

1. GENERAL INFORMATION

The term "Purchaser" hereinafter refers to the entity that features in the header of the order form.

The term "Supply" designates the object of the Order, whether this is products, parts, raw materials, materials, equipment with or without assembly, and all other services, works, or renting defined in the order.

The term "Supplier" designates any legal or natural person who is contractually committing to providing the Purchaser with the designated Supply.

The Purchaser and the Supplier are hereinafter referred to individually as the "Party" and collectively as the "Parties".

The term "Order" designates the Order Form and any subsequent appendices.

2. APPLICABLE CONDITIONS

These General Purchasing Conditions apply to all Orders. In the case that Special Conditions have been negotiated between the Parties on the basis of the Supplier's General Terms and Conditions of Sale, the said Special Conditions then prevail over the General Purchasing Conditions.

The Order consists of these General Purchasing Conditions and all annexed documents, including the Special Conditions, which the Purchaser communicates to the Supplier in relation to the Supply that is the object of the said Order.

In the case of discrepancy or contradiction between the provisions of one or more contractual documents, the order of priority is that which is established in the Order or, failing that, the order of priority established above.

No documents issued by the Supplier, including those sent after the Order (delivery slip, invoice, etc.) can be considered to be contractual or applicable to the Order without the Buyer's express written acceptance.

If a framework agreement has been concluded between the Parties prior to the Order, the General Purchasing Conditions are intended to complete the existing framework agreement.

In the event that the ordered Supply involves the subcontracting of services or works, the Supplier is specifically required to refer to our General Subcontracting Conditions.

Any exemption from the General Purchasing Conditions will only be contractually valid if it results from the prior mutual agreement between the Parties, recorded in writing, and will only be applicable to the related order.

Any other clauses appearing on documents exchanged prior to the Order that are related to the Supply that is the subject of the said order are deemed to be null and void.

Any Order that the Purchaser places with the Supplier verbally, by email, by letter, or any other means of communication must be confirmed by a regular Purchase Order before they can be recognised as valid.

3. ACCEPTANCE OF THE ORDER

The hard copy of the Order must be expressly accepted by the Supplier with an acknowledgement of receipt of the signed order, which must be returned to the Purchaser within five (5) calendar days from the date indicated on the said Order.

In terms of Orders in a dematerialised format, if the Supplier completes the action "click on Approve by email", this implies that this Order is unreservedly accepted.

If the Order is not accepted within this period, it may be cancelled by the Purchaser without any obligation to provide justification or, where appropriate, treated as having been unreservedly accepted by the Supplier. The presentation and/or receipt of a partial payment and/or the start of performance by the Supplier also constitutes the unreserved acceptance of the Order under these Conditions.

Any Order accepted by the Supplier also implies acceptance of these General Purchasing Conditions, the Supplier waiving all rights to apply its own General Sales Conditions, even if they appear in its

acknowledgement of receipt or on any other document. If the Supplier accepts the Order with reservations, it must notify the Purchaser within five (5) days of the Order's reception in a separate written document mentioning the Order number, for the attention of the Issuer of the Order. In this case, the Purchaser will no longer be bound by the said Order unless it provides written confirmation of its acceptance of the said modifications.

The Supplier's acceptance of the Order represents the acknowledgement that it has received all the information from the Purchaser that is necessary for its correct execution. The Order is deemed to have been concluded at the Purchaser's Head Office.

4. EXECUTION OF THE ORDER

4.1. Type the order and modifications

The object of the Order (equipment, materials, products, associated services, ...) that comprises the Supply is defined in the body of the Order and its accompanying documents. All works are an integral part of the Supplier's obligations, even when they are not explicitly specified or described in the Order but may be required to obtain the Supply.

Any electronic document that is exchanged between the Parties must include elements for identifying its content.

The electronic contact details that each Party must use are specified.

The Parties agree that the electronic contact details are adequate for identifying the sender of the electronic documents and for authenticating their origin.

The Parties undertake to consider the electronic documents they exchange as original documents, fully and completely binding them.

Consequently, the Parties agree, on the one hand, to attribute a probative value to these electronic documents that are subject to compliance with contractual provisions and, on the other hand, to confer to these electronic documents the probative value that is granted by Law to hard copy documents.

Except in cases of default or duly established corruption, the Parties may not invoke the nullity or invalidity of their transactions on the basis that they have been performed via electronic or telecommunications systems.

The Purchaser reserves the right to make any modifications to the Order that it deems necessary, even during the execution. The Supplier, under penalty of foreclosure, subsequently has a period of ten (10) days from the Buyer's request to accept in writing the modification of the Order and to assess and inform the Buyer of the technical, economic, and scheduling consequences.

If there is no written response from the Supplier within 10 days, the Supplier is deemed to have accepted the modification, and all the other provisions of the Order remain unchanged.

Modifications should only be implemented after receiving the Purchaser's written confirmation.

4.2. Prices

Unless otherwise stipulated, prices are exclusive of tax, include packaging, are fixed, firm, non-revisable, and carriage paid; Supplies are delivered to the location designated in the Special Conditions or the Order.

In the event that a price is revisable, the Order provides a formula that specifies the basic values and/or indexes, with the application period not being able to exceed the contractual deadline.

Unless otherwise stipulated, the Order does not give rise to the payment of advances or partial payments.

The Supplier acknowledges that it is in possession of all elements that enable it to set the price. As a result, no evaluation errors or difficulties in executing the Order can be asserted to claim a price supplement or any compensation for these reasons.

The Parties jointly waive the application of article 1195 of the Civil Code.

4.3. Conditions of execution

Unless otherwise stipulated, the Order shall take effect on the signature date.

The Order comprises the stipulated object as well as everything that is directly or indirectly related to it (preparation, procedures, studies, documents, insurance, tests, commissioning, Purchaser and/or end-user information, guarantees) so that its execution is perfect and/or the supply is ready for use, with all the necessary or useful accessories, in accordance with its intended purpose and optimal use. The Supplier takes any useful measures to ensure that the Order is perfectly executed in all respects, without interruption, and inside the stipulated deadlines.

The Supplier is bound by a performance obligation within the framework of the Order's execution in terms of the Supply's conformity with the requirements defined in the Order, compliance with the best industry practices and the standards in force, as well as compliance with the Supply's delivery schedule.

The Supply must be completed in accordance with the best industry practices and the laws, regulations, and standards in force, and must be delivered in accordance with the Order's requirements and specifications.

As the Supplier is recognised as a specialist and professional in its field of activity, the Supplier is thus required to provide the Purchaser with any advice, information, or warning about any element related to the Supply, and must inform the Purchaser of any new features and/or the development of new techniques related to the Order.

In addition, the Purchaser reserves the right to examine the progress of execution at the premises of the Supplier or potential subcontractors, at any time, who must ensure the Purchaser or its representatives have free access to offices and workshops. The Supplier cannot invoke any delays that are normally required to implement the aforementioned right to examine as a justification for delays in the Order's execution. If in the view of the Purchaser, a delay in the contractual planning is likely to call into question the contractual deadline, the Purchaser will notify the Supplier by registered mail, who must take all necessary measures within 24 hours from the reception date of the Purchaser's letter.

The Supplier is formally prohibited from suspending its supplies, works, or any other performance of its contractual obligations in the event of a challenge or dispute for any other reason whatsoever.

The Supplier assumes the obligations and responsibilities imposed on it by these General Purchasing Conditions vis-à-vis the Purchaser without limitation, on its own behalf, and on that of its Subcontractors and Suppliers.

Within the limits of its Order, the Supplier accepts responsibility for any obligations that the Purchaser has towards its Customer, whereas concerning the Supplier, the Purchaser is entitled to exercise all the rights that its Customer has in relation to itself.

The Supplier shall be required to immediately notify the Purchaser of any changes that impact its legal, administrative, or professional status.

4.4. Documents to be provided by the Supplier

The Supplier is committed to providing the Purchaser, using the ENDEL Supplier documentary monitoring platform, with any documentation that is required by the legal provisions in force and all the information and documents necessary for preparing and performing all the Services, under penalty of termination as provided for in Article 10 of these General Purchasing Conditions, in particular:

4.4.1. the provision of the following documents at the conclusion of any Order greater than or equal to five thousand (5,000) euros, then every six (6) months until the performance of the Supply is completed, dated more recently than six (6) months, with a translation in French if applicable:

4.4.1.i) an attestation concerning the provision of social declarations and the payment of social security dues and contributions provided for in Article L. 243-15 of the Social Security Code, delivered by the social protection organisation responsible for the collection of membership fees and contributions (URSSAF or equivalent); If the Supplier is established outside France, a document from the host country organisation that manages the compulsory social security scheme stating that it is up to date with its social declarations and payments of related contributions.

4.4.1.ii) a copy of the excerpt of enrolment in the trade and companies register (K or Kbis excerpt), or the trades directory; If the Supplier is established outside France, any document certifying its registration delivered by the authorities that manage the professional register in the country of establishment.

4.4.1.iii) In the event that foreign workers are employed (non-EU, EEA, or Swiss nationals) who require work permits: a list of names, established from the official employee register, specifying each employee's date of hiring, nationality, and type and serial number of work permit; and

4.4.1.iv) When the Supplier is established or domiciled outside France:

- A sworn statement specifying the company name, signature, and contact details of its legal representative, certifying that the Supplier has paid any outstanding sums related to administrative fines;

- Acknowledgement of receipt of the posting declaration made on the Ministry of Labour's "SIPSI" tele-service in accordance with article R1263-3 of the Labour Code;

- A document for each posted employee attesting to the legality of their social situation in terms of Regulation (EC) No. 883/2004 of April 29, 2004

4.4.2 Provide the elements referenced in the Special Conditions and/or the Order to the Prime Contractor in good time, and in particular those relating to health, safety, and the environment, in application of the legal and regulatory provisions in force;

4.4.3. Provide full details of the personnel and equipment implemented for performing the Supply;

4.4.4. Inform the Purchaser of any significant change in its organisation;

4.4.5. Facilitate the management of off-site measures for the supply of equipment or materials;

4.4.6. Report on all the constraints concerning on-site organisation and the execution of the Supply,

4.4.7. Provide any observations which it deems appropriate in terms of the best industry practices, in particular on the design or execution studies that are provided, and at the Purchaser's request,

4.4.8. Provide proof of their professional qualification or classification relative to the Supply.

4.5. Deadlines

As the deadlines provided for in the Order are contractual, the Supplier is committed to taking any measures that are required to comply with them. Delivery can only be planned after the Purchaser's prior written agreement. In the case of Supplies for which the Supplier has anticipated a performance time greater than or equal to 8 (eight) weeks, the Supplier will update the Purchaser using a coherent and detailed schedule specifying the implementation stages that are significant in the contractual timetable.

Once the order is accepted, this constantly-updated document is required to be available at any time. The Purchaser reserves the right to postpone the start of the performance, to suspend it, or to postpone the delivery date, without compensation, as a result of any priorities and disruptions affecting the main Order imposed by a third party to the Purchaser. In this case, the contractual deadlines will be extended by an equivalent period.

As soon as the Supplier realises that delivery delays are foreseeable or even inevitable, it is required to notify the Purchaser; it is then up to the Purchaser to inform the Supplier of its decision to terminate the Order or not. In the event that the contractual deadline is exceeded or in the case of the Order's total or partial non-performance, the Purchaser reserves the right, (1) to refuse all or part of the Supply without the Supplier having recourse to any type of compensation, (2) or to ship it by the fastest means of transport with the related costs deducted from the total amount of the Order, (3) or to have the Order executed by a third party at the Supplier's expense and risk.

The insertion of a late penalty clause in the Special Conditions or the Order may not preclude the right of refusal stipulated above.

In the event of a delay for which the Supplier would like to invoke an exonerative event such as force majeure or even an event related to the Purchaser, the Supplier must notify the Purchaser in writing within 48 hours of this event, under penalty of foreclosure. In this case, the deadline may be modified by mutual agreement between the Parties, subject to the Purchaser's recognition of the force majeure nature of the said event.

4.6. Penalties

4.6.1. Penalties for the late performance of Supplies

The Supplier's failure to meet contractual deadlines automatically results in the application of late penalties. The Supplier has officially defaulted by the mere fact that the term has expired, without any other formality. The delay is calculated by simply comparing the dates indicated in the Order to the actual delivery dates. Even if the obligation has only been partially performed, the penalty is due in full. Unless stipulated otherwise in the Special Conditions or the Order, penalties are set at 1% of the total amount of the Order (excluding tax) per calendar day of delay, to compensate the Purchaser for any disruptions to the administrative management of the Order and/or the related company.

The application of penalties is independent of other direct or indirect damage resulting from the Supplier's delay which could be passed on to it, such as penalties or other financial consequences imposed upon the Purchaser by its Customer.

4.6.2. Penalties for the late transmission of documents

Any delays in providing Supplier documentation may be sanctioned by a penalty, the amount being set in the Special Conditions or the Order.

If not stipulated otherwise in the Special Conditions or the Order, the penalties relating to delays in providing documentation amount to 1% of the total amount of the Order, excluding tax, per calendar day of delay.

4.6.3. Penalties for safety, health, security, and environmental breaches

Any safety, health, security, and environmental breach may be sanctioned by a penalty, the amount being set in the Special Conditions or the Order.

If not stipulated otherwise in the Special Conditions or the Order, the penalties for a safety, health, security, and environmental breach amount to 1% of the total amount of the Order, excluding tax, per calendar day of delay.

4.6.4 Other penalties.

The other applicable penalties in the context of the Order are specified in the Special Conditions or the Order.

The payment of penalties does not release the Supplier from its contractual performance obligations and the payment of any potential damages.

4.7. Inspections and acceptance

Any Supply that is ordered may be subject to one or more workshop inspections or acceptance tests during and/or at the end of manufacturing, performed by the Purchaser, his authorised representative, and/or a representative of its Customer.

In the absence of a specific agreement, which in any case can only cover very specific testing, these operations will not lead to additional compensation for the Supplier, who is responsible for all the control and testing resources that are required.

The Purchaser's formal acceptance in no way discharges the Supplier's liability for any defect, error, or non-conformity that may not have been detected or reported during these operations.

4.8. Delivery

Shipments comply with the provisions of the Order and are performed at the Supplier's expense and risk to the address indicated by the Purchaser.

The fact that the Purchaser bears the transport costs does not transfer the risks to the latter.

In addition, the Supplier will submit documents that include: at least 2 copies of the delivery slip (minimum of 1 supplied with the goods, the second attached to the invoice, a packing list, etc.).

All deliveries must be accompanied by a delivery slip specifying:

The shipment date, the Order number, the business case reference, the type, the quantities, the net and gross weights, the type of packaging of the goods, and finally the full delivery address.

Within the meaning of this article, the Supply shall not be deemed to have been delivered until all the above documents, any other documents stipulated in the Order, and/or any other necessary documents have been delivered to the Purchaser. The Supply will only be deemed to be delivered when the Purchaser signs the delivery slip without noting any reservations.

The Purchaser's acceptance of the delivered Supply has no bearing on their compliance with all the Order's specifications and the best industry practices.

By express agreement, any goods refused by the Purchaser can be, at its discretion, (1) either recovered by the Supplier within 8 (eight) days from receiving formal notice from the Purchaser, at the Supplier's expense, risk, and peril; (2) or be immediately returned by the Purchaser, at the Supplier's expense, risk, and peril.

In the case of ex-works delivery, the Supply is loaded and secured on a vehicle or any other means of transport suitable for exposed material, prepared, and protected against any deterioration during transport. The Supplier undertakes to implement a packaging policy designed to minimise its environmental impact (carbon footprint) by choosing one or more of the following solutions:

(1) Limiting the use of blister packs to the strictly necessary, (2) Choosing ecological marking and labelling adapted to the product, (3) Using recycled/reusable paper and cardboard, (4)

Favouring packaging sourced from sustainably managed forests (FSC, PEFC),

The Supplier is committed to complying with Directive No. 94/62/UE concerning packaging, in particular the use of packaging containing a maximum of 100 ppm in total of the following substances: Cadmium, Lead, Mercury, and Hexavalent chromium.

The Supplier undertakes to take into consideration any changes to this directive that could be applicable on the Order date.

4.9. On-site Delivery Acceptance

Depending on the case, the Supply and any associated services may be subject to an on-site acceptance procedure specified in the Special Conditions or the Order.

Acceptance is pronounced after the Supplier's obligations are fully completed, at the location planned for the Order, and/or is pronounced when all the requirements of the acceptance procedure have been met.

The Supplier may not request partial acceptance from the Purchaser.

4.10. Documents, plans, manuals

When it is not specifically stipulated otherwise, the Supplier must provide the Purchaser with at least 2 copies of all plans, maintenance instructions, user manuals, and safety data that are required for the study, assembly, and correct operation of the devices and/or equipment comprising the Supply. Failure to submit the above documents, or any other documents stipulated in the Order, may result in penalties being applied and the suspension of payments.

5. GUARANTEE

This guarantee covers the Supplier's obligation to intervene at the location of final delivery at the Purchaser's request, immediately and at its own expense, to remedy any problems that are found and the consequences that may result. In case of doubt, the Supplier, who is presumed to be responsible, must remedy the problems as a priority and collect any evidence that may exonerate itself from its liability.

It can then address its potential claims to the Purchaser.

Supplies that are replaced or modified are covered by a new guarantee period of the same duration. In the event that the Supplier fails to act, the Purchaser reserves the right to perform the said compliance measures itself by any means it deems appropriate, at the Supplier's expense and risk, 8 (eight) days after sending formal notice by registered letter with

acknowledgement of receipt that has been completely or partially ineffective.

5.1. Contractual guarantee of the Supplies

The guarantee period begins at the qualitative acceptance date of the Supplies. Notwithstanding the legal guarantees and unless stipulated otherwise in the Special Conditions or the Order, the Supplier guarantees its Supplies for a minimum period of 24 months from the acceptance date or, if no acceptance is required, from the actual delivery date of the Supplies to the Purchaser. In the case of acceptance with reservations, the guarantee period begins from the date that the reservations are lifted.

This guarantee can under no circumstances preclude the guarantees of common law, in particular with regard to hidden defects and defective products.

During the guarantee period, constituent elements or raw materials that are faulty and are deemed to have an adverse effect on the use of the Supply are repaired, modified, or replaced free of charge as soon as possible or on the date requested by the Purchaser.

All transport costs relating to these rejects are the Supplier's responsibility. If the extent and type of defects that are observed denote a systematic kind of defect, the above provisions will apply to all the corresponding Supplies.

5.2. Specific guarantees

The specific guarantees binding the Supplier (including the guarantees relating to paint resistance, corrosion-resistance guarantees, performance guarantees linked to attaining certain values specified in the technical specifications, without this list being exhaustive) are specified in the Special Conditions and/or in the Order.

If all or part of the Supplies are repaired within the framework of the initial specific technical guarantees, a new guarantee will be issued, unless otherwise stipulated, for a minimum period of twelve (12) months from the date that the Purchaser recognises the repairs, reworking, corrections, or replacements that are completed under the terms of the guarantee.

5.3. Spare parts guarantee

The period over which the Supplier is required to provide spare parts (or any equivalent parts) that are required to maintain the Supplies in good condition is specified in the Special Conditions and/or in the Order.

The Price is deemed to include the cost of both these spare parts and their on-site delivery, or failing that, delivery to the premises designated by the Purchaser.

If the Supplier is incapable of providing these spare parts during the specified supply period, including when this is the cause of a court-supervised receivership or judicial liquidation proceeding, during the period of validity of the intellectual property rights and to the extent of its freely available rights, the Supplier is obliged to grant the Purchaser the free licences, with the right to sub-license, that are required to manufacture and use the spare parts that it cannot supply, so that the Supplier can exercise or have exercised the right to operate, modify or adapt. This obligation is established on the basis of the price the Purchaser pays to the Supplier for executing the Order.

If the Supplier intends to reduce or interrupt the supply of spare parts at the end of this period for any reason whatsoever, it shall inform the Purchaser within one year of the supplies reduction or effective interruption.

5.4. Guaranteed availability of spare parts

The period over which the Supplier is required to guarantee the availability of spare parts is specified in the Special Conditions and/or in the Order.

6. TRANSFER OF OWNERSHIP AND RISK

Ownership of the Supply is transferred to the Purchaser as supplies are delivered and at the latest upon acceptance of the Supplies in accordance with the terms of these General Purchasing Conditions, provided that the said Supply is compliant with the Order. No retention of title clause can be cited against the Purchaser.

The transfer of risk will become effective on the day the Order is paid in full.

7. INVOICING AND PAYMENT

Unless expressly stipulated otherwise, each Order must correspond to a single invoice. The Supplier is required to issue its invoice as soon as the Supply and any associated services have been completed and is expressly committed to doing so, these conditions constituting a request for invoicing as soon as the sale or service that is the subject of the Supply has been performed.

A single copy of this invoice must be sent to the location indicated in the Order.

It must list all the references in the order's header (particularly the Order number) as well as any element useful for its identification and must replicate the details provided on the delivery slips and the Order.

The invoice must meet the formal requirements provided for in article L 441-9 of the Commercial Code and, if necessary, those requested by the Purchaser.

It is recalled that under article 242 nine A of the CGI, the invoice's date of issue constitutes a mandatory legal notice and must therefore be exact and correspond to the actual date the invoice is dispatched to its recipient. In addition, an invoice that is sent late compared to the written date that it bears is a potential source of error and can therefore compromise its correct processing. Consequently, any invoice revealing a delay of more than 7 calendar days between the written date that it bears and the date on which it is received will be returned to the supplier for updating and will only be paid after receipt of the corrected invoice.

Failure to comply with these provisions results purely and simply in the invoice being returned to the Supplier. Only the complete performance, including the receipt of all these mandatory elements, results in eligibility for payment. Unless otherwise specified on the front of the order form, payment is made within 60 days net from the invoice's date of issue.

In the event of late payment, the applicable interest rate will be equal to three (3) times the legal interest rate. The flat-rate compensation for recovery costs is 40 euros. Payments of interest for any late payments will not be applicable if the non-payment is the result of a disputed invoice or partial payment request, a non-conformity of the Supply, a contractual breach of the Supplier, or a case of force majeure.

Payment for the transport of goods by road and for renting vehicles with or without drivers is made within 30 days net from the invoice's date of issue in accordance with the provisions of article L 441-11-II-5° of the Commercial Code.

However, if an inter-professional agreement is issued that is applicable to the Purchaser and allows it to set a payment period exceeding 60 days net, the said payment period will apply from the date of the decree's entry into force.

7.1. Holdback

Unless otherwise stipulated in the Special Conditions and/or in the Order, a holdback equal to 5% of the total amount of the Order will only be settled at the expiry of the guarantee period.

The Supplier is responsible for requesting this settlement.

8. CONTRACT UNITY

In the event that the contracting party fails to perform one of its obligations arising from these provisions, the Purchaser is authorised to consider that all of its debts and receivables related to this are based on a single contractual commitment.

Consequently, the Purchaser may notably offset its debts with its own claims on the contracting party.

9. LIABILITY INSURANCE

The Supplier assumes all the risks and expenses related to the Supply until its acceptance, as well as for equipment and individuals and including those delegated by the Purchaser, if appropriate. The Supplier is committed to taking out insurance that is adequate for covering the risks referred to above, as well as its civil liability.

The Supplier proves the existence of these insurance policies upon the Purchaser's simple request, at any time. Failure to provide proof

authorises the Purchaser to defer the payment of delivered invoices and/or to terminate the Order without compensation.

The Supplier is required to take out a "civil liability" insurance policy that covers all the risks inherent to its activity.

This policy will guarantee its liability for bodily and/or intangible, material and/or immaterial damage that its staff, rented assets, executed supplies or services could cause to third parties, including ourselves (as well as our agents) and this, both for the duration of the works and after their acceptance.

The Special Conditions and/or the Order may stipulate minimum guaranteed amounts which cannot be less than €5,000,000.

When the Supplier submits its offer, and at the latest before the Order enters into force, it shall provide a "civil liability" certificate, and a current "decennial civil liability" certificate (if appropriate) issued by a reputedly solvent insurance company, indicating the activities covered, the amounts guaranteed, and specifying that the payment of its premiums is up to date.

If the Purchaser fails to receive this certificate, it reserves the right to suspend all payment and/or to terminate the Order.

10. TERMINATION

In the event that the Supplier fails to fulfil its obligations, the Order may be terminated by the Purchaser in whole or in part, with the Supplier deemed exclusively responsible, 15 (fifteen) days after sending formal notice by registered letter with acknowledgement of receipt that has been completely or partially ineffective.

In this case, the Order is terminated after the Supply is completed by another Supplier at the expense and risk of the latter and chosen by the Purchaser, notwithstanding the penalties, contractual and legal damages, and additional expenses that the Purchaser incurs as a result of the Supply being completed by another Supplier.

The Order may also be terminated at the Purchaser's convenience without a breach of the Supplier's obligations.

In this case, the termination of the Order takes into account the Supplier's progress on the termination date and, if applicable, a reasonable termination indemnity following the presentation of any supporting documents, after the deduction of partial payments and previous payments.

The Purchaser reserves the right not to grant compensation if the Order is terminated following the termination of the contract linked to the Order, and that binds the Purchaser to its Customer.

The execution or the termination of the Order does not put an end to the obligations that persist by their very nature, in particular the guarantee, compliance with regulations, intellectual property, and confidentiality.

11. ETHICS-SUSTAINABLE DEVELOPMENT-SOCIAL RESPONSIBILITY

The Supplier acknowledges it is aware of the ALTRAD Group commitments in terms of ethics, environment and human right as they are specified in its reference documentation especially in its Business integrity and ethics code available on its website <http://www.altrad.com>. As this link may be modified without notice, the Supplier then refers to the corresponding section on the ALTRAD Corporate website or contacts the Purchaser in the event of difficulty. As such, it undertakes to respect these commitments and to ensure they are applied by any Subcontractors and Suppliers.

More specifically, the Supplier declares and guarantees the Purchaser that it shall comply with the international and national law standards that are applicable to the Order or to the contract referencing the General Purchasing Conditions (and that it has complied with these standards during the six years preceding the signature of the order or the contract referencing the General Purchasing Conditions) including any potential modifications during the term of the said Order or contract, relating to:

(i) fundamental human rights, in particular, the prohibition (a) of the use of child labour and any other form of forced or compulsory labour; (b) of any form of discrimination within its company or towards its suppliers or subcontractors;

(ii) embargoes, arms and narcotics trafficking, and terrorism;

(iii) trade, import, export, and customs licences;

(iv) the health and safety of personnel and third parties;

(v) work, immigration, the prohibition of illegal work;

(vi) environmental protection;

(vii) economic offences, including corruption, fraud, influence peddling (or equivalent offence under the national law that applies to the order or contract referencing the General Purchasing Conditions), fraud, theft, misuse of corporate funds, counterfeiting, forgery and the use of forgery, and any related offence

(viii) combating money laundering;

(ix) competition law.

In terms of the works that the Supplier performs or has performed, it respects and enforces the health and safety measures agreed with the Purchaser amongst its own suppliers and subcontractors as well as any third party involved in the said works.

With regard to its own activities, the Supplier is committed to actively collaborating and acting in such a way as to enable the Purchaser to comply with its own legal obligations in terms of duty of vigilance. In this respect, it notably collaborates in the implementation of the measures provided in the Vigilance Plan as previously mentioned (risk mapping, warning mechanism, and report collection ...) and immediately alerts the Customer of any serious breach or any element that could constitute a serious breach of the aforementioned standards in the context of its relationship with the Purchaser.

In terms of the environment, the Supplier is committed to complying with all the quality, prevention, and environmental management requirements of the ISO standards and any special requirements specified in the Order.

The Supplier is required to comply with and/or respond to any intervention and/or audit performed by the Quality, 3SE (Health, Safety, Security, and Environment), and Purchasing Departments.

The Supplier also undertakes to (iv) preserve the environment and reduce the negative impact that its company or its Subcontractors could have on the environment through either their products or manufacturing methods. Any infringement by the Supplier of the provisions of this clause constitutes a contractual breach that confers the Purchaser with the right to suspend and/or terminate the Order or the contract referencing the General Purchasing Conditions in the terms and under the conditions that are fixed in the Order or contract.

11.1. REACH regulation (Registration, Evaluation, Authorisation of Chemicals)

Under the European REACH directive which entered into force on June 1, 2007, companies and their subcontractors must use all possible means to prove that they do not market products containing chemicals that are dangerous for consumer health or the environment.

They thus undertake to immediately provide all supporting documents and related certificates, documents, or information.

11.2. Electrical waste - WEEE

The Supplier certifies and guarantees that the electrical equipment that it has supplied complies with its obligations under Decree No. 2005-829, applicable on the day of the sale, relating to the composition of electrical and electronic equipment and the elimination of waste resulting from this equipment.

Unless otherwise specified, the Supplier agrees to bear the responsibility, financing, and obligations related to the end-of-life of this electrical and electronic equipment, including its collection, recovery, recycling, and destruction at the premises of the Purchaser or any other of the Purchaser's end customers.

11.3. Asbestos - RCF

The Supplier certifies and guarantees that the materials and equipment that it has supplied comply with its obligations under Decree No. 96-1133 of December 24, 1996 (Amended by Decree No. 2001- 1316 of December

27, 2001, and Decree No. 2002-1528 of December 24, 2002) relating to the prohibition of asbestos, pursuant to the application of the labour code and the consumer code.

The use of RCF in projects, new applications, or modifications of existing applications is prohibited. When alternative technical solutions exist, the Supplier must not provide any material or equipment containing asbestos or RCF. If, however, the use of RCF is unavoidable, the Supplier must provide written certification that there is no technical alternative.

The Supplier thus undertakes not to supply materials or equipment containing asbestos or RCF. It also undertakes to immediately provide all related supporting documents and certification.

12. INDUSTRIAL PROPERTIES

The Supplier guarantees the Purchaser that no third-party rights have been violated during the execution of the Order. It thus undertakes to indemnify the Purchaser for any claim or action pursued by the beneficiary of an intellectual property right, to compensate the Purchaser for any costs and indemnities that it could be charged with for any reason whatsoever, and to do everything within its power to guarantee compliance with the commitments made to the Purchaser for the quiet enjoyment of the Supply deriving from the Order.

The Purchaser is thus guaranteed by the Supplier against any third-party action resulting from infringements of intellectual property rights relating to the deliverables, or Supplies, and is responsible, vis-à-vis the Purchaser, for any resulting damages, including the costs of legal assistance.

In addition, the Supplier undertakes to adapt any deliverables and Supplies that violate a third-party property right or to replace them with similar or equivalent deliverables and Supplies at its own expense. If this is impossible, the Purchaser may terminate the Order without prejudice to any damages which it may claim.

The Purchaser will have free use rights for all intellectual property rights relating to the Supplies, as follows: all intellectual property rights of deliverables produced for the Purchaser within the framework of the Order (including the right to reproduce and represent the deliverables on any given medium and as often as it wishes, or to modify them) are exclusively transferred to the Purchaser as they are produced, automatically and without formality, for the legal term that the rights are protected (without any limitations concerning printing, distribution, redistribution, or use) and this, worldwide. The price that the Parties have mutually defined includes this transfer of rights.

The Supplier agrees not to use the plans, drawings, technical documents, or computer files communicated by the Purchaser, or the tools owned by the Purchaser, to directly or indirectly perform other operations.

The Purchaser reserves the right to use the Supplier's documents, models, data, etc. in any case where this is required for the use of the Order's object and the supply of spare parts.

13. CONFIDENTIALITY

13.1 Any information of any kind whatsoever or its medium, oral or written, that the Purchaser transmits to the Supplier both before the Order date or after its conclusion, relating in particular to the Purchaser, its subsidiaries, their technology, their activity, including any constituent document of the Order or document delivered for this purpose that the Purchaser discloses to the Supplier when the Order is passed or during its execution, remains the exclusive property of the Purchaser. It will only be used by the Supplier in the framework of the Order, and who will return them to the Purchaser after the Order is completed. The Supplier is committed to ensuring this information remains strictly confidential, to uniquely provide it to employees who require it to complete the Order and who must treat it confidentially, and undertakes not to communicate it under any circumstances to third parties without obtaining the Purchaser's prior written consent.

The Supplier's use of this information is strictly limited to the purposes of fulfilling the Order. The Supplier undertakes to destroy all documents containing confidential information at the completion of the Order and to certify this destruction to the Purchaser in writing.

The obligations provided for in this article persist after the Order has expired or is terminated provided that the confidential information has not

fallen into the public domain, and this without any fault or negligence on the part of the Supplier or a third-party recipient of the information.

13.2 Activities subject to national defence secrecy or restricted distribution

If the Supplier becomes aware of information defined as sensitive or restricted according to the legislative and regulatory provisions related to the protection of national defence secrets, it undertakes to take all useful measures to ensure the protection of the information or classified media that it will be required to use and/or hold in the context of the Order.

The Supplier acknowledges it is familiar with the texts dealing with its obligations that result from the knowledge and/or the possession of classified Information or media covered by national defence secrecy, and more specifically:

- of the Defence Code;
- of the Penal Code, and in particular, its Articles 413-9 to 413-12;
- of the Decree of August 9, 2021, approving the general inter-ministerial instruction No. 1300 on the protection of national defence secrets.
- is familiar with Appendix 1 and paragraph §1.3.2 of the IGI 1300 in force.

The Supplier declares that it complies with its obligations resulting from the application of these provisions as well as those arising from all legislative and regulatory texts concerning the protection of national defence secrets.

The Supplier must hold valid authorisation at the required level in order to execute the Order. It takes all the measures that are necessary to comply with this obligation, in particular those relating to its renewal.

In the event that this authorisation is forfeited during the contract performance, it shall be automatically terminated by the Purchaser, in whole or in part, without compensation.

The Supplier acknowledges that all personnel working under its responsibility to perform the services, in any capacity whatsoever, have signed an individual declaration attesting that:

- they are familiar with articles 413-9 to 413-12 of the penal code.
- are familiar with Appendix 1 and paragraph §1.3.2 of the IGI 1300 in force.
- of the Decree of November 13, 2020, approving the general inter-ministerial instruction No. 1300 on the protection of national defence secrets.
- they do not know or possess information that is covered by national defence secrecy, under penalty of criminal prosecution.

Personnel participating in the production of the Supplies and who require knowledge of classified Information or media must first be authorised to the required level. The Supplier takes all the measures necessary to comply with this obligation, and in particular those relating to the renewal of their authorisations.

The Supplier ensures that the list of authorised personnel executing the Order is updated. It is communicated to the Purchaser at the first request.

The Supplier is committed to informing its authorised personnel of the secret nature of the services and of their obligation to ensure the confidentiality of any Information or classified media they may become aware of and/or have in their possession.

As such, the Supplier ensures that its authorised personnel sign the commitment of responsibility provided for in the aforementioned instruction.

The Supplier may become aware of information or media during the execution of the Order which, without being covered by national defence secrecy, bears the mention "limited distribution" thus meaning that it cannot be made public. The Supplier is committed to complying with the provisions of the aforementioned instruction for this information and media.

The Supplier undertakes not to subcontract any of the contract's classified services, except when this has been specifically authorised by the Purchaser in writing.

The Supplier undertakes to ensure that subcontracting companies comply with the provisions of this article.

The Supplier shall inform the Purchaser of the completion of the Order's classified services within one month. In the event of non-compliance with these provisions, the Supplier incurs a pecuniary penalty of 1,000 euros per calendar day of delay.

Any infringement or non-observance of the aforementioned provisions by the Supplier or its subcontractors, even in cases where this results from carelessness or negligence, may bring about the automatic termination of the contract, in whole or in part, without compensation, and the withdrawal of the Supplier's authorisation to access classified Information or media, without prejudice to the penalties provided for by the provisions of articles 413-9 to 413-12 of the Penal Code.

14. ASSIGNMENT - SUBCONTRACTING

The Order is in consideration of the Supplier's specific expertise and qualifications. The Supplier may not assign all or part of its rights and obligations specified in the Order to any third party without the Purchaser's prior written consent.

In all cases where the Supplier transfers profits resulting from the Order to third parties, all of the Purchaser's rights resulting from this Order, including the right to claim damages, will be enforceable against them. The Supplier remains, along with the third-party assignee, jointly and severally liable for the complete execution of the Order with regard to the Purchaser.

The Purchaser reserves the right to freely transfer or assign to a third party of its choice, all or part of the Contract as well as the rights and obligations relating thereto, subject to written notification addressed to the Supplier.

If the Supplier intends to outsource the performance of certain parts of the Order to one or more subcontractors, in accordance with the provisions of Article 3 of Law No. 75-1334 of December 31, 1975, the Supplier must first ensure that the Purchaser approves each subcontractor and agrees to the terms of payment for each subcontracting agreement.

If the Supplier resorts to subcontracting without the Purchaser's prior acceptance of the subcontractor(s) and approval of the terms of payment, the Order is liable to be terminated for fault. The same applies if the Supplier knowingly provides inaccurate information in support of its approval request(s).

The Supplier cannot subcontract the entire Order. Subcontracting is limited to rank 1 unless otherwise agreed by the Purchaser earlier in writing.

15. PROTECTION OF PERSONAL DATA

The Parties undertake, each as far as it is concerned, to comply with the obligations and requirements of Regulation 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data ("GDPR") of Law No. 78-17 relating to information technology, data and civil liberties, as amended, as well as any legislation or regulation relative to the protection of personal data that is applicable to processing performed in the framework of the Order.

As the Purchaser is likely to communicate the personal data of certain natural persons to the Supplier for one or other of these purposes, it undertakes to inform the said persons of this data transmission to the Supplier in accordance with the regulations in force. The natural person whose data is collected has a right of access, interrogation, rectification, erasure, limitation, and portability of their personal data under the conditions provided for by the regulations in force. They also have the right to oppose the processing of their personal data for legitimate reasons and the right to define any general and specific directives on the way they intend to exercise these rights after their death. To exercise these rights, they must send their request to the following address: ENDEL, DPM, 165 Bd de Valmy 92 700 Colombes, or to: dpm@altradendel.com. They can also register a complaint with the CNIL.

In the event that the subject of the Order involves the Supplier processing personal data on behalf, on the instruction, and under the authority of the Purchaser, the Parties will conclude a legal act governing this processing in accordance with article 28 of the GDPR.

16. RIGHTS RESERVED

All rights to reproduce the Purchaser's plans, models, documents, or advertising are strictly reserved.

17. LEASING SUPPLIES

In the event that Supplies are rented from the Supplier, the following provisions apply:

17.1. Condition of the supplies at provision

The Supplies and their accessories, including everything allowing their normal use, are provided to the Purchaser in correct working order, with an appearance and level of maintenance in accordance with the best industry practices, the regulations in force, and the contractual provisions.

The Purchaser is thereby entitled to refuse the Supplies when they are delivered if the Supplier does not provide the documents required by the regulations and all the necessary technical instructions.

A report must be drawn up and signed in the presence of both Parties when the Supplies are made available, at the Supplier's initiative.

If this report draws attention to the inability of the Supplies to perform their normal function, the said Supplies are considered to be non-compliant with the Order.

17.2. Transportation of supplies

Unless expressly stipulated otherwise in the Special Conditions or the Order, the Supplier takes responsibility for the transport of the Supplies, at its expense, on both the outward and inward routes.

17.3. Installation, assembly, and disassembly of supplies

Unless expressly stipulated otherwise in the Special Conditions or the Order, the installation, assembly, and disassembly of Supplies (when these operations are necessary) are performed by the Supplier under its responsibility. Expenses resulting from the installation, assembly, and disassembly of the Supplies are included in the price.

The Supplier declares that it has taken out an insurance policy covering its civil liability in this respect.

17.4. Daily verification of Supplies

Unless expressly stipulated otherwise in the Special Conditions or the Order, the daily verification of Supplies (when these operations are necessary) are performed by the Supplier under its responsibility. The expenses resulting from the daily verifications are included in the price.

17.5. Supplier's obligations to provide information, warning, and advice

The Supplier, as a specialist in his field of activity, is responsible for defining the Supplies it provides the Purchaser to meet the specified requirements.

In its role as a professional, the Supplier is required to provide the Purchaser with any advice, information, or warning about any element related to the Supply.

The Supplier undertakes to provide any document, user manual, or descriptive file requested by the Purchaser as well as any documents required by laws and regulations, at any time and within the deadlines specified by the latter. The supply of these documents is included in the price of the Supplies, and may be subject to late penalties in accordance with article 4.5 of these General Purchasing Conditions.

Moreover, the Supplier will inform the Purchaser of any changes in the regulations relating to the Supplies it provides.

17.6. Supplier obligations in the case of supplies rented with a driver

The Supplier provides proof of its personnel's qualifications and authorisations upon simple request from the Purchaser.

Without this being an exhaustive list, the Supplier is notably required to have a correct attitude and conduct, to respect the defined timetables, and to comply with the on-site health and safety instructions in force which it must be familiar with before any execution of the Order.

The Supplier's personnel are deemed to be qualified and must report and oppose any manoeuvre that is not compliant with the capacities of the Supplies or that presents any danger. The driver of the Supplies will be responsible for the blocking, chocking, and stabilisation of the Supplies in accordance with the best industry practices and the Supplies' safety instructions.

As such, the Supplies driver analyses, validates, or modifies, when appropriate:

- the loading zone for Supplies prior to the performance of the service;
- the measures for securing this loading zone.

Supplies rented with a driver are the full responsibility of the Supplier and its driver when they are driving on public roads.

The Supplier undertakes to immediately replace the driver in the event they are impaired. The rental is then suspended until a new driver is found. If the Supplier is unable to replace the driver of the vehicle, the Purchaser is entitled to terminate the Contract within 24 hours in accordance with these Conditions.

17.7. Inspections and maintenance of Supplies

The Supplier is committed to implementing, or to have implemented, the periodic inspections of the Supplies that are required by their applicable safety regulations.

The Supplier must be able to justify compliance with these obligations whenever this is requested by the Purchaser by presenting the maintenance book, the Supplies' safety report, as well as the certificates of conformity for their accessories.

The Supplier will perform the routine maintenance of the Supplies and will replace their wear parts when required.

The Supplier will be notified of any breakdown, defect, or non-conformity of the Supplies by any means and as soon as possible.

The Supplier will then be required to proceed with the necessary repairs and/or rectifications, at its own expense, within a maximum period of 24 hours from the Purchaser's notification date, the Contract being effectively suspended during the corresponding time.

If the Supplies have not been restored to good working order or conformity by the Supplier after this period has expired, it must provide the Purchaser with equivalent replacement Supplies, at the Supplier's expense.

Failing this, any costs, production losses, and in general all damages caused to the Purchaser as a result of the breakdown, defect, or non-conformity of the Supplies will be borne by the Supplier.

If the suspension exceeds 7 calendar days the Purchaser, if not at fault, will be entitled to terminate the Contract without compensation by sending a registered letter with acknowledgement of receipt.

17.8. Immobilisation of Supplies

If the Supplies are damaged and require repairs during the rental period, regardless of the cause, the rental will be extended by the period the Supplies are immobilised until they are fully repaired.

In this case, payment will be suspended for the period the Supplies are immobilised.

If the Purchaser cannot use the Supplies for climatic reasons that are duly recognised by an official or professional body, the Purchaser will benefit, from the first day of immobilization, from a reduction of 30% of the rental price in proportion to the period that the Supplies are immobilised due to bad weather. In the event that Supplies are immobilised with a driver, the driver's remuneration will not be borne by the Purchaser for the period of immobilisation.

17.9. Price of supplies

Unless expressly stipulated otherwise in the Special Conditions or in the Order, the prices are understood to be exclusive of tax, fixed and non-revisable, carriage paid, and in proportion to the time taken to provide the Purchaser with the Supply. Unless otherwise stipulated, the Order does not give rise to the payment of advances or partial payments. The

rental price includes, without this list being exhaustive, the cost of transporting the Supplies, the driving staff in the case of renting with a driver, the cost of installing, assembling, and disassembling the Supplies as well as any transitional movement and on-site transfers of the Supplies by the Supplier if required, normal maintenance of the Supplies, and repairs of the Supplies at the Supplier's expense.

Any upgrading of the Supplies at the Supplier's exclusive initiative must be subject to the Purchaser's prior agreement, and as a result, cannot justify a price increase.

17.10. Returning supplies

When the Order expires for any reason whatsoever, the Purchaser will arrange to return the Supplies at the end of the rental period in the same condition that it received them in when they were first made available.

In the case that the Supplier is responsible for transporting and/or dismantling the Supplies, these must be collected by the Supplier as rapidly as possible, and no later than 24 hours from this expiry date. After this period, the risks associated with the Supplies will be transferred to the Supplier.

A report must be drawn up and signed in the presence of both Parties.

The Supplier will bear the costs of disassembly as well as any transport of the Supplies required to return them.

17.11. Liability

The Purchaser cannot be held responsible for damages resulting from hidden defects in the hired Supplies or hidden wear and tear that renders the Supplies unsuitable for their intended use.

The Purchaser is not responsible for any event linked to a malfunction of the Supplies or a driving error by the Supplier's driver.

17.12. Insurance

The Supplier is committed to taking out insurance that is adequate for covering the risks referred to above, as well as its civil liability.

The Supplier will subscribe to a machinery breakdown insurance that includes a waiver of any recourse by the Supplier and its insurers against the Purchaser and its insurers for damages resulting from the latter's liability, the cost of which is deemed to be included in the price.

When the rented Supplies constitute a Motorised Land Vehicle (MLV) within the meaning of European Directive No. 72/166/EEC of April 24, 1972, and Article L. 110-1 of the Highway Code, the Supplier is required to have taken out a motor vehicle insurance policy in accordance with Articles L. 211-1, and following, of the Insurance Code. This policy covers damage to third parties caused by the rented Supplies when they are involved in a traffic accident.

The Supplier must present the insurance certificates at the Purchaser's request.

18. SURVIVAL OF CLAUSES

Termination or expiration has no effect on the existence and validity of the Parties' rights and obligations that are intended to remain in force beyond the Order's termination or expiration, the articles concerning Liability, Guarantees, Confidentiality, Intellectual Property, Applicable Law, and the Settlement of disputes.

19. APPLICABLE LAW - DISPUTE

The Order is governed by French law. The Vienna Convention of April 11, 1980, concerning contracts for the International Sales of Goods cannot be applied.

After the Parties have attempted to find an amicable solution, any dispute is subject to the competence of the courts with jurisdiction over the territory where the Purchaser's head office is located.

The Supplier may, however, be summoned by the Purchaser to appear before any court or arbitrating body for which the Purchaser is itself a party, for reasons related to the Supply.

20. DATA STORAGE

- 20.1. The Parties are responsible for archiving documents that are issued and received, notably for their own tax and accounting requirements.
- 20.2. The Subcontractor agrees to conserve the contractual documents and all documentation relating to the Order for a minimum period of 5 years from the expiration or termination of the Order. In the event that the Subcontractor is required to conserve documents for a longer period, this will be specified in the Special Conditions and/or in the Order. Documents must be conserved and archived by the Subcontractor on a reliable and durable medium that can be produced as proof if required by the Prime Contractor. The Prime Contractor must be able to access these documents as quickly as possible, at any time, by simply requesting the Subcontractor.