CHANGES - AMENDMENTS

- 4.1. During the performance of the Purchase Order, the Buyer is entitled to modify it, and the Supplier undertakes to carry out such modifications without waiting for an agreement between the Parties as to the potential consequences of such modifications on schedule and prices.
- 4.2. The Supplier undertakes to send to the Buyer any requested quotation for potential modification of the Goods and/or Services along with the relevant information, and propose to the Buyer, at technically and economically acceptable conditions, any improvement that could be made to the Goods and/or the Services due to changes in techniques that could improve the quality and/or pricing of the performance or use thereof.
- 4.3. Without prejudice to Clause 4.1 above, any modification must be formally recorded in an amendment to the Purchase Order signed by both Parties. However, any corrections requested from the Supplier by the Buyer in order to have the Goods and/or Services complying with the Purchase Order shall under no circumstances be construed as modifications. The provisions of contractual documents not modified by the Amendment shall apply to the Amendment.
- 4.4. In the event of changes in regulations, standards or codes applicable to the Purchase Order, the Supplier shall inform the Buyer forthwith and have the Goods and Services comply with such new regulations, standards or codes as soon as it has received approval from the Buyer.

CLAUSE 5. CONDITIONS FOR THE PERFORMANCE OF THE PURCHASE ORDER

- 5.1. The Supplier acknowledges it is a specialist in the supply of the ordered Goods and/or Services. As a specialist, the Supplier has a duty to advise, inform, and make proposals to the Buyer at each step of the performance of the Purchase Order, in particular in the event of a change in the regulations, standards or codes applicable to the Purchase Order.
- 5.2. On acceptance of the Purchase Order, the Supplier shall notify the Buyer of the name of its representative. The Supplier's representative will be authorized to receive and execute any request, mail and/or instruction of the Buyer and more generally, act on behalf of the Supplier in all circumstances.
- 5.3. The Supplier has the duty to inform the Buyer of any events which may affect due performance of the Purchase Order, such as but not limited to any event affecting safety and/or security and/or delay as soon as such event is known to the Supplier. Furthermore, and where appropriate further to such events, the Supplier shall inform the Buyer of the corrective action taken, suggest alternative solutions and take into account any measures proposed by the Buyer. The foregoing obligations do not relieve the Supplier from its obligations under the Purchase Order.
- 5.4. Proper and complete performance of the Purchase Order is an essential obligation. The Supplier undertakes, without any reservation, to perform the supply of the Goods and/or Services, in conformity with the terms of the Purchase Order, as well as with regulations, norms, codes and standards and with the state of the art, at its own

costs. The Supplier shall at any time be able to provide the Buyer with evidence of the aforementioned conformity, such evidence not releasing or undermining in any way the Supplier's liability.

5.5. No recommendation, information, comments and/or approvals of the Buyer with regard to performance of the Purchase Order, or the lack of such shall relieve the Supplier of any of its contractual obligations.

5.6. Throughout the performance of the Purchase Order, the Supplier undertakes to devote the necessary skilled personnel to ensure a complete and compliant fulfilment thereof. The Supplier's representative as well as the Supplier's personnel having specific skills may only be replaced for the duration of the performance of the Purchase Order by someone having as a minimum an equivalent skill level. The Buyer shall be entitled to request replacement of the Supplier's representative or any of its employees in the event of failure on their duties.

5.7. If the Buyer has reason to believe that the Supplier will be unable to perform its contractual obligations, the Buyer shall request the Supplier to respond within fifteen (15) Days to confirm or refute this impossibility. If the Supplier is unable to perform its contractual obligations, the Buyer may (i) terminate the Purchase Order pursuant to Clause 27.1 (Termination), or (ii) have the Purchase Order performed in whole or in part by a third party at the Supplier's risk and expense. If required by the Buyer, the Supplier must put in place at the time of signature of the Purchase Order a business continuity plan which complies with the provisions of the standard ISO 22301.

CLAUSE 6. OPERATIONAL EXCELLENCE, QUALITY CONTROL AND TIME SCHEDULE MANAGEMENT

6.1. Operational Excellence

The Supplier is responsible for providing the Goods and/or performing the Services in accordance with the requirements of the Purchase Order and shall have Quality and continuous improvement practices that enable it to identify, assess and control its operational risks. At the Buyer's request, the Supplier shall provide it with access to information proving that it controls the capability of its processes, including but not limited to its qualification files. The Buyer shall treat this information as Supplier's confidential information.

In the event of non-conformity to the requirements of the Purchase Order affecting the Goods and/or Services, the Supplier will inform the Buyer and will propose an action plan to contain the problem. This information will be provided as soon as possible and in all cases within a maximum of two (2) Days of discovering the problem. At the Buyer's request, the Supplier will provide an analysis of the root causes and an action plan to remedy the non-conformity and prevent it from recurring. The analysis and action plan will be sent to the Buyer, or any third party designated by the Buyer, within a maximum period of ten (10) Days after the Buyer's request. Otherwise, the Supplier shall inform the Buyer and shall cooperate in applying the Valserve Operational Excellence methods and tools proposed by the Buyer. Corrective actions shall be initiated within one (1) month of non-compliance.

6.2. Quality Management

The Buyer is entitled to use all appropriate means to control the performance of the Purchase Order and the compliance of the Goods and Services, either at the place of manufacturing of the Goods and/or provision of the Services, or in a laboratory of its choice. If during verifications, controls and/or monitoring the Buyer or any third party appointed by it or any appropriate authority identifies one or more non-conformities and/or failure to meet contractual obligations, the Buyer will notify the Supplier in writing. The Supplier shall then take all necessary remedial measures to comply in full with the Purchase Order, at its own expense, within ten (10) days of receipt of such notification. The Supplier shall make a dedicated room with air conditioning and the necessary supplies, including access to telephone, internet and printer, available to the Buyer, any third party appointed by it or appropriate authority, free of charge at the Supplier's facilities, for them to conduct audits, controls and/or monitoring.

The Supplier shall permit the Buyer, a third party appointed by it, or any appropriate authority, to carry out verification and/or quality audits and hereby authorizes unrestricted access to its premises and those of its subcontractors and suppliers. Access to the place of performance of the Purchase Order shall be provided by the Supplier to the Buyer within two (2) Days of the latter's request.

Furthermore, the Supplier, its subcontractors and suppliers shall provide the Buyer, or any third party appointed by it, or any appropriate authority, with the evidence of due compliance with the required level of quality of performance of the Purchase Order. If it is determined that certain measures implemented by the Supplier are inadequate, ineffective or unsuitable, the Buyer will serve notice to that effect to the Supplier and the latter shall provide the Buyer with proposed remedial measures within the allotted time.

If the Supplier fails to fulfil its obligation to provide all information proving quality compliance and relating to the progress of the Purchase Order, resulting in the need for verifications, checks and/or monitoring in addition to those initially provided for under the Purchase Order, the Buyer reserves the right to invoice the additional verifications, checks and/or monitoring in the form of a lump sum of two thousand Euros (€2000) per inspection, verification, checks and/or monitoring, in addition to travel expenses for the inspectors. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Buyer.

Verifications, controls, monitoring, inspections and quality audits carried out by the Buyer and/or its Customer(s) and/or their representatives and/or the safety authorities and/or certified bodies shall in no way release the Supplier from its contractual obligations or decrease its liability for the Purchase Order.

The Supplier undertakes to include provisions of this Clause in the subcontracting agreement to ensure that the corresponding obligations apply to any subcontractors.

6.3. Time Schedule Management

The Supplier is responsible for complying with the deadlines and shall ensure that they are met in accordance with the requirements of the Purchase Order. Upon completion, delivery performance shall be measured in terms of the delivery of compliant Goods and/or Services in full and on time (OTIF – On Time in Full indicator).

To ensure that Goods and/or Services are delivered on time and in full, the Supplier shall regularly monitor the progress of production of the Goods and/or Services in accordance with the requirements of the Purchase Order and shall particularly monitor the "Monthly Compliance Rate" measuring the actual percentage of on-time delivery for each monthly milestone defined in the Purchase Order. In the event of a delay in execution measured by an insufficient Monthly Compliance Rate according to Buyer's evaluation thereby resulting in a risk of the contractual deadline not being met, the Supplier shall take appropriate measures to deliver on time, in particular by using the tools of Operational Excellence. The Supplier shall inform the Buyer of any delays and remedial action plans implemented.

CLAUSE 7. CORPORATE SOCIAL RESPONSIBILITY AND OCCUPATIONAL HEALTH AND SAFETY

7.1. Corporate Social Responsibility

The Parties undertake to comply with the requirements of French Act 2017-399 dated 31 March 2017 relating to the duty of vigilance of parent companies and instructing companies, requiring any company exceeding a certain number of employees to establish and implement a vigilance plan.

The Supplier shall inform the Buyer of any event which may generate a social or environmental impact, any identified non-conformities and any proceedings initiated against it by the competent authorities.

7.2. Occupational health and safety

The Supplier undertakes, in its own name and in the name of its personnel, to provide the Goods and/or Services specified in the Purchase Order in accordance with statutory and regulatory provisions in particular the measures to be taken relating to occupational safety, health and radiation protection measures applicable on the Sites(s) where the Purchase Order will be executed.

If the Goods and/or Services are prepared /performed in France, the Supplier undertakes in particular to comply with the provisions of Articles R. 4511-1 et seq. of the French Labor Code. The "prevention plan" will be drawn up following a joint inspection of the premises and returned to the Buyer duly signed before commencement of the contracted services included in the Purchase Order.

For building or civil engineering sites in France (closed and independent worksites), the Supplier undertakes in particular to comply with the provisions of Articles R. 4532-1 et seq. of the Labor Code". The Supplier will appoint an on-site supervisor for each intervention. The supervisor will be vested with the necessary technical and management authority; he will more particularly ensure proper execution of the tasks assigned to the Supplier with regard to the latter's legal and contractual obligations.

The Supplier will assume all the financial and/or administrative consequences borne by the Buyer as a result of non-compliance by the Supplier, its employees, subcontractors and suppliers of current occupational safety regulations.

7.3. Managing Safety of Supplier's Personnel

The Supplier shall ensure that the risks and instructions specific to the concerned Valsolve entity (plant, project, etc.) are correctly and regularly communicated to, and applied by, its personnel and subcontractors working on the Valsolve sites. To do this, the Supplier implements appropriate methods, such as specific trainings, industrial safety field walkdowns, audits, reporting of risky situations, the practice of shared vigilance. The deployment of these methods is monitored through performance indicators.

In addition, the Supplier shall keep its worksites clean and tidy and shall leave these areas in the same state of cleanliness as before conducting its work.

With regard to performance of the Purchase Order, the Supplier:

- has a health and safety management system which complies with ISO 45001;
- appoints a safety officer on site and tell the Buyer the name and capacity of the said officer. This employee may have other duties;

- sends the Buyer a copy of work accident reports filed with Social Security, and annually inform the Buyer of the work injury frequency rate with or without lost time. Accident reports are collected in the Buyer's database. Pursuant to the French data privacy and personal freedoms Act 78-17 of 6 January 1978 as amended, victims of accidents are entitled to access and rectify their personal information.

7.4. Commitment of Supplier's Senior Management

In the event of a lost time accident or a hazardous situation with high severity potential for its personnel or subcontractors, the Supplier shall contact the senior management of the Valserve entity concerned (plant, project, etc.) to present, as soon as possible, the root cause analysis and an action plan in order to eliminate the recurrence of accidents. The Supplier's senior management is committed to the quality of the analysis and the implementation of the associated action plan.

CLAUSE 8. SUPPLY AND USE OF HAZARDOUS CHEMICALS OR ARTICLES CONTAINING THEM

The Supplier undertakes to ensure that products (substances, mixtures, or articles) supplied or used in connection with the Purchase Order are in conformity with the provisions of the REACH regulation (Regulation (EC) No. 1907/2006 of the European Parliament and of the Council) and to send the Buyer proof thereof.

8.1. Substances and mixtures

For substances or mixtures covered by the REACH regulation, the Supplier must check that all the substances or mixtures supplied or used in connection with the Purchase Order have already been registered with the European Chemicals Agency or must have them registered by the date of signing of the Purchase Order.

If an application for authorization is needed for the substance supplied to the Buyer on its own or in a mixture, the Supplier undertakes to inform the Buyer of its intention to file the necessary application, no later than one (1) month after publication by the European Chemicals Agency (ECHA) of the recommendation on including the substance concerned in appendix XIV of the REACH Regulation. If approval is not granted or the Supplier fails to observe the substance's restriction conditions, the Supplier shall propose an alternative product to the Buyer in writing within three (3) months, and the latter may accept or refuse it. If no alternative product is proposed by the Supplier and/or approved by the Buyer (the Supplier's proposals are limited to two (2)), the Buyer may cancel the Purchase Order under the conditions of Clause 27.1 (Termination).

8.2. Articles

The Supplier certifies to the Buyer that no articles or parts thereof that are covered by the Purchase Order contain any substances included on the list of "Substances of Very High Concern" ("SVHC") in Article 59 §1 of the REACH Regulation above a concentration of zero-point one percent (0.1%) weight by weight. Failing which, the Supplier shall name the SVHC concerned and all the relevant information, including its location and integration, and shall justify its presence.

CLAUSE 9. FINANCIAL CONDITIONS

9.1. Purchase Order price

9.1.1. In setting the price, the Supplier is deemed to have taken into account all constraints inherent to the supply of the Goods and/or performance of the Services, as specified in the Purchase Order. The agreed price is always "exclusive of tax". The price is stated in the Purchase Order. Unless otherwise stipulated in the Purchase Order, the price is considered firm and not subject to escalation.

9.1.2. The Supplier bears all the costs related to taxes, duties and deduction for which it is liable. It also bears all costs, such as but not limited to the costs relating to sampling, controls, analysis, expert appraisal, and tests stated in the Purchase Order, or costs required further to the detection of a nonconformity, or any normal costs in the profession, or costs required by any authority or organization that may need to control the Goods and/or Services included in the Purchase Order.

9.1.3. The Purchase Order sets the unit prices of the Goods and/or Services. The price of transport, where applicable, must be stated separately.

9.2. Incentives for optimized performance of the Purchase Order

The Purchase Order shall define, where appropriate, incentives for the Supplier to perform the Purchase Order in an optimized manner.

9.3. Performance bond

Where the Purchase Order so provides, and in order to ensure due performance of the Supplier's contractual obligations under the Purchase Order, the Supplier shall provide the Buyer with a first-demand performance bond that shall be irrevocable, unconditional and without reservation, within thirty (30) Days of the conclusion of the

Purchase Order from a top-tier financial institution approved by the Buyer. The Buyer will not make any payment to the Supplier in relation to the Purchase Order until the Supplier submits such bond. Failure to produce such bond will give the Buyer the right to terminate the Purchase Order to the sole prejudice of the Supplier pursuant to Clause 27.1 (Termination).

CLAUSE 10. LIQUIDATED DAMAGES

10.1. Liquidated damages for delay

Non-compliance of the lead times for performance of the Services or delivery dates of the Goods incurs liquidated damages for delay; unless otherwise specified in the Purchase Order, the amount of these liquidated damages for delay is one and a half percent (1.5%) of the Purchase Order price per Day of delay.

10.2. Liquidated damages for technical performance

Where applicable, the Supplier is liable for liquidated damages with respect to technical performance as specified in the Purchase Order.

10.3. General provisions applicable to liquidated damages

Such liquidated damages shall apply automatically and without prior notice and constitute a discharge, except in case of a grave error and/or willful misconduct. Payment of such liquidated damages shall in no way release the Supplier from performing its contractual obligations. These liquidated damages can in no way be construed as a waiver by the Buyer of its right to terminate the Purchase Order pursuant to Clause 27 (Termination).

The Buyer sends the Supplier documentary evidence of the liquidated damages. The Supplier has fifteen (15) Days from receipt of notice thereof to formulate its substantiated observations. If the Supplier does not make any substantiated observations or in the event of agreement within this fifteen (15) Day period, the liquidated damages shall be deemed certain, liquid and payable. If the Supplier makes observations within this fifteen (15) Day period, the Parties shall meet and agree on the amount of the liquidated damages. Once the Parties have reached an agreement on the amount of liquidated damages, the Buyer shall invoice the amount of liquidated damages that the Supplier shall pay in accordance with the payment terms set out in Clause 11 (Terms of payment) or by any other means mutually agreed upon by the Parties.

CLAUSE 11. TERMS OF PAYMENT

11.1. Payments are made sixty (60) days from the date of correct invoicing, subject to compliant performance of the Purchase Order and acceptance of the invoice by the Buyer. Notwithstanding the foregoing, for road freight transport of goods, vehicle rentals with or without a driver, freight forwarding and for forwarding agent, shipping agent, air freight, freight broker and customs clearing agent activities, payments are made thirty (30) days from the issue of the compliant invoice, subject to compliant performance of the Purchase Order and acceptance of the invoice by the Buyer. The invoice will be deemed invalid if it is received by the Buyer more than five (5) Days after its date of issue. The Buyer may offset any claims it may have against the Supplier (such as liquidated damages or payment due in relation to the contractual warranty) with the sums due from the Buyer to the Supplier in connection with the Purchase Order.

11.2. Except where otherwise stipulated in the Purchase Order, payments are made by bank transfer. Any failure to pay by the due date not attributable to the Supplier's total or partial failure to perform its obligations or to the Buyer's implementation of the offsetting mechanism shall incur late payment and the Buyer will pay late payment interest at three (3) times the French legal interest rate per calendar day applied to the unpaid amount. The late payment interest shall apply to the invoices total exclusive of tax. The late payment interest is charged the day immediately after the due date until the date of full payment.

The Buyer will also be charged a set fee for recovery costs, the amount of which is set by Decree.

11.3. Prior to any assignment (notably in the context of factoring, delegation or subrogation) of its debts in respect of the Purchase Order, the Supplier must inform the Buyer's registered office and the Buyer's establishment that issued the Purchase Order. It shall quote such assignment on its invoices.

The Supplier shall request the new beneficiary creditor to personally send the Buyer notice of the debt assignment, regardless of the form and arrangements thereof, done according to the procedures prescribed by law. The Supplier irrevocably undertakes (in instances where it receives payment by mistake and irrespective of any exceptions it may invoke against the person, organization or credit institution benefitting from the receivables) to immediately and directly pay this third party the funds received, at its own expense, and discharge the Buyer of any liability in that respect. If this procedure is not followed, the Supplier is required to hold the Buyer harmless and indemnify it against any adverse consequences of any error from itself or the new beneficiary creditor.

CLAUSE 12. INVOICING

12.1. Invoices must be issued as one (1) copy in electronic format (PDF), on the dates given in the Purchase Order once their obligating events have effectively occurred. If the obligating event is deferred for reasons attributable to the Supplier, delayed payment shall not include any late payment interest.

12.2. Invoices shall comply with Valserve instructions. The Supplier will be informed of any change in this regard.

12.3. The Buyer is entitled to refuse (and not take it into account in its accounting books) any invoice in breach of legal requirements, or non-compliant with the provisions of the Purchase Order. Any such invoices are deemed null and void. An incorrect invoice not returned by the Buyer shall not however be construed as the latter's acceptance thereof.

12.4. The Purchase Order does not give rise to payment of any advances or down payments.

CLAUSE 13. TIME SCHEDULE – DELIVERY

13.1. The time schedule or completion dates (“**Schedules**”) for supply of the Goods and/or performance of the Services are defined in the Purchase Order. Time periods are always calculated including the starting and ending dates.

13.2. These time periods are deemed to take all the Supplier's obligations and constraints into account. The Acceptance of the Purchase Order implies for the Supplier an irrevocable commitment to Schedule or dates as set forth in the Purchase Order that, as such, represent one of the essential obligations of the Purchase Order.

13.3. Goods - packing

13.3.1. The Supplier undertakes to deliver the Goods and Deliverables to the places and on the dates specified in the Purchase Order. Failing which, delivery is made to the Buyer's premises. Goods and Services must be delivered during the opening hours of the place of delivery stated in the Purchase Order or notified by the Buyer before delivery.

The Supplier must send advance notice of delivery to the Buyer's establishment one week before any shipment of Goods. For shipment of Outsize Cargo, notice must be sent sixty (60) Days before shipment together with its weights and dimensions. If such notice is not sent, the Buyer may refuse delivery, which will be deemed not done. A new date will be agreed as soon as possible.

Deliverables must be delivered by e-mail or another mode of transport meeting the conditions of the Purchase Order (in particular the markings and protection, Purchase Order number, name of the Buyer's technical supervisor, contents of the package, etc., stated in the Purchase Order if the package is not confidential). All deliveries must be accompanied by a delivery note referring to the Purchase Order. The delivery note shall be dated and signed by the Parties. Each of the Goods must be labelled with the reference of the Purchase Order concerned.

The signing of a delivery note by the Buyer only confirms material delivery of the Goods and Services. It can on no account be construed as recognition of compliance of the Goods and Services with the Purchase Order's specifications, the Buyer reserves the right to notify the Supplier within the legal time limit of any reservation, loss, damage or nonconformity of the Goods and Services observed at the time of unpacking or during subsequent controls.

13.3.2. The packing must be appropriate for the type of transport specified in the Purchase Order (in particular the markings and protection) and must ensure effective protection against any damage or loss, from the point of view of both handling and of safeguarding up to its place of delivery. The Supplier is inter alia responsible at its cost and risk for loading and carriage (including administrative formalities) of the Goods. Compensation for damage and/or loss due to defective, inadequate or un-adapted packing is entirely chargeable to the Supplier.

The packages must bear the Purchase Order reference clearly and legibly on each side and include all the markings stipulated in the Purchase Order, in particular: shipping date, sender's address and delivery recipient. The weight of each shipping unit and the location of the slinging must be stated on all heavy shipping units.

Returnable containers will be returned (barring an exceptional agreement) at the Supplier's expense. Packing lists sent by the Supplier must state:

- the reference of the Purchase Order,
- the destination of the shipment for each subset,
- the Supplier's company name,
- the date of shipment,
- the itemized bill of materials of the articles, with the number of shipping units, the gross and net weights,
- the reference of the parts and the corresponding drawings.

If shipment of some or all of the Goods is delayed at the request of the Buyer, the Supplier is required, under its responsibility, to warehouse them free of charge for three (3) months, and thereafter for a fee to be agreed by mutual consent of the Parties.

It is hereby agreed that the Supplier must insure the Goods against damage, including for the duration of the warehousing.

During performance of the Purchase Order, the Buyer may change the place of delivery stated in the Purchase Order, in which case the prices may be increased or decreased to reflect the effect of this change on the Supplier's costs.

13.4. Services - Deliverables

The Services must be performed and the Deliverables supplied within the time specified in the Purchase Order.

13.5. Delivery of the Goods and/or completion of the Services does not imply receipt or acceptance thereof. Partial or advance delivery of the Goods and/or Services (including Deliverables) is prohibited barring the prior consent written of the Buyer. If no such consent is forthcoming, the Goods and Services will be deemed not to have been delivered.

CLAUSE 14. ACCEPTANCE

14.1. The acceptance procedure consists of all the operations through which the Buyer checks the visual conformance of the Goods and/or Services to the terms of the Purchase Order.

14.2. Acceptance of Goods and/or Services with industrial commissioning

When a specific procedure is not included in the Purchase Order, on completion of installation Services and/or on completion of the supervision of the Goods installation, the Supplier shall notify the Buyer in writing seven (7) Days in advance that the Goods are ready for operation. A joint control of completion of the Goods and Services is conducted. The Goods and Services are put into operation for a period of thirty (30) Days. If a failure occurs during that period, the Supplier shall repair or replace the Goods and/or re-perform the Services at its own expense.

At the end of the aforesaid period of thirty (30) Days, subject to normal operation being noted for at least twenty (20) consecutive Days and acceptance of the related Deliverables, the Supplier will notify the Buyer in writing seven (7) Days in advance in order to carry out the necessary tests and check the conformity of the Goods, Services and/or related Deliverables and thereby proceed with Acceptance in the presence of both Parties. The Buyer shall issue the acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.3. Acceptance of Goods without industrial commissioning

In the absence of a specific procedure in the Purchase Order, the Buyer has a reasonable period of time, which cannot exceed thirty (30) Days from the delivery date of the Goods and all the related Deliverables to inspect and verify them and report any visible defect to the Supplier. The Buyer shall issue the acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.4. Acceptance of Services

In the absence of a specific procedure in the Purchase Order, the Supplier shall notify the Buyer of completion of the Services and where applicable will provide a completion report or study report. The Buyer has a reasonable period of time, which cannot exceed thirty (30) Days from the Supplier's delivery of complete performance of the Services, including the sending of the Deliverable(s), to report any visible defect to the Supplier. The Buyer shall issue the acceptance report, or a statement of non-conformity within a reasonable timeframe from when verifications have been completed.

14.5. Statement of non-conformity

If a statement of non-conformity of the Goods and/or Services is issued during the acceptance verifications, the Supplier undertakes to correct the non-conformities listed in the said statement within the deadline specified therein, or in absence of deadline, within seven (7) Days of notification thereof. All Goods and Services presenting a non-conformity are deemed not completed. No payments are due until the non-conformities have been corrected.

After correction of the non-conformities by the Supplier, a second acceptance procedure will be carried out to ascertain that the Goods and/or Services comply with the Purchase Order. If non-conformities are identified after the second acceptance procedure, the Buyer may refuse or reject the Goods and/or Services, as provided for in Clause 15 (Rejection of Goods and/or Services). Any and all costs in connection with the correction of the non-conformities of the Goods and/or Services shall be fully and exclusively borne by the Supplier, including costs and/or expenses incurred by the Buyer.

CLAUSE 15. REJECTION OF GOODS AND/OR SERVICES

15.1. If any non-conformities in the Goods and/or Services are noted after the second acceptance procedure as set out in Clause 14 (Acceptance) above, the Buyer may refuse or reject all or part thereof, without prejudice to any liquidated damages or compensation for damage it may claim. Moreover, any sums already paid by the Buyer for the said Goods and/or Services must be reimbursed immediately, without prejudice to termination of the Purchase Order for breach under the conditions of Clause 27.1 (Termination).

15.2. Any Goods and/or Services definitely refused or rejected must be taken back by the Supplier within eight (8) Days of receipt of the notice of refusal or rejection. If the Goods have not been recovered by the Supplier within the said period, the Buyer may, at the cost, expense and risk of the Supplier, (i) destroy the Goods, or (ii) return them to the Supplier, or (iii) place them in storage pending collection by the Supplier. All costs arising further to refusal or rejection of the Goods are fully and exclusively borne by the Supplier, including costs and/or expenses incurred by the Buyer.

CLAUSE 16. TRANSFER OF TITLE AND TRANSFER OF RISKS

16.1. Transfer of risk relating to the supply of Goods and/or performance of Services occurs upon signature by the Buyer of the acceptance certificate, subject to the provisions of Clause 18 (Intellectual Property). If the Buyer is forced to use the Goods and/or Services in the meantime, this cannot be construed as acceptance and/or transfer of risk of the said Goods and/or Services.

16.2. Transfer of title occurs along delivery of the Goods and performance of the Services performed. It is hereby agreed that transfer of title does not affect the Buyer's right to refuse the Goods and/or Services, in which case title thereof will revert to the Supplier.

16.3. Failing an acceptance procedure, transfer of title and risks occurs upon delivery of the Goods and Services. Such transfer does not legally or materially affect any obligation of the Supplier pursuant to the Purchase Order.

CLAUSE 17. WARRANTY

17.1. Subject to the provisions of Clause 18 (Intellectual Property), the Goods are guaranteed free of any privilege, pledge and bond.

The Goods and/or Services must be performed according to the prevailing state-of-art and delivered in full and in accordance with the provisions of the Purchase Order.

17.2. The Supplier warrants conformity of the Goods and/or Services during the period specified in the Purchase Order, or failing which for twenty-four (24) months from the date of acceptance of all the Goods and/or Services, as stipulated in Clause 14 (Acceptance).

17.3. As soon as a non-conformance or a defect is detected in the Goods and/or Services, the Buyer informs the Supplier thereof promptly and in writing, indicating the nature of the non-conformance or defect. Under the warranty obligation, the Supplier shall at its own costs, promptly, and however no later than upon the date stipulated by the Buyer, carry out any replacement, repair, correction, modification or adjustment required to achieve or maintain the characteristics, performances and results guaranteed to the Buyer.

Such measures may, at the Buyer's choice, be carried out at the Buyer's site, or on the Site of its Customer (in France or elsewhere), or at the Supplier's site. If it appears necessary to carry out such measures other than on the Site or the Buyer's site, then the repatriation of the Goods and their return to the Site or the Buyer's site (as well as the risks attached thereof) after backfitting shall be fully borne by the Supplier. The Buyer reserves the right to choose the appropriate transportation means with respect to its own constraints.

All costs and damage arising out of or in connection with the non-conformance of the Goods and/or Services shall be fully and exclusively borne by the Supplier. After being served formal notice, if the Supplier refuses to bring the Goods into compliance or is unable to meet the requirements and demands stated above, the Buyer shall be entitled to perform or have a third party perform, forthwith and without any other formalities, at the Supplier's cost and risks. In such case, the Supplier shall continue to warrant the Goods and/or Services as provided for in the Purchase Order.

When a replacement, repair, corrections or modifications of all or part of the Goods and/or Services has been performed, the Goods and/or Services affected by the defect shall be re-warranted under the same conditions as those set out in the present General Terms and/or the Purchase Order, for an additional period equal to the original warranty period, as from the date of acceptance of the replaced, corrected, repaired or modified Goods and/or Services.

17.4. Beyond the aforementioned warranties, the Supplier shall remain liable for any latent defect as stipulated in Articles 1641 et seq. of the French Civil Code, and by express agreement of the Parties, for any supply of Goods pursuant to the Purchase Order, whether or not Services are included in the Purchase Order.

17.5. None of the above provisions shall be construed as restricting any of the Buyer's (or, as further owner of the Goods and/or Services, its Customer's) rights and remedies at law.

17.6. In the event of a latent defect and/or repeated non-conformity of Goods and/or Services, the Parties shall meet to agree on solutions to implement in order to meet the requirements of the Purchase Order, or failing which the arrangements for total or partial cancellation thereof.

CLAUSE 18. INTELLECTUAL PROPERTY

18.1. Background Knowledge

18.1.1. Buyer's Background Knowledge

The Buyer remains the exclusive owner of the intellectual property rights of its Background Knowledge. For the purposes of this Clause, the Customer's input data and/or information disclosed to the Supplier for the purpose of the performance of the Purchase Order shall be considered as Buyer's Background Knowledge.

For the sole purpose of performance of the Purchase Order, the Buyer grants to the Supplier the right to use its Background Knowledge, with the right to sublicense such Background Knowledge to authorized subcontractors, as strictly necessary to perform the subcontract agreement. The Supplier must inform the Buyer before transmitting the Buyer's Background Knowledge to a subcontractor.

The Supplier is required not to infringe the Buyer's Background Knowledge by refraining it from being used, copied or reproduced in full or in part, by any means and in any form, for purposes other than those strictly necessary to perform the Purchase Order and only throughout the term of the Purchase Order. Accordingly, the Supplier is prohibited from using the Buyer's Background Knowledge from the date of expiry or termination of the Purchase Order, and shall be liable for compliance with this Clause by any subcontractors.

18.1.2. Supplier's Background Knowledge

The Supplier shall notify the Buyer of any Background Knowledge held by the Supplier and which is necessary to use the Results upon conclusion of the Purchase Order at the latest.

Upon accepting the Purchase Order, the Supplier grants to the Buyer and its Affiliates a non-exclusive, royalty-free, fully-paid up, perpetual, worldwide license to use Supplier's Background Knowledge to the extent of using the Results for both internal and business purposes, in accordance with the terms of Clause 18.2. When relating to know-how, such license shall last until such know-how becomes public. The Buyer shall be entitled to grant sublicenses and/or to assign this Background Knowledge right to use to whomever it may deem fit, including the Buyer's Affiliates.

In this respect, the Supplier grants the Buyer and its Affiliates the right to disclose, register, reproduce, use, translate, adapt, modify and communicate its Background Knowledge as needed by the Buyer and its Affiliates to use the Results, with a right to sublicense it to any third parties.

The financial consideration for this license is lump sum and included in the price of the Purchase Order.

18.2. Results

18.2.1. Principle

Unless stipulated otherwise in the Purchase Order, the Supplier assigns all the Results and intellectual property rights attached thereto, on an exclusive basis to the Buyer, the ownership and title being transferred along completion.

The Supplier waives all and any rights whatsoever it may claim on the Results and warrants that it has procured the same waiver from its personnel, subcontractors and their personnel. The Results constitute Confidential Information belonging to the Buyer and must be treated as such by the Supplier. The price of the Purchase Order includes the lump sum remuneration of the Supplier of the above-mentioned assignment of the Results to the Buyer as well as the related intellectual property rights attached thereto, as specified in this Clause.

The Buyer shall therefore be free to use the Results as it wishes, and to decide the appropriateness and choice of any legal protection measures to be implemented in connection with the said Results.

The Supplier shall not restrain or otherwise hinder the use of the Results by the Buyer, in particular through an intellectual property right.

18.2.2. Copyright - Software

If the Results include, in full or in part, creations which can be protected by copyright, then all such creations, including but not limited to computer developments, such as software, databases, the design of the "look and feel" of the software screens created in the course of the performance of the Purchase Order (hereinafter referred to as "Creations"), shall be the exclusive property of the Buyer, the ownership and title being transferred along completion.

Therefore, the Supplier, acknowledging being author of the Creations, or at least the assignee of the copyright over such Creations, exclusively assigns to the Buyer, all intellectual property rights attached to the Creations, with the

exception of the Supplier's moral right, whatever is the nature of the considered work, i.e., an individual work, a collaborative work (carried out by a member of the Supplier's personnel) or a collective work:

- a) The exclusive right to reproduce them without limitation as to number, digitize, duplicate, print, record in whole or in part of each of the Creations, for whatever reason and in any manner, specifically by any technical processes, on any media, known or unknown on the date of the Purchase Order, in any formats; this right to reproduce includes a permanent or temporary right to reproduce any software in full or in part, by any means and in any form, and in particular by any loading, display, performance, transfer or storage operation;
- b) The right to translate which includes the right to produce any version of all or part of each of the Creations in French and any foreign language, as well as in any computer language;
- c) The right to adapt, arrange, modify, correct errors, and the right for the Buyer to alter or have any third party alter each Creation in full or in part whether in writing, orally, through telematics or digital, etc. form, and for any kind of use;
- d) The right to publish, broadcast, edit and re-edit without any limitation on the number of editions. Such rights shall include reprographic rights and all derivative rights thereof, to sell, grant or assign the rights of use, the right to rent and lend copies of each of the Creations in its original version or in any adapted, arranged, modified, corrected, converted or translated version, either free of charge or against payment;
- e) The right to represent, exhibit, display, broadcast and use all or part of each of the Creations, in its original version or in any adapted, arranged, modified, corrected, converted or translated version, through any means of communication to the public known to this day and in particular by public recital, television broadcasting, including radio broadcasting, satellite transmission, active or passive initial or secondary cable distribution, public projection, disclosure/transmission in a public place, digital disclosure/transmission online or over media, by public presentation and any other means;
- f) The right to use, monitor and maintain the Creations;
- g) The right to integrate all or part of the Creations with or without modification;
- h) The right to decompile the Creations, especially software.

The Buyer shall be entitled to a worldwide use of the aforementioned rights for commercial or non-commercial purposes (including for research purposes) for its own activities and those of its Affiliates and for as long as the legal protection of said rights shall last (and without any limitation of any kind regarding edition, broadcasting, rerun or use).

The Supplier transfers to the Buyer all property rights over the media for the Creations, allowing their copy in number and their adaptation. For software Creations, the assignment shall apply to both the object code and the source code version and will include the preparatory design material and associated documentation enabling a person skilled in the art to understand the source codes. The Supplier must provide a copy of all these media forthwith to the Buyer on completion of the Purchase Order, or prior to this on request by the Buyer.

The Buyer has the right to retrocede all or part of such acquired intellectual property rights to any third parties of its choice, by any means, especially by means of assignment, concession or any other legal means. The payment due for the assignment of intellectual property rights as defined in this Clause is expressly included in the agreed price of the Purchase Order.

18.2.3. Special case of employees

The Supplier shall be responsible for the execution by its employees and its subcontractors' employees of any necessary formalities (such as signing mandates, transfer deeds or declarations) that enable the transfer of the Results to the Buyer as defined in Clauses 18.2.1 and 18.2.2 and their protection by the Buyer.

18.3. Guarantees

The Supplier warrants that it is the owner or assignee of all the intellectual property rights attached to the Results and to any Background Knowledge licensed to the Buyer under Clause 18.1.2 in particular the copyright of the various executants of the Results whether these are its employees or third parties such as any subcontractors, and that it may therefore freely assign such within the conditions stipulated in Clauses 18.2.1 and 18.2.2.

The Supplier warrants the Buyer that the Results do not infringe any pre-existing intellectual property rights owned by any third party, any subcontractors, or those of an employee of the Supplier or any of its subcontractors.

Accordingly, the Supplier shall indemnify the Buyer against all costs and damages claimed against the Buyer based on the ownership and/or exploitation of any intellectual property right or personality or image right associated with the Results, which is brought by any third party or its employees or those of its authorized subcontractors and shall indemnify the Buyer for any costs, indemnities, legal fees and expenses which may be incurred or to which the Buyer may be held liable as a result of such claim or action. The Supplier shall provide full assistance to the Buyer, should such claim be filed against the latter.

Furthermore, should such a claim or action succeed the Supplier shall be responsible for obtaining from the third party or (if applicable) the Supplier's employees or the employees of its authorized subcontractors, the assignment, concession or sub-concession of the disputed intellectual property right, or the authorization associated with the exploitation of the personality or image rights belonging to the third party or the employee and to pay the required consideration, so as to enable the Purchase Order to be complied with and the peaceful use of the Results by the Buyer. In the absence of which, and subject to the Buyer's consent, Supplier shall modify the Results. If this solution is not feasible, the Buyer will be entitled to terminate the Purchase Order forthwith, without prejudice to any the damages it may claim from the Buyer.

The Supplier shall grant the same warranties as those stated above in respect of any Background Knowledge granted under license to the Buyer in the terms of Clause 18.1.2.

CLAUSE 19. CONFIDENTIALITY

19.1. The Supplier undertakes at all times that it will keep confidential the Confidential Information that it receives from the Buyer. The use of Confidential Information by the party receiving it (the "**Recipient**") is strictly limited to the performance of the Purchase Order. Accordingly, the Recipient undertakes at all times to communicate Confidential Information only to its employees on a strict need-to-know basis. The Recipient undertakes to take all reasonable measures, which are at a minimum as protective as those it takes for the protection of its own Confidential Information, so as to prevent and protect against theft and against the unauthorized use, disclosure and/or reproduction of Confidential Information.

19.2. The Recipient undertakes not to communicate Confidential Information directly or indirectly to a third party, except to subcontractors authorized under Clause 24.2 (Assignment - Subcontracting) on a strict need-to-know basis and only to the extent necessary for the performance of the Purchase Order, to the Customer and to the sworn professional advisors of the Recipient on a need-to-know basis and provided that they have no conflict of interests with respect to the party disclosing the Confidential Information (the "**Disclosing Party**").

19.3. Moreover, upon the Buyer's request or at the expiration or termination of the Purchase Order, whatever the cause, the Supplier undertakes to return to the Buyer and/or destroy, and certify in writing the destruction of, any Confidential Information in any form whatsoever. The Supplier may retain in its automatic backup systems any Confidential Information that cannot reasonably be destroyed, provided however that such information shall not be accessible or used by the Supplier and that such data shall be destroyed in accordance with the Supplier's policy and practices related to the destruction of documents.

19.4. The Recipient shall ensure that its personnel and third parties identified in Clause 19.2 comply with the confidentiality obligations set out in this Clause.

19.5. In any event, the provisions in this Clause cannot restrict or infringe in any way the property rights and rights of use of the Parties.

19.6. These confidentiality obligations shall survive after expiry or termination of the Purchase Order for any cause whatsoever, as long as the Confidential Information does not enter the public domain, other than as a result of any act or omission of the Recipient.

CLAUSE 20. FORCE MAJEURE

Force majeure event shall mean any unforeseeable event beyond the control of the Party invoking it that is unavoidable and that prevents said Party from performing its obligations. When a force majeure event arises, the Party invoking it shall take the appropriate measures to mitigate its effects and notify the other Party by registered letter with acknowledgement of receipt, setting out the circumstances such Party is facing, the foreseeable consequences including but not limited to on due performance of the Purchase Order and the first actions taken, it being understood that it shall use its best efforts to mitigate said consequences and find the most appropriate solutions to solve the problems resulting therefrom. The Purchase Order's completion deadline shall be extended for a duration equal to the duration of the force majeure event. The Party invoking a duly notified force majeure event shall not be held liable for failing to meet, or only partially meeting, the obligations affected by the force majeure event for as long as it lasts. Said Party remains bound by any obligations not affected by the force majeure event. If no agreement can be reached concerning the measures to take, and if the force majeure event lasts for more than 60 (sixty) Days from notification thereof, the Buyer may terminate all or part of the Purchase Order under the terms and conditions of Clause 27.2 a) (Termination), without any indemnification being due to the Supplier.

CLAUSE 21. LIABILITY – INSURANCE

21.1. The Supplier is liable for loss and/or damage of any kind caused by the Supplier or its subcontractors and suppliers to the Buyer, up to an overall ceiling of 100% of the price of the Purchase Order. However, this ceiling does

not apply to bodily injury and losses and damages resulting from non-compliance with confidentiality and/or intellectual property provisions and/or gross negligence and/or willful misconduct.

The Buyer shall not be liable for any indirect and/or consequential damage (such as, but not limited to loss of profit, loss of production, loss of opportunity, shortfall, damage to the corporate image or brand), whatever the time, the origin and the cause of such damage or loss suffered by the Supplier, it being understood that losses and damage resulting from non-compliance with confidentiality and/or intellectual property provisions shall under no circumstances be considered as indirect or consequential damage.

21.2. The Supplier shall subscribe and maintain in effect the necessary insurance policies for a sufficient amount, in order to cover any risk and liability arising out of or in connection with the performance of the Purchase Order, in particular an insurance policy covering damage caused to the Buyer and to other third parties. Said insurance policies shall be taken out with well-known creditworthy insurance companies.

Prior to conclusion of the Purchase Order, the Supplier shall provide insurance certificates issued by its insurer(s) within the past six (6) months, stating the number and effective date of the insurance contract, the coverages granted, their amounts and deductibles, the sub-limits, the activities, the nature of the works or tasks covered, and the Supplier shall provide evidence that it has duly paid all the related premiums. For a multiyear insurance contract, the Supplier shall provide the aforesaid certificate(s) every year, on the due date of the insurance policy. However, subscription to said insurance policies does not in any way relieve the Supplier from its obligations and liabilities arising out of or in connection with the Purchase Order.

CLAUSE 22. AUDIT

The Buyer may at any time carry out on its own behalf and at its own expense or on behalf of its Customer subject to special conditions as they may be agreed, an audit, notably of the resources and tools allocated by the Supplier to perform the Purchase Order. Such an audit or audits may focus, for instance, on the compliance of the Supplier and its subcontractors and suppliers with the contractual obligations concerning such scopes as quality (in the usual frame of supplier assessment, following a particular event as well as during the performance of the Purchase Order), company social responsibility or cybersecurity.

Such an audit or audits may, at the Buyer's option, be carried out either by the Buyer's internal audit structure or by an external firm which shall be subject to professional secrecy.

The Buyer shall notify the Supplier of its intent to carry out an audit, with at least a fourteen (14) Days' advance notice in writing. In any event, the Buyer shall inform the Supplier of the identity of the selected external audit firm.

The Supplier may refuse the audit notifying the Buyer thereof within seven (7) Days following receipt of the notification provided by the latter, when the audit is to be carried out by an external firm which is a competitor of the Supplier.

In that case, after consultation with the Supplier, the Buyer will notify the latter of the name of a new audit firm. If the Parties cannot agree on the proposed new audit firm, the Buyer may terminate the Purchase Order for default of the Supplier pursuant to Clause 27.1 (Termination) without prejudice to any claims for damages.

With regard to this audit, the Supplier undertakes to grant the auditors free access to its Site, cooperate fully with them and provide them with all the necessary information. The Supplier shall grant the designated auditors access to all its facilities, information and documents required for the proper conduct of the audit.

A copy or extract of the audit report will be given free of charge by the Buyer to the Supplier at the latter's request. It will be examined during a meeting of the Parties' main points of contact.

Should the audit highlight any non-compliance by the Supplier with its obligations, the latter shall implement the necessary remedial measures at its own expense forthwith.

If the Supplier fails to comply with its obligations stipulated in Clauses 30 (Export control and international sanctions), 34 (Combating corruption and influence peddling), 35 (Combating fraud) and Corporate Social Responsibility Commitments applicable to the Suppliers, the Buyer reserves the right to carry out additional audits, the cost of which shall be borne by the Supplier, in the form of a lump sum of three thousand Euros (EUR 3.000) per audit, in addition to the auditors' travel expenses. Said lump sum and travel expenses shall be the object of a dedicated invoice by the Buyer.

The implementation or non-implementation of the audit procedure will not release the Supplier in any way from complying with its contractual obligations.

CLAUSE 23. FOLLOW-UP – RETURN OF EXPERIENCE

23.1. For Purchase Orders with a duration of more than one (1) year, the Supplier undertakes to be part of a continuous improvement and competitiveness approach with the Buyer particularly where quality, occupational health

and safety, deadlines (supply, manufacture, delivery, etc.), prices, innovation and corporate social responsibility are concerned. The Purchase Order will specify the conditions for implementing this plan.

23.2. Upon written request of the Buyer, the Supplier shall draft a return of experience report after completion of the Purchase Order, or periodically for a long-term Purchase Order, with related reviews focusing on commercial, technical, quality, safety, occupational safety and innovation aspects. Among other things the report shall include (i) quantitative data, such as volumes actually sold, statistics on work done under guarantee concerning the Goods and/or Services object of the Purchase Order, and (ii) qualitative data, on possible improvements for the proper performance of a later purchase, including the drafting of its specification. If applicable, further information about the content of this document will be provided for in the Purchase Order.

CLAUSE 24. ASSIGNMENT - SUBCONTRACTING

24.1. The Purchase Order is concluded by the Buyer in consideration of the Supplier's entity (intuitu personae). Accordingly, the Supplier shall personally fulfil its contractual obligations. Therefore, it may not transfer or assign the Purchase Order or any part thereof to a third party without the prior written consent of the Buyer. Should the Supplier breach such provision, the Buyer may terminate the Purchase Order forthwith as per Clause 27.1 (Termination).

In the event of transfer of the Purchase Order through a merger, demerger or spin-off, and prior to any such operation, the Supplier shall notify the Buyer, who shall be entitled decide to terminate the Purchase Order. If the Buyer decides not to terminate the Purchase Order, the Supplier shall personally stand surety for the proper performance of the Purchase Order. When the Buyer agrees to such transfer or assignment of the Purchase Order, an amendment to the Purchase Order shall be issued.

Notwithstanding any Clause to the contrary, a direct or indirect change of control of the Supplier within the meaning of Article L. 233-3 of the French Commercial Code shall, prior to performance of the operation, be notified to the Buyer, who may decide to terminate the Purchase Order.

24.2. The Supplier may not subcontract all or part of the Purchase Order without the Buyer's prior written consent. If subcontracting is allowed by the Buyer, the Supplier shall remain fully liable for the proper performance of the Purchase Order.

24.3. The Buyer may assign all or part of the Purchase Order.

CLAUSE 25. SUSPENSION OF THE ORDER

25.1. The Buyer may for its convenience decide to suspend the performance of all or part of the Purchase Order by sending the Supplier written notice thereof taking effect ten (10) Days after receipt thereof by the Supplier. In the event that part of the Services and/or Goods have already been performed, the Supplier undertakes to keep such part of the Services and/or Goods and where appropriate store it at its cost and risk for a period not exceeding six (6) months. If the suspension lasts for more than six (6) months, the Parties shall consult each another to find a suitable solution or if applicable to decide to terminate the Purchase Order.

25.2. The Supplier must be given written notice of resumption of the performance of the Purchase Order.

CLAUSE 26. ARCHIVING TECHNICAL DOCUMENTS

Notwithstanding the application of regulatory requirements and unless otherwise specified in the Purchase Order, the Supplier undertake to archive, at its own expense, all documents, notably the reports, studies, plans, drawings, files, etc., on any medium whatsoever, relating to performance of the Purchase Order for a period of ten (10) years after the expiry date of the Purchase Order.

CLAUSE 27. TERMINATION

27.1. In the event of a failure by the Supplier to perform any of its obligations of the Purchase Order, whether in whole or on part (i) the Buyer may suspend the payment of any amount due until the Supplier has remedied its failure and (ii) the Purchase Order may be terminated as of right by the Buyer through registered letter with acknowledgement of receipt if the Supplier has not remedied such failure within fifteen (15) Days of being served notice to remedy, without prejudice to liquidated damages for delay and any damages which the Buyer may claim to the Supplier as a compensation for loss suffered by the Buyer, as well as the reimbursement of any down payment or advance payment paid by the Buyer.

27.2. In the absence of any Supplier's failure, the Buyer is entitled to terminate the Purchase Order at any time, in whole or in part, subject to giving the Supplier fifteen (15) Days' notice thereof by registered letter with acknowledgement of receipt in either of the two following cases (it is specified that as from receipt of the said letter, the Supplier shall not place any new purchase orders):

- a) in case of termination, non-renewal or suspension of the contract between the Buyer and its Customer. In such cases, the Supplier shall be entitled to payment for all the completed parts of the Purchase Order and the direct and irrevocably committed costs in connection with the Purchase Order at the date of termination, upon due substantiation of such costs, minus any down payments or advance payments already paid; or
- b) at the Buyer's discretion. In this case, the Supplier will be paid for the elements and costs provided for in Clause 27.2 (a) above and under the same conditions, and shall, in full and final settlement, be entitled to damages for a maximum amount of five per cent (5%) of the price of the remaining part of the Purchase Order to be performed.

27.3. In any event, in either of the cases of termination referred to in Clause 27.2, the Supplier shall not be entitled to any other indemnification than the one specifically stipulated therein.

CLAUSE 28. REVERSIBILITY

28.1. In the event of termination of the Purchase Order for any reason whatsoever, the Supplier undertakes to ensure Reversibility thereof as specified hereafter, to enable the Buyer to resume (or have resumed) supply of the Goods and/or provision of the Services in the best possible conditions by any third party of its choice.

28.2. Subject to any special procedures stated in the Purchase Order, the Reversibility operations include among others:

- a) the return of all documents and elements made available to the Supplier by the Buyer, as well as the Deliverables resulting from production of the Goods and/or provision of the Services; the Supplier undertakes that it shall not retain any copies on any medium whatsoever;
- b) the transmission, at no additional cost, of all the information necessary to the Buyer to enable it to prepare Reversibility, in particular the transmission of all plans, drawings, information, technical specifications, tools, diagrams, sketches, manuals, computer codes, moulds, etc., to the Buyer and/or the third party, as well as any other document used and/or developed by the Supplier in the context of the Purchase Order and/or necessary for the continuation of the performance of the Purchase Order (hereinafter the "**Documents**"). This information shall be assembled in a Reversibility file describing the respective tasks to be carried out by the Supplier on the one hand, and by the Buyer or the third parties on the other hand, to ensure Reversibility;
- c) the concession to the Buyer, for the period of validity of the intellectual property rights, of a non-exclusive and free right of use, with the right to sub-license to any third party as the Buyer may choose, on the Documents on the intellectual property attached to such Documents, held by the Supplier and which are necessary for the Buyer and/or the third party to continue performing the Purchase Order;
- d) the training, at no additional cost, of new teams responsible for ensuring continuation of the Goods and/or Services and, at the request of the Buyer, the training, on its premises, of a representative of the Buyer and/or a representative of the third party in order to complete the information thus transmitted by the Supplier;
- e) the Supplier's assistance, in parallel to the ongoing implementation of the Goods and/or Services, in order to allow the Buyer or the designated third party to acquire knowledge. This task consists in enabling the Buyer or the designated third party to familiarize itself with the Goods and Services in their latest known state, as well as the methods and tools used by the Supplier to perform the Purchase Order. The Supplier shall communicate all the information and characteristics required to resume the performance of the Purchase Order.

28.3. During implementation of Reversibility and up to the effective date of transfer of all the Goods and/or Services:

- a) performance of the Purchase Order proceeds, where applicable, and the Supplier undertakes to ensure the continuity of the Goods and/or Services in accordance with the terms and conditions of the Purchase Order;
- b) invoicing of the Goods and/or Services and the related payments continue until that date, as provided for in the Purchase Order;
- c) the Supplier undertakes to maintain the personnel needed for due performance of the Purchase Order for the duration of Reversibility operations, both in number and in quality;
- d) the Supplier will only be discharged from its obligations in respect of the Purchase Order after the signature by the Supplier and Buyer of a Reversibility acceptance report;
- e) should the Reversibility result from the termination of the Purchase Order due to Supplier's default, all the Reversibility operations, including assistance services, shall be at Supplier's costs.

CLAUSE 29. CONTINUITY OF SPARE PARTS

The Supplier shall warrant and justify that the spare parts of the Goods supplied under a Purchase Order are interchangeable and functionally compatible, and that the Goods for which the Supplier is responsible for development and qualification are continuously qualified.

If the Supplier is no longer able to supply the Buyer with the spare parts or any equivalent parts needed to keep the Goods in working order, it shall (i) inform the Buyer with a one year prior notice before the production is stopped, (ii) offer in priority the Buyer the spare parts in stock and (iii) diligently transfer to the Buyer, or to any third party designated by the latter, all the knowledge, expertise and rights needed to manufacture the spare parts.

This obligation remains in force for ten (10) years after the date of acceptance of the Goods specified in the Purchase Order.

CLAUSE 30. EXPORT CONTROL AND INTERNATIONAL SANCTIONS

30.1. **"Export Control Regulations"** shall mean all regulations and laws – including any amendment and new regulation or law – relating to export control and from countries of export or origin, as well as all decisions or restrictions taken by relevant jurisdictions in this respect, applicable in relation to the performance of the Purchase Order.

"International sanctions" shall mean all financial or commercial prohibition or restriction measures (including, but not limited to, all export or import prohibitions or restrictions and all measures with respect to transportation) – including any amendment or new measure – issued against a country, entity, individual or business segment, adopted by international organizations and/or States, and applicable in relation with the performance of the Purchase Order.

"Export Controlled Item(s)" shall mean all or part of the Goods, Results, Services, materials, technology, software or any other information provided by the Supplier that is or may be subject to Export Control Regulations and/or International Sanctions.

30.2. Each Party undertakes to observe and comply with all Export Control Regulations and all International Sanctions.

30.3. The Parties shall on no account communicate to third parties, transfer, export or reexport all or part of the Export Controlled Items in breach of Export Control Regulations and/or International Sanctions.

30.4. The Supplier undertakes to inform the Buyer via the Appendix **"Declaration regarding Export Restriction"** if all or part of the Export Controlled Items are subject or not to Export Control Regulations and, where applicable, shall indicate the applicable export or re-export restrictions or prohibitions. The Supplier represents and warrants that the information transmitted to the Buyer is complete and accurate, at the time of submission of the Appendix and of export or re-export if applicable.

When the Supplier must export all or part of the Export Controlled Items for the performance of the Purchase Order, it shall represent and warrant that (i) on the effective date of the Purchase Order it has the authorizations or licenses required under the Export Control Regulations of the countries of origin or export of such Goods or (ii) it shall make the necessary applications to obtain them within sufficient time for the proper performance of its obligations. To this end, the Buyer undertakes to send to the Supplier forthwith the documents and information requested by the Supplier, and in particular to sign or have its Customer(s) sign the end-use undertakings provided by the Supplier for that purpose.

30.5. The Supplier represents and warrants that (i) it is not subject to any sanction, nor held or controlled by a sanctioned party; (ii) within the framework of the Purchase Order, it has not concluded, nor will it conclude any transaction or contractual relationship which would involve a sanctioned party and/or a party from a sanctioned country and which would be in violation of International Sanctions; and (iii) none of the Export Controlled Items covered by the Purchase Order is subject to import or export restrictions or prohibitions. To this end, and in particular in order to verify the Supplier's situation with regard to the sanctions against Russia and Belarus, the Supplier shall return to the Buyer the completed and signed Appendix **"International Sanctions Compliance Questionnaire and Certificate"** within the period provided for the Purchase Order. The Supplier represents and warrants that the information sent to the Buyer is complete and accurate.

30.6. The Supplier undertakes to inform the Buyer in writing immediately (i) of any breach in its commitments as defined in this Clause, (ii) any change in the conditions described in Clauses 30.4 and 30.5 as soon as it is aware of it and (iii) any commercial suspension, investigation or civil or criminal conviction of which itself, the persons holding or controlling it or its affiliates are the subject due to non-compliance with the International Sanctions regime.

30.7. The Buyer reserves the right to implement Clause 22 (Audit) and to require from the Supplier inspection reports and certifications or any other document attesting to its compliance with the Export Control Regulations and International Sanctions.

30.8. The Purchase Order may be terminated by the Buyer for the Supplier's default without prejudice to any potential damages and interests under the terms of Clause 27.1 (Termination) if (i) due to the Supplier, the export authorizations or licenses in Clause 30.4 are not obtained within the allotted time or they are withdrawn, not renewed or invalidated; or (ii) the Supplier, any of the persons holding or controlling it or one of its subsidiaries is subject to an International Sanction.

30.9. The Supplier shall compensate and hold the Buyer harmless from any liability and harmful consequences resulting from the Supplier's failure to comply with any of the obligations in this Clause.

30.10. The Supplier undertakes, within the framework of the Purchase Order, to comply with, and ensure compliance by its personnel and its subcontractors and suppliers with, all the obligations in this Clause.

CLAUSE 31. CUSTOMS REGULATIONS – CERTIFICATION

31.1. As part of the requirements resulting from the customs certification of the Buyer as "Authorized Economic Operator" ("AEO"), the Supplier shall indicate whether it is AEO-certified or has any other equivalent status, and specify its certificate number.

31.2. Should the Supplier not be AEO-certified or have any other equivalent status, it undertakes to send the Buyer a duly completed safety declaration attached to the acknowledgement of receipt of the Purchase Order.

31.3. In all cases, for the purchase of materials, equipment, and machinery crossing a border outside the European Union, the Supplier shall indicate on the invoice the customs nomenclature, the origin of the delivered materials, equipment and machinery, and the applicable Incoterm.

31.4. If the Supplier fails to provide these documents, the Buyer may terminate the Purchase Order as of right at the expense of the Supplier without prejudice to any claims for damages under the terms of Clause 27.1 (Termination).

CLAUSE 32. LAWFUL EMPLOYMENT

32.1. In accordance with the regulatory requirements of the French Labor Code, at signature of the Purchase Order and at least every six (6) months, the Supplier shall provide the following documents, depending on whether or not it is based in France, drafted in French or accompanied by a French translation:

32.2. When the Supplier is based in France (Articles D. 8222-5, D. 8254-2 and D. 8254-4 of the French Labor Code), the Supplier shall submit the following documents:

32.2.1. A certificate issued within six (6) months evidencing that social declarations and social security contribution have been filed and social security contributions paid, in compliance with Article L. 243-15 of the French Social Security Code, issued by URSSAF (French administrative body responsible for collecting social security payments); the Buyer shall ascertain the authenticity thereof with URSSAF.

32.2.2. When its registration with a Trade & Companies Register or trade directory ("Répertoire des Métiers") is mandatory or if it is a regulated profession, one of the following documents:

- a) a copy of its certificate of incorporation ("L" or "extrait KBis" in French);
- b) an extract from the national register of companies as a company in the trades and crafts sector;
- c) a quotation, an advertising document or item of professional correspondence, provided it states the name or corporate designation, full address and registration number in the Trade & Companies Register or trade directory or on a professional list or order, of the reference of the approval issued by the competent authority;
- d) a receipt for filing a declaration with a "centre de formalités des entreprises" (one-stop shop for business formalities) for persons pending registration.

32.3. When the Supplier is based abroad (Articles D. 8222-7, D. 8254-3 and D. 8254-4 of the French Labor Code), the Supplier shall submit the following documents:

32.3.1. In all cases:

- a) a document stating its individual identification number assigned pursuant to Article 286b of the French general tax code; if the Supplier is not required to have such a number, a document stating its identity and address or, where applicable, the address of its ad hoc tax representative in France;
- b) a document certifying the legality of the Supplier's social security position with regard to Regulation (EC) No. 883/2004 of 29 April 2004, or an international social security convention and, when the legislation of the Supplier's country requires it, a document issued by a mandatory social security organization stating that the Supplier has filed its social contribution declarations and paid its social contributions, or an equivalent document

or, failing that, a certificate evidencing that social contribution declarations have been filed and social contributions paid, as required by Article L. 243-15 of the French Social Security Code.

32.3.2. When the Supplier is required to be registered with a professional or trade register in the country where it is based or domiciled, one of the following documents:

- a) a document issued by the authorities holding the trade register or an equivalent document attesting to such registration;
- b) a quotation, an advertising document or item of professional correspondence, provided it states the name or corporate designation, full address and registration number in the Trade & Companies Register or trades register;
- c) for companies pending incorporation, a document issued within six (6) months by an authority accredited to receive applications for registration in the professional or trade register, certifying that it has received the said application for registration on the said register.

32.3.3. Before a foreign-based Supplier assigns one or more employees to posts in France, it must provide the following documents (Articles L. 1262-2-1, L. 1262-4-1 and R. 1263-12 of the French Labor Code):

- a) a copy of the declaration of temporary assignment sent to the territorial unit of the regional directorate for enterprise, competition, consumption, work and employment, in accordance with the provisions of Articles R. 1263-3, R. 1263-4-1 and R. 1263-5 of the French Labor Code.
- b) a copy of the document naming the Supplier's representative in accordance with the provisions of Article R. 1263-2.1 of the French Labor Code.

32.4. Furthermore, whether based in France or abroad, a Supplier employing foreign employees shall also provide a nominal roll of foreign employees it employs, who are subject to work permits. This nominal roll, based on the personnel register, must specify for each employee: their name, date of recruitment, nationality, type and number of their work permit or equivalent document.

If these documents are not provided for to the Buyer, the Buyer may terminate the Purchase Order forthwith at Supplier's fault if Supplier fails to remedy such breach after ten (10) Days' written notice of the breach, without prejudice to any claims for damages under the terms of Clause 27.1 (Termination).

CLAUSE 33. MANAGEMENT OF PERSONAL DATA

33.1. Each Party undertakes to comply with all its legal and regulatory obligations under the legislation relating to the protection of Personal Data, in particular French law "Informatique et libertés" No. 78-17 of 6 January 1978, as amended, relating to information technology, databases and civil liberties, and Regulation (EU) No. 2016/679 of 27 April 2016 of the European Parliament and Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (hereinafter the "GDPR").

33.2. Where the content of the Purchase Order includes "personal data processing" operations by the Supplier on behalf of the Buyer and, based on the Buyer's instructions, as a "Processor" within the meaning of Article 28 of Regulation EU No. 2016/679, the Purchase Order shall include a supplement to this Clause complying with the GDPR requirements and an appendix describing the data and data processing concerned.

33.3. In this context, with respect to Personal data thereby transmitted, the Parties undertake to:

- take appropriate measures to safeguard them;
- use them only for the purposes specified in the paragraph above and make no other use of them;
- not transfer all or part of the Personal data transmitted outside the European Union or any country providing an adequate level of protection within the meaning of the GDPR, except to entities of their respective groups, with guarantees in accordance with GDPR requirements and subject to appropriate information from the other Party and the persons concerned;
- notify the other Party as soon as possible of any security breach concerning the Personal data transmitted by the latter;
- provide each other with assistance in response to any request from the natural persons concerned within the legal deadlines.

CLAUSE 34. COMBATING CORRUPTION AND INFLUENCE PEDDLING

34.1. The Supplier hereby represents that it has knowledge of:

- French legislation and regulation relating to illicit payments and more particularly against corruption, extortion, influence peddling, financing of terrorism, or money laundering, in particular the Criminal Code and the SAPIN II Law of 9 December 2016, and
- similar legislations and regulations applying to the Supplier and/or the Buyer in the event that all or part of the Purchase Order is performed outside France, in particular the laws transposing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (hereafter collectively referred to as “**Laws against illicit payments**”).

34.2. The Supplier represents and warrants that on the effective date of the Purchase Order itself and its personnel are in compliance with and undertake to comply with the Laws against illicit payments.

34.3. The Supplier represents and warrants to the Buyer that no sum (including, but not limited to, fees, commissions or any other unwarranted financial benefit), nor valuable (including, but not limited to, gifts, trips, meals or inappropriate entertainment) has been given or promised, nor will be, directly or indirectly to any employee, shareholder, manager or corporate officer of the Buyer or of an Affiliate with a view to securing the Purchase Order or expediting its performance.

34.4. The Supplier represents and warrants to the Buyer that none of its employees, shareholders, managers or corporate officers has a conflict of interest or is a public person with a vested interest in the Purchase Order.

34.5. The Supplier represents and warrants that it has, or undertakes to, put in place, at least for the entire duration of the Purchase Order, a compliance programme adapted to its activity and to the special risks to which it is exposed, to prevent practices or actions contravening Laws against illicit payments and to promote a culture of integrity within its organization. The Supplier undertakes to respond to any request for information from the Buyer on its programme and its implementation.

34.6. The Supplier undertakes to inform the Buyer forthwith, as of the effective date of the Purchase Order, of any event that may be at variance with the representations and warranties stated in this Clause.

34.7. Furthermore, in order to reasonably ensure due compliance with Laws against illicit payments and/or with the above representations, warranties and undertakings, the Supplier agrees, at the request of the Buyer and at any time during performance of the Purchase Order, to disclose its accounting records, registers and other documentation concerning its business activities with regard to the placing or performance of the Purchase Order to an independent accounting firm designated by the Buyer. This accounting firm will only provide the Buyer with any information concerning a possible breach of Laws against illicit payments or of the representations, warranties and undertakings stated in this Clause. The Buyer undertakes to bear all the costs of the requested audit, unless the report reveals a breach of Laws against illicit payments or of the above representations, warranties and undertakings, in which case the Supplier alone shall bear all the costs of such an audit.

34.8. Since the Buyer has entered the Purchase Order on the basis of the above representations, warranties and undertakings, it shall be entitled to terminate the Purchase Order simply by serving a written notice, without legal formalities or compensation for the Supplier if the Supplier fails to comply with the obligations in this Clause when entering into or performing the Purchase Order. The Buyer may then request from the Supplier reimbursement of any paid down payment or advance payments. In case of a failure by the Supplier to comply with the obligations in this Clause, the Supplier shall be liable without limitation for any form of damage or loss suffered by the Buyer or an Affiliate, including but not limited to loss of revenue, commercial loss, loss of expected profits or damage to brand image.

CLAUSE 35. COMBATING FRAUD

35.1. The Supplier represents that it sources its components from the original manufacturer or authorized distributor of the relevant Good with a view to ensuring the authenticity and traceability of the components.

35.2. The Supplier takes all the necessary measures to prevent and combat fraud, suspicious practices or counterfeiting with regard to the Purchase Order and more generally in connection with its activities or the activities it outsources as per Valserve's measures. The Supplier will be informed of any changes in this regard.

35.3. When the Buyer learns of cases of fraud, suspicious practices or counterfeiting committed in a company, it is entitled to ask the Supplier if it uses or has used the said company as a subcontractor for the Buyer's orders and the Supplier shall provide to the Buyer a list of the part numbers and orders concerned within twenty-four (24) hours.

35.4. When cases of fraud, suspicious practices or counterfeiting are detected in its own activities or in its subcontracting chain, the Supplier shall inform the Buyer and where appropriate the French Nuclear Safety Authority via the dedicated platform as soon as it becomes aware thereof, assess the extent of such practices (duration, volume, etc.) and their causes, and take all the corrective actions needed to prevent them from recurring. The Buyer, and where appropriate the French Nuclear Safety Authority, must be notified forthwith of the results of these assessments and the corrective actions taken by the Supplier.

35.5. If requested by the Buyer, the Supplier shall replace, at the earliest opportunity, the Good(s)/component(s) and/or Service(s)/Deliverable(s) marred by suspicious practice characterized by serious and consistent indications of acts constituting fraud or counterfeiting in order to bring them into compliance with the stipulations of the Purchase Order.

35.6. Due observance of the provisions of this Clause in no way dispenses the Supplier from due compliance with its contractual obligations and applicable law. In case of non-compliance by the Supplier of its obligations under this Clause, the Buyer may terminate the Purchase Order for the Supplier's default without prejudice to any potential claims for damages and interest under the terms of Clause 27.1 (Termination).

CLAUSE 36. INFORMATION SYSTEM SECURITY AND ACCESS

36.1. The Supplier represents that it is aware of and agree to comply with the laws in force relating to computer security, and in particular laws relating to system hacking, remaining in a system without authorization, deliberate interference with the operation of the system, and fraudulent data manipulation.

36.2. The Supplier also undertakes to comply for the whole duration of the Purchase Order with the applicable measures in the field of cybersecurity, that can be downloaded from the website <https://www.Valserve.com/en/about/be-a-Valserve-supplier/> ("**Applicable cybersecurity measures**"), specifically with regard to access to the Buyer's information system and measures relating to cybersecurity incidents (preventive and corrective measures to be taken, notification of such incidents, experience feedback). The Supplier will be informed of any change in this regard.

For any access to the Buyer's information system, the Supplier undertakes to comply, both for itself and for its personnel, with all the security conditions specific to the performance of the Purchase Order defined in the Applicable cybersecurity measures. The Supplier is only authorized by the Buyer to access the Buyer's information system for the performance of the Purchase Order.

A cybersecurity incident means any event resulting from an intentional or unintentional act or omission which damages or may damage an information system or the data that the system processes, stores or transmits, and which requires a response in order to limit its impact (a "**Cybersecurity Incident**").

More specifically, in the event of a Cybersecurity Incident, the Supplier shall alert the Valserve CERT at the address indicated in the Applicable cybersecurity measures, as well as the dedicated buyer as soon as it becomes aware of it and at the latest one (1) calendar day following the Cybersecurity Incident. Any Cybersecurity Incident notified to the Buyer shall specify at least: (i) the contact details of the Supplier's qualified IT contact person, (ii) indicators of compromise (email, exploitation of a network or other vulnerability, propagation vector) and (iii) any other information that could help the Supplier to investigate and remedy the incident (see other elements to be specified in the Applicable cybersecurity measures). Until the Cybersecurity Incident is resolved, the Supplier shall (i) take all appropriate and necessary measures without delay (see examples in the Applicable cybersecurity measures) and (ii) keep the Buyer's CERT informed in writing and on a regular basis of the resolution of the Cybersecurity Incident and of any relevant information in respect of the same any related information.

CLAUSE 37. GOVERNING LAW

The law applicable to the Purchase Order is French law, to the exclusion of any conflict-of-law rules incompatible with this choice of law. The Parties expressly waive the application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods.

CLAUSE 38. DISPUTE RESOLUTION

38.1. In the event of disputes concerning inter alia the validity, interpretation, and performance of the Purchase Order, the Parties shall seek to settle such dispute amicably. In the absence of an amicable settlement within thirty (30) Days of the notice served by a Party to the other Party, the dispute shall be exclusively referred to the jurisdiction of the courts of Nanterre (France), in accordance with the nature of the dispute, including in case of summary or emergency proceedings and other interim measures.

38.2. The performance of the Purchase Order shall continue with due diligence during negotiations on an amicable settlement of the dispute or during any proceedings, provided that performance of the disputed part of the Purchase Order may continue only if the Buyer so requests. No payment due from the Buyer to the Supplier will be withheld on the basis of ongoing proceedings or pending a decision, unless such a payment relates to or is the subject of such dispute.

CLAUSE 39. MISCELLANEOUS

39.1. If any of the Clauses in these GTCP or the Purchase Order become null and void, such nullity shall not affect the rest of the GTCP or of the Purchase Order, and the Parties agree to replace any voided Clause with a valid Clause having a purpose and economic effects as similar as possible to the voided Clause.

39.2. If a Party fails to require performance of any provision of the Purchase Order, such failure shall not be construed as a waiver to enforce its rights under all or part of such provision or any other right under the Purchase Order.

39.3. The limitation period for any claim between the Parties concerning the Purchase Order is ten (10) years.

39.4. Clauses 18 (Intellectual Property), 19 (Confidentiality), 21 (Liability – Insurance), 37 (Governing law), 38 (Dispute resolution) and 39 (Miscellaneous) of these GTCP will continue to apply after termination or expiry of the Purchase Order for any reason whatsoever.

