

## 1. GENERAL PROVISIONS

1.1. These general terms and conditions ("GTC") apply to all sales of hardware, software (embedded or not, excluding software that would be specifically developed for the Customer) as well as to all services (such as modifications to the Products and/or development of specific functionalities, training and maintenance of the Products) provided by the supplier ("the Supplier") (the "Products") to its customers (hereinafter individually, the "Customer").

For the purpose of interpreting these General Terms and Conditions, the term "Contract" means: (i) the contract signed by the Parties and resulting from the Supplier's commercial proposal (the " Offer"), or (ii) the order issued by the Customer and accepted by the Supplier and resulting from the Offer (the "Order").

These General Terms and Conditions constitute the sole agreement between the Supplier and its Client (hereinafter the "Parties"). The Client declares to have full knowledge and understanding of these General Terms and Conditions and acknowledges having accepted them without restriction or reservation, after having discussed and been able to negotiate them with the Supplier.

The customer acknowledges having received the necessary advice and information to ensure the suitability of the products for their needs. Any order placed by the customer (the "Order") or any acceptance of a sales offer issued by the supplier implies unreserved acceptance of these General Terms and Conditions of Sale and the customer's waiver of any right to rely on their own general terms and conditions of purchase or to invoke any provision contrary to these terms. These General Terms and Conditions of Sale may be modified or supplemented by specific written conditions, previously agreed upon by the parties.

The Supplier expressly declares that, in the absence of express information from it (i) the absence of reservations on the Order cannot be inferred from its inaction or silence, (ii) the Supplier rejects any clause tending to the application of the Customer's general terms and conditions of purchase in priority over the General Terms and Conditions of Sale, and (iv) the Supplier rejects any clause emanating from the Customer and providing for the waiver, express or implied, of the General Terms and Conditions of Sale or the acceptance by the Supplier of the Customer's general terms and conditions of purchase.

1.2. The contractual documents applicable to the Contract consist of the following documents, it being understood that in the event of a contradiction between these documents, they shall be interpreted in the following order of precedence: (a) the special stipulations mentioned in the Contract, it being understood that when the Contract is formed by a purchase order issued by the Client and accepted by the Supplier, the special stipulations mentioned on the acceptance form issued by the Supplier shall prevail over the special stipulations mentioned on the purchase order issued by the Client; (b) the Offer; (c) these General Terms and Conditions.

In addition to the rights and restrictions imposed by these terms, any other indications or restrictions contained in the Product's instructions for use or product recommendations govern the use of the Product and are incorporated herein by reference.

1.3. The Offer issued by the Supplier has a validity period limited to thirty (30) calendar days from its date of issue if no contract or order has been signed by that date.

## 2. ENTRY INTO FORCE

2.1. Any Contract signed between the Parties shall enter into force on the date on which all of the following conditions are met:

- a) receipt by the Supplier of the written confirmation of the Order;
- b) if applicable, receipt by the Supplier of the deposit in accordance with Article 8.2 of these General Terms and Conditions; and
- (c) if applicable, notification of the opening of the irrevocable letter of credit and its confirmation by the Supplier's bank, if applicable; and
- d) the transmission of information and documents necessary for the execution of the Orders.
- e) obtaining any required approval from the relevant government authorities for the Client's performance of the Contract, if necessary.

2.2. If the Contract does not become effective within forty-five (45) days following the date of signature of the Contract, the Supplier shall be entitled to renegotiate the terms and conditions of the Contract (including but not limited to price, availability of resources, schedule, etc. ).  
If the conditions mentioned above are not met within five (5) months from the date of conclusion of the Contract, the Contract will automatically be considered null and void.

### 3. OFFERS AND ORDERS

3.1. Offers are valid for a period of thirty (30) calendar days from the date of their communication to the Client. They shall not bind the Supplier until a contract has been formed or the Supplier has accepted the Order incorporating their terms.

The illustrations, descriptions, or drawings appearing on all documents of the Offer are for illustrative purposes only. The capacities, yields, performance, dimensions, weights, and other specifications appearing on these documents are binding on the Supplier only if the Acknowledgement of Receipt signed by the Supplier expressly refers to them.

3.2. The Supplier is authorized, even after Order confirmation, to make technical changes and improvements to its Products, provided that they do not affect their performance and do not change their price.

The Offer may also be revised or updated if the planned schedule is delayed for reasons not attributable to the Supplier.

3.3. User manuals as well as installation and connection plans are provided to the Customer to the exclusion of any execution plan or drawing.

The projects, quotes and/or plans produced by the Supplier are binding only on the express condition that the Supplier is in charge of the work.

3.4. Orders placed, once accepted by the Supplier, are firm and non-cancellable. All Orders must be submitted in writing by the Client; they only become final after written acceptance by the Supplier to the Client by sending an Order Acknowledgement and full receipt of the deposit.

Order cancellations accepted by the Supplier will result in billing for work and supplies completed up to the date of the cancellation request, as well as all other costs incurred, plus fifteen percent (15%) to take into account the general and commercial costs incurred by the Supplier.

3.5. When authorizations or formalities, in particular import or exchange control, are required for importation into the country of delivery or for payment of the Products, obtaining or completing them in a timely manner is the responsibility of the Customer, who must nevertheless inform the Supplier no later than the date of the Order.

3.6. The Supplier declines all responsibility in the event that the Customer claims conformity to standards or technical specifications which have not been the subject of written agreement by the Supplier before the Order.

In the event of requests or additional information issued subsequently by the Client, or any change in parameters which may directly or indirectly influence the content of the Order, the Supplier may, as of right: (i) revise the Contract or, (ii) decide to terminate it unilaterally in the event of impossibility of overcoming the new constraints, and this without prejudice to the Supplier's rights to the recovery of sums corresponding to expenses already incurred.

### 4. CUSTOMER OBLIGATIONS

**4.1. Provision of Information and Resources.** The Client agrees to provide the Supplier with all documents and information necessary to assess the Client's needs and ensure the development and/or delivery of the Products. The Supplier is entitled to rely, without further verification, on this information, data, drawings, plans, documents, authorizations, approvals, and instructions, and shall not be liable for any errors arising therefrom.

The Client shall appoint a single point of contact with the necessary skills, experience and authority to, in particular, express its needs precisely and clearly so that they can be taken into consideration by the Supplier, ensure that any ambiguity or imprecision relating to the information communicated by the Client is lifted or clarified by the Client without delay, allocate sufficient and competent resources in a timely manner to meet the Supplier's needs and carry out the validations and approvals incumbent upon the Client within the given timeframes.

The Client also acknowledges, in his capacity as a professional with the necessary skills and resources, that he assumes responsibility for his choices regarding the Products, according to his capabilities and needs.

**4.2. Licenses and Authorizations.** The Client shall be responsible, at its own expense, for applying for, obtaining, and maintaining all licenses, permits, and authorizations necessary for the performance of the Contract. The Client shall provide reasonable assistance to the Supplier in obtaining any work permits, visas, and other documents required by the Supplier, at no cost to the Supplier.

The Client shall obtain, at no additional cost to the Supplier, all necessary import authorizations from the competent customs authorities.

**4.3. Access.** For services performed on the Client's Site, the latter undertakes to allow the Supplier and its subcontractors to access the Site, to provide all access authorizations, the Site regulations, and to inform the Supplier of all resulting obligations.

The Client shall provide, at no cost to the Supplier, all facilities and services (including offices, amenities, water, electricity, telephone) as well as all materials, tools and equipment (other than those supplied by the Supplier as defined in the Contract) necessary for the performance of the services or the delivery of the Products, and the related documentation.

**4.4. Document Approvals.** Drawings and all other documents submitted by the Supplier to the Client for approval must be approved by the Client within seven (7) calendar days of their submission by the Supplier. If the Client does not expressly approve, reject, or provide reasoned reservations regarding these drawings and/or documents, approval will be deemed granted.

## 5. DELIVERY - ACCEPTANCE

### 5.1. Delivery

Delivery dates are calculated from the effective date of the Contract.

The Supplier reserves the right to make partial deliveries - and invoices.

A delivery can only take place if the Customer is up to date with their obligations to the Supplier.

When delivery, unloading, customs clearance, or installation is delayed or refused for reasons beyond the Supplier's control, the Product will be handled, stored, and, if applicable, insured at the Customer's expense and risk. The date of storage will be considered the delivery date, and these events will have no impact on contractual payment deadlines.

Unless expressly stipulated otherwise in writing, delivery times are provided for informational purposes only, without guarantee, and are subject to availability and manufacturing capabilities. It is expressly agreed that any delay in delivery shall not entitle the customer to cancel the order, withhold payment, or claim compensation of any kind. Under no circumstances shall delays in delivery give rise to damages, late penalties, or order cancellation.

The Supplier will inform the Customer as soon as possible of any cases and events resulting in a delay beyond the delivery date provided for informational purposes.

If the Customer fails to take delivery of the Products on the agreed date and at the agreed delivery point, the Supplier will invoice the Customer for the Products on the agreed delivery date and will be able to invoice all related storage costs for the Products up to the date the Customer takes delivery of the Products.

If the Products are subject to export restrictions (legal, administrative or contractual), their delivery will be conditional upon the Supplier receiving (i) the end-use declaration to be issued by the Customer and (ii) obtaining the export license.

## 5.2. Transport and packaging

Unless otherwise instructed by the Customer, packaging, depending on transport conditions, will be carried out to the best of the Customer's ability, at their own expense and risk. Packaging costs are invoiced to the Customer and are non-returnable by the Supplier.

It is the Client's responsibility, at their own expense, to make any declaration of value or any declaration of special interest upon delivery to the carrier and/or to take out insurance against risks of loss or damage during transport.

## 5.3. Transfer of risks

Unless otherwise stipulated in the written acceptance of the Order and notwithstanding the retention of title stipulated in Article 10, delivery is deemed to have taken place, and the risks relating to the Products (including the risks of loss or destruction) pass to the Customer upon departure from the Factory or, for sales outside France, in accordance with the Incoterm "FCA Supplier's Factory" (ICC Incoterm® 2020), even in the case where the shipment is made by the Supplier on behalf of the Customer.

All risks of loss or damage to the Products not covered by the Incoterm® are transferred to the customer upon provisional acceptance of the Products.

The Customer shall take out specific ad valorem insurance to cover any loss, damage and loss which may be caused to and by the Products from the time of delivery, and, if applicable, until completion of installation, and for the entire period during which the retention of title clause shall be applicable.

## 5.4. Logistics penalty for late delivery and summary agreement

In accordance with the provisions of Article L. 441-3 of the Commercial Code, the parties agree to the following terms regarding logistical penalties and the formalization of reciprocal obligations within the framework of the summary agreement and the logistical agreement.

The summary agreement, concluded in accordance with Article L. 441-3 of the Commercial Code, formalizes the general obligations of the parties, including the terms of sale, price reductions and the methods for fixing the agreed price.

In accordance with Articles **L.441-17 to L.441-19 of the French Commercial Code**, logistical penalties must comply with the following conditions:

- They cannot exceed 0.1% per week of delay with a maximum of **two percent (2%) of the value of the products in delay**.
- They cannot be applied automatically or be subject to **automatic deductions**.
- The Client must **prove the breach and the damage suffered**.
- The Supplier must have **two months to contest** the penalty.
- No penalty can be applied for events that occurred more than one year ago.

Logistics penalties may only be applied in cases resulting in a stock shortage documented by the client. By way of exception, they may also be imposed in other cases if the client demonstrates and notifies in writing the existence of specific damages. Automatic deduction of penalties is prohibited, and the supplier or carrier has 30 days to verify and, if necessary, contest the claims.

In the event of an exceptional crisis severely affecting supply chains, the application of logistics penalties may be suspended by decree for a maximum period of six months, renewable.

The parties undertake to comply with the transparency obligations stipulated by applicable regulations, in particular by reporting the penalties applied annually to the competent authorities.

This clause is independent of any other contractual provision and shall not result in the automatic termination of the summary agreement or the logistics agreement in the event of termination or expiry of either.

## 6. RECEPTION

Except for legal obligations regarding hidden defects, if the Products are damaged, incomplete, or not in conformity with delivery, the Supplier shall not be liable unless the Customer has notified the Supplier within six (6) working days of the date of delivery of the Products.

The acceptance report must be duly signed by a representative duly authorized for this purpose by each Party. The report records that acceptance has taken place, that it is accepted without reservations, with reservations, or that the Client refuses acceptance. Unconditional acceptance of the Products upon delivery within the aforementioned timeframe constitutes a waiver of any subsequent claim by the Client.

In the event of defects that do not impede the operation of the Products, the Customer may not refuse to accept delivery. The Customer may not refuse to receive the Products, even in the case of partial delivery or apparent defects.

In the absence of reservations expressly formulated in writing within the aforementioned period, the Products will be deemed to be compliant and to have been accepted without reservation by the Client.

When delivery by the Supplier includes transport of the Products, upon delivery by the carrier, the Customer must carefully inspect the Products. It is the Customer's responsibility to make all observations and reservations to the carrier, which must be dated, at the time of delivery, particularly in the event of loss or damage during transport, on all copies of the delivery notes. In accordance with Article L.133.3 of the French Commercial Code, these reservations must be confirmed within three (3) days by registered letter with acknowledgment of receipt to the carrier whose name appears on the transport document. The Customer must send a copy to the Supplier within five (5) days of receiving the Products, otherwise the Customer's claim against the Supplier will be forfeited.

Incomplete, insignificant, or unclear reservations are not acceptable. Thus, and without being exhaustive, the phrases "subject to unpacking" or "subject to breakage" have no value.

In the event of serious defects being found, the Supplier will intervene within a maximum period of sixty (60) days.

The Supplier is only obligated to replace non-conforming Products, to the exclusion of any additional compensation.

It is the Client's responsibility to provide all evidence of any anomalies or defects observed and to allow the Supplier to conduct a joint expert assessment. The Client must grant the Supplier every opportunity to verify these defects and to remedy them. The Client must refrain from taking any action themselves or involving a third party.

Product returns will only be accepted with the Supplier's prior written consent. Products must be returned to the Supplier's premises at the Customer's sole expense and risk. They must be returned in perfect condition, in their original packaging and condition, and must not have been disassembled or used.

The Supplier's liability, for all causes combined, is limited to the **total amount excluding taxes of the sums actually paid by the Client under the contract**, or to **two hundred thousand euros (€200,000)**, whichever is higher.

This limitation does not apply in the following cases:

- **Gross or intentional misconduct** by the Supplier;
- **Harm to physical integrity** (bodily injury);
- **Violation of intellectual property rights** (counterfeiting);

- **Breach of personal data** or legal obligations regarding cybersecurity;
- **Failure to comply with an essential obligation** of the contract, within the meaning of Article 1170 of the Civil Code, when the clause would render this obligation meaningless.

## 7. AFTER-SALES SERVICE

The Supplier undertakes to provide the Client, upon request and at the applicable rates and price lists, with all replacement parts, components, or units for the Products, subject to any cessation of production by the Supplier or one of its subcontractors. The Supplier may also, at the Client's request, provide assistance for a fee set by the Supplier according to its established price list. Failure to pay said fee within thirty (30) calendar days of the intervention will automatically and without compensation to the Client result in the termination of the Supplier's after-sales service obligations.

## 8. FINANCIAL CONDITIONS

### 8.1. Price

The Products are supplied at the Supplier's prices in effect on the date the Order is placed or, where applicable, on the date of its Offer. The prices apply only to the Products referred to in the contractual documents mentioned in Article 1.2.

For sales involving successive deliveries, prices may be increased based on economic conditions (raw material costs, labor costs) on the delivery date. A price revision formula may be attached to either the quotation or the order acknowledgment.

For other sales, prices are stipulated as firm provided that (i) the validity period of the Offer is not exceeded by the Customer; or (ii) delivery is not delayed by the Customer.

Unless otherwise stipulated, prices are established for delivery according to the Incoterm® defined in article 5.3. Packaging is the responsibility of the Customer and is not returnable to the Supplier. It is invoiced separately.

Accommodation and travel expenses outside the region of the Supplier's head office are charged separately.

The Supplier reserves the right to propose a new price offer in the event of changes to the specifications.

Unless otherwise agreed, prices are quoted in euros, excluding taxes and duties of any kind, with VAT applicable on the day of invoicing being added on top.

Unless otherwise stipulated in the applicable Incoterm®, all taxes, duties, fees, customs duties, withholding taxes, and contributions of any kind whatsoever, whether existing or future, payable in France and related to the performance of the Contract, shall be borne and paid by the Supplier. Unless otherwise stipulated in the applicable Incoterm®, all other taxes, duties, fees, customs duties, withholding taxes, and contributions of any kind whatsoever, whether existing or future, payable outside France and related to the performance of the Contract, shall be borne and paid by the Client.

All prices, as well as all sums payable to the Supplier under this Agreement, are exclusive of any taxes, levies, duties, fees, charges, or withholdings of any kind that may be collected or withheld in connection with this Agreement, the Supplier's subcontractors, and their respective employees. These taxes will be borne by the Client in addition to the price. The Client must pay these taxes directly to the relevant authorities. Should the Supplier be required to pay them, the Client must reimburse the Supplier within thirty (30) calendar days of receiving proof of payment. Any tax adjustment, fine, or penalty for late payment resulting from incorrect information provided by the Client must be reimbursed by the Client within thirty (30) calendar days of receiving proof of payment.

## 8.2. Payment

8.2.a. Unless otherwise stipulated, a deposit of thirty percent (30%) of the total price is due and payable when placing the Order, the balance of the Products being invoiced upon delivery.

8.2.b. In accordance with the provisions of the **Law on the Modernization of the Economy (LME) No. 2008-776 of August 4, 2008**, now codified in Articles **L441-10** and **D441-5** of the Commercial Code: Invoices are payable within a maximum period of **thirty (30) days from the date of receipt of the goods**. In the event of late payment, **late payment penalties** will be due as of right, calculated on the basis of the **key interest rate of the European Central Bank (ECB) plus ten (10) points**. A **fixed recovery fee of forty (40) euros** will also be due, in accordance with Article **D441-5** of the Commercial Code.

Unless otherwise stipulated in the Contract, payments must be made exclusively by bank transfer.

Cash payment may still be required in the absence of guarantees accepted by the Supplier or in the event of a deterioration in the Client's financial situation. Depending on the risks involved, the Supplier reserves the right, at any time, to set an overdraft limit for each Client and consequently to adjust its payment terms, request guarantees, and/or suspend or cancel pending Orders.

For certain export customers, the Supplier may require either cash payment before delivery, or the establishment of a documentary credit or other irrevocable guarantee confirmed by a bank approved by the Supplier.

In the event that the Supplier issues a deposit guarantee, this will be automatically released upon delivery.

8.2.c. Compliance with payment dates and deadlines is an essential condition of the Contract. The expiry of the payment term constitutes formal notice of default. In accordance with the provisions of Article L.441-6 of the French Commercial Code, late payment interest is due if payment is not received by the day following the payment date indicated on the invoice, without prejudice to any other rights and remedies provided for in the General Terms and Conditions of Sale. The interest rate will be the interest rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points. In accordance with Article 121-II of Law No. 2012-387 of March 22, 2012, in the event of late payment, a fixed penalty of at least €40 will be applied for recovery costs.

The Supplier shall also be entitled to suspend performance of the Contract, including withholding future deliveries until defaulted payments are made, it being understood that the Customer shall indemnify and reimburse the Supplier for all possible storage costs plus any additional insurance.

If the event triggering payment is delayed for more than thirty (30) calendar days for a reason beyond the Supplier's control, and unless otherwise stipulated in the Contract, the Supplier shall have the right to issue the corresponding invoice, which the Client shall pay within thirty (30) calendar days. The Supplier shall fulfill its corresponding obligation as soon as the delayed event occurs.

## 9. PRODUCT RECOMMENDATIONS

9.1. The Customer expressly declares that they have read and agree to comply with the recommendations provided by the Supplier for the use, storage, maintenance, and preservation of the Products, and in particular those set forth in the product sheets, instructions, or recommendations. It is the Customer's responsibility to ensure compliance with these recommendations, and the Supplier disclaims all liability for any use of Products that contravenes said recommendations.

9.2. Unless otherwise specifically agreed, the Products are installed by the Customer and under their sole responsibility.

9.3. The Supplier reserves the right, at any time and without notice, to make any modifications to the Products that it deems necessary, in particular related to technical developments.

## 10. RETENTION OF TITLE

10.1. IN APPLICATION OF THE PROVISIONS OF ARTICLES 2367 ET SEQ. OF THE CIVIL CODE, THE PRODUCTS REMAIN THE WHOLE AND EXCLUSIVE PROPERTY OF THE SUPPLIER UNTIL PAYMENT OF ALL SUMS DUE TO HIM, IN PRINCIPAL, ACCIDENTAL CHARGES AND INTEREST.

THEREFORE, THE SUPPLIER RESERVES THE RIGHT TO RECLAIM FROM THE CUSTOMER FULL OWNERSHIP OF PRODUCTS SOLD AND NOT YET PAID FOR, WITHOUT MODIFYING THE CUSTOMER'S RESPONSIBILITIES, WHO MUST BEAR THE CHARGES AND INSURANCE OF THE PRODUCTS FROM THE MOMENT OF DELIVERY.

10.2. Until full payment, the Customer must take all appropriate measures to (i) ensure that the delivered Products are stored under suitable storage conditions and in such a way as to clearly identify them as Products belonging to the Supplier, so that they are individualized and cannot be confused with products from other suppliers, (ii) safeguard the Supplier's rights to said Products and (iii) immediately inform the Supplier of any third-party claims relating to these Products.

The Customer is prohibited from making any transformation or modification to the Products before full payment of the price.

The Products may not be transferred, resold, pledged, or otherwise subject to any rights granted to third parties. The Customer shall inform the Supplier of any seizure or other precautionary measure taken by a third party before full payment for the Products subject to retention of title, or of the commencement of insolvency proceedings.

During the period of retention of title in favour of the Supplier, the Products must be insured by the Customer, the insurance contracts concluded by the latter having to express reference to the right of ownership of the Supplier.

The transfer of ownership of the Products does not entail the transfer of rights, including intellectual or industrial property rights, of the Supplier or its suppliers on the Products marketed by the Supplier for the benefit of the Customer.

10.3. In the event of late payment, in whole or in part, of any invoice, and without prejudice to any other rights, the Supplier expressly reserves the right to repossess the Products, and the Supplier may retain any deposits paid as a penalty clause, particularly in the event of receivership or liquidation proceedings. The Customer shall be required to return the Products in suitable packaging, at its own expense and risk, to the Supplier upon first request.

In the event that the Products delivered are resold before full payment, any other Product delivered by the Supplier during the last six (6) months and in the possession of the Customer may be subject to a take-back for a value assessed at the current rate, equivalent to the sums due for any reason whatsoever between the Parties.

## 11. INSTALLATION AND TESTING

11.1. When the Order confirmation stipulates that the Products will be installed by the Supplier, the Customer is responsible for ensuring the installation site is accessible and for providing the necessary connections and supplies of fluids and energy for the installation's operation. In the event of failure to do so, the Supplier reserves the right to invoice the Customer for all resulting consequences. Unless otherwise specified in the Order acknowledgement, the Customer must provide for the various needs of the Supplier or any authorized third party, including suitable handling equipment with an operator, tools necessary for installation, means of communication (fax, telephone, internet access), sanitary facilities, and a lockable storage area for the tools and accessories required for installation.

The Supplier reserves the right to refuse to intervene until the premises are accessible and brought into compliance, the Client remaining bound by all its obligations, and in particular by respecting payment deadlines.

11.2. In the event that the Products are intended to be installed in or with any element not supplied by the Supplier, the Customer shall remain responsible for this installation and shall indemnify the Supplier against and waive all claims that may result from damage caused or suffered by this element and/or the Products as a result of this installation.

## 12. GUARANTEES

12.1. The warranty covers only new Products. Studies, demonstrators, and prototypes are provided as is, without warranty of any kind. They may not be used for commercial purposes under any circumstances and are used at the Customer's own risk, solely for evaluation purposes.

12.2. The Supplier guarantees the conformity of the Products (except for studies, demonstrators and prototypes) to their contractual specifications and against any hidden defects rendering them unfit for the use for which they are intended.

The Products are warranted against any defects in design, workmanship, and materials for a period of twelve (12) months from the date of delivery. Any service performed outside the Supplier's premises will be subject to additional charges. The warranty for Products from third-party suppliers and delivered by the Supplier is limited to that provided by the manufacturer.

12.3. In order to assert its warranty rights, the Customer must inform the Supplier – under penalty of forfeiture of any related claim – of the existence of any defect within a maximum period of ten (10) days of its discovery. The Customer is responsible for providing all evidence substantiating the defects or flaws observed. The Customer must allow the Supplier or its agents every opportunity to verify these defects or flaws. Any return of Products must be subject to an agreement between the Parties.

Furthermore, any modification of the Product initiated by the Customer that may lead to a change in safety conditions will result in the cancellation of the EC declaration (or other) submitted by the Supplier and will exempt the latter from all the consequences that would result therefrom.

Any delay in payment by the Client immediately suspends the Supplier's obligations under the guarantee.

12.4. Under the contractual warranty, it is the Supplier's responsibility to choose between repairing or replacing the defective Product or component.

Replacing defective Products or parts with new parts in the Supplier's workshops will not extend the warranty period referred to above, the repaired or replacement parts being guaranteed for a period equivalent to the remaining initial warranty period.

12.5. The warranty does not in any way extend to the costs of assembly, disassembly and withdrawal from circulation of these parts by the Customer.

The costs of transporting the Products and associated risks remain the responsibility of the sender.

Outside of metropolitan France, the costs required for the restoration of the Products at the place of use, the travel, accommodation and insurance costs of the personnel responsible for carrying out this replacement are to be borne by the Client.

The Supplier shall not be liable for costs resulting from the interruption of operation of the facilities, or their availability to the Client, for interventions required under the warranty or due to repeated testing.

12.6. The warranty does not apply in the following cases: (i) failure to comply with the instructions for use; (ii) interventions carried out by the Customer or by a third party; (iii) modification, association, combination, integration of the Products with equipment and/or software not supplied or not approved by the Supplier; (iv) defects arising directly or indirectly from materials or elements supplied by the Customer or from characteristics, adaptations or designs imposed by the Customer; (v) normal wear and tear of the Products; (vi) negligence, lack of maintenance, improper storage, shock or fall; (vii) a defect attributable to the Customer or third parties; (viii) a case of force majeure; (ix) for consumable parts, accessories, sub-assemblies or components.

The warranty does not cover parts, even new ones, used for the repair of worn parts of the Products.

12.7. The Supplier's warranty obligations and the Customer's rights and remedies under this article are exclusive and in lieu of all other warranties, obligations, rights, or remedies arising from defects or failures of the products, including, but not limited to, any damage to the Customer's property and any consequential

or indirect losses. Therefore, subject to applicable law, any warranty other than those described above is expressly excluded. ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACHIEVEMENT OF A PURPOSE SET BY THE CUSTOMER AND ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING FROM STATUTE, TRADE OF INDUSTRY OR OTHERWISE, ARE EXPRESSLY EXCLUDED.

12.8. The Customer agrees to defend and indemnify the Supplier against any and all claims or demands, and to hold the Supplier harmless from any recourse based on any cost, expense, or damage caused to the Customer's or any third party's property by defective Products. The Customer also agrees to waive, and to ensure that its insurers waive, any claim, legal action, or recourse against the Supplier and its insurers in this respect.

### **13. TOOLS**

Unless otherwise stipulated, the tooling produced by the Supplier or its subcontractors (equipment, machines, molds, prototypes, etc.) remains the property of the Supplier and/or its subcontractors as an integral part of its/their respective means of production and its/their intellectual property, even in the event of financial contribution from the Client and/or contribution from the Client to the definition of the specifications.

Any financing by the Customer to cover all or part of the cost of manufacturing the tooling does not authorize the Customer to request its transfer to another supplier without the Supplier's agreement or to restrict the production by the Supplier and/or its subcontractors of Products from said tooling for other customers.

The tools must remain marked at all times exclusively with the Supplier's name.

### **14. STOCKS**

The "long lead time" commitments made by the Supplier to its own suppliers to ensure the manufacture of the planned Orders are borne by the Client notwithstanding the modification or termination of the Order for any reason whatsoever.

The non-use of stocks constituted by the Supplier or its own suppliers following a modification of the Product, a suspension or a cessation of manufacturing will be subject to invoicing and payment by the Client within thirty (30) calendar days.

### **15. SUSPENSION**

15.1. If the Client fails to make payment by the due date, or fails to fulfill any of its other obligations under the Contract on time, the Supplier is entitled to suspend performance of the Contract until the breach is remedied. A fair extension of time will be granted to the Supplier accordingly.

15.2. In the event of suspension, the Customer shall pay the Supplier (i) the outstanding balance of the Contract price for the Products delivered up to the date of suspension, (ii) any other direct costs or losses incurred and/or irrevocably committed by the Supplier as a result of the suspension and the costs of resuming operations.

15.3. If the Client does not remedy the deficiencies within thirty (30) calendar days, the Supplier shall be entitled to terminate the Contract automatically, without prejudice to the Supplier's right to be compensated by the Client.

## 16. CONFIDENTIALITY

16.1. The Client undertakes not to disclose and not to exploit in any form whatsoever all confidential information that the Supplier may communicate to it during conversations and exchanges of technical documents before and during the execution of the Contract (the "Confidential Information"), for purposes other than carrying out an internal evaluation of the Supplier's offer, installing, using and/or maintaining the Products.

The Client undertakes to ensure that this confidentiality commitment is taken and respected by any employee or service provider who may act on its behalf in connection with the Order.

In particular, the Client agrees to:

- not to use or copy the Confidential Information for purposes other than those authorized under the Contract or without the prior consent of the Supplier; the Client undertakes in particular not to use the Confidential Information for purposes contrary to the interests of the Supplier;
- to ensure the confidentiality of Confidential Information in an appropriate manner, in order to prevent any disclosure to a third party;
- not to disclose, in whole or in part, directly or indirectly, the Confidential Information to the Client's Affiliates, unless prior written authorization has been obtained from the Supplier and provided that these Affiliates do not carry out activities that compete with those of the Supplier;
- take all appropriate measures to ensure that Confidential Information is used only in connection with the submission of the offer, subsequent negotiations between the Parties and/or the performance of the resulting Contract;
- not to disclose Confidential Information to its employees or other authorized third parties, as applicable and as defined above, except on the basis of a strict "need to know" and only within the framework of the Contract;
- ensure that staff are fully informed that confidential information received must be treated confidentially; and
- retain on all Confidential Information provided in written form all confidential or proprietary markings, including, where applicable, on all authorized copies thereof.

16.2. Information shall not be considered confidential if it is (i) obtained by one of the Parties independently and in good faith through independent internal developments carried out by members of its staff who did not have access to the Information, (ii) already known to the receiving Party at the time of its communication, (iii) transmitted to the receiving Party with an express waiver of confidentiality obligation by the sending Party, (iv) publicly available on the date of its communication by the sending Party to the other Party, or which becomes publicly available after that date through no fault of the receiving Party, or (v) provided to the receiving Party without confidentiality obligation by a third party legitimately in possession of it.

The Client's obligations, as defined above, do not apply to Confidential Information for which the Client is able to provide written proof that this specific Confidential Information:

- are already in the public domain at the time of disclosure or subsequently become so through no fault of the Client.
- are already known to the Client at the time of disclosure.
- are received by the Client from a third party legally and/or contractually authorized to disclose them.
- are developed independently by the Client without any use of the Confidential Information disclosed to it.

To avoid any ambiguity, the fact that only a part or combination of individual characteristics of the Confidential Information is included in broader information available to the public or in the Client's possession is not sufficient for that Confidential Information to be considered as falling under one of the exceptions mentioned above.

16.3. The Client shall notify the Supplier in writing, to the extent reasonably possible, of the need to disclose Confidential Information if so required (i) by law, or (ii) in response to a valid court order or other governmental authority. This notification shall specify the nature and extent of the Confidential Information requested.

The Client will do its best and cooperate with the Supplier, to the extent possible, to avoid such disclosure or limit the content and amount of Confidential Information disclosed.

16.4. These confidentiality commitments shall survive the expiry or termination of the Contract and shall continue until the Confidential Information has fallen into the public domain due to a fault or omission of the Receiving Party.

16.5. Upon the Client's express written request at the time the Order takes effect, the Supplier undertakes not to make any public communication regarding the work performed for the Client. However, the Supplier may refer to the project as a business reference without disclosing any information belonging to the Client.

16.6. The Client acknowledges that the breach of these commitments and obligations would constitute a tortious act which could result in the payment of damages to the Supplier.

The Client shall indemnify and hold harmless the Supplier against any loss, expense or damage caused by any breach by the Client, its employees, or authorized third parties, of any kind whatsoever, of the obligations described in this article.

## **17. INTELLECTUAL PROPERTY AND COUNTERFEITING**

### **17.1. Intellectual property rights**

17.1.1. Plans, drawings, sketches, molds, clichés, manufacturing diagrams, models, specifications, technical and commercial nomenclatures, methodologies, test results, catalogues, brochures, notices, patents, software, models and drawings, know-how, notes and in general, all documents and all written or verbal information communicated to the Client within the framework of the Contract, shall remain the exclusive property of the Supplier.

The Supplier is the exclusive owner at all times and in all places of all rights, titles, or interests in the Products. The Customer acknowledges that all rights relating in particular to intellectual and industrial property, patents, trademarks, trade secrets, know-how, ideas, concepts, and inventions, whether or not covered by applicable law, concerning the Products marketed by the Supplier, including but not limited to all modifications, improvements, corrections, updates, or new versions, belong to and remain reserved by the Supplier at all times.

Any copying, decompilation, reverse engineering, modification, evolution or adaptation of any kind whatsoever of the Products, the technologies or programs that compose them or their association / integration / combination with other equipment or components or software not supplied by the Supplier or without its agreement, in whole or in part, or the sublicensing of the software embedded in the Products is strictly prohibited.

The Client agrees not to infringe directly or indirectly on the Supplier's rights to the Products.

17.1.2. Notwithstanding the foregoing, the Supplier grants the Client a free, non-transferable and non-exclusive license to use the information transmitted by the Supplier under the Contract, solely for the purpose of the normal use of the Products, subject to compliance with the confidentiality commitments of Article 16 above.

No additional usage rights will be considered as having been granted.

### **17.2. Counterfeit**

17.2.1. The Supplier shall indemnify the Customer and guarantee against any third-party patent infringement claim alleging that the Products, when used in accordance with this Agreement, infringe the published patents of a third party, excluding studies, demonstrators and prototypes for which no warranty against infringement is given, such rights having been granted or registered on the date of entry into force of the Contract in the country of destination of the Products.

17.2.2. In the event that a court definitively rules that the Products infringe an industrial property right belonging to a third party, the Supplier shall, at its own expense, choose between one of the following

solutions: (i) obtain for the Customer the right to continue to use said Products; (ii) replace them with Products that do not infringe intellectual property rights and are substantially equivalent; (iii) modify them so that they are no longer infringing; or (iv) terminate the Order and take back from the Customer the infringing Products at a price equal to that at which they were purchased, less an amount determined by mutual agreement based on their depreciation for amortization.

The Supplier's defense and indemnification, as defined above, shall constitute the full fulfillment of all of its obligations or responsibilities to the Client with respect to any infringement of intellectual property and shall constitute the Client's exclusive remedy in this regard.

17.2.3. The Supplier's liability is expressly excluded for breaches (i) resulting from the Supplier's compliance with the Customer's specifications or instructions; (ii) resulting from the use of off-the-shelf components, commercial software, and for Products for which it has not obtained a similar warranty from its own supplier; (iii) resulting from any use of the Products other than that indicated or reasonably inferred from the Contract; (iv) resulting from the use of the Products in association or combination with any equipment, material, or device not supplied by the Supplier; (v) resulting from the combination or association of the delivered Products with any other article, apparatus, or device, or from any modification of all or part of the Products resulting from any intervention carried out by someone other than the Supplier without its written authorization; (vi) relating to Products or parts thereof manufactured, developed, or modified according to a design or requirements supplied by the Customer; or (vii) resulting from the Supplier's operation of the Products outside the country of delivery.

The Supplier shall not be liable for any costs incurred by the Customer without its authorization, nor for any direct or indirect damages that may result from any loss of use of the Products delivered.

17.2.4. This liability is conditional upon the Client (i) promptly informing the Supplier in writing of any claim or action against it; (ii) cooperating with the Supplier in providing it with the necessary information for its defense; (iii) allowing the Supplier to control its defense and all associated negotiations, subject to any supplementary defense by the Client at its own expense; and (iv) not making any admission of infringement of third-party patents that could be prejudicial to the contesting of said claim or action.

## 18. PERSONAL DATA

Each Party is the Data Controller with respect to the Personal Data of the other Party which it may collect and/or process (as defined in the General Data Protection Regulation (EU) 2016/679 (hereinafter "the GDPR")) and undertakes to comply with the applicable regulations governing the processing of personal data.

## 19. RESPONSIBILITY

19.1. The Supplier shall not be liable (i) for anything supplied or made available by the Client or by a third party imposed by the Client or that it could not freely select in accordance with its selection and validation procedures, including any materials, documentation, information, specifications, or any equipment, sub-assemblies, (ii) for any direct or indirect consequences to the Client or any third party arising from malfunctions of anything supplied or made available to it. The Client shall be solely responsible for, indemnify, and hold the Supplier harmless from any and all damages, costs, and expenses that the Supplier may incur as a result of anything supplied or made available to it by the Client or any third parties imposed or recommended by the Client.

19.2. Studies, demonstrators, and prototypes are provided "as is," and the Supplier accepts no liability in this regard. Furthermore, if the Client is the designer of the Products, the Client remains responsible for said design notwithstanding manufacturing by the Supplier and all related consequences.

19.3. Unless otherwise provided by law, and subject to the provisions of the first paragraph, the Supplier shall only be liable for breach of essential obligations hereunder and only for damages suffered by the Client and exclusively attributable to the Supplier.

THE SUPPLIER SHALL IN NO EVENT BE LIABLE TO THE CUSTOMER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS FOR ANY INDIRECT, INCIDENTAL (WHETHER CONSEQUENTIAL OR NON-CONSEQUENT) OR INCIDENTAL DAMAGES, INCLUDING LOSS OF REVENUE OR PROFIT, INCURRED OR SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OF USE OF ALL OR PART OF THE PRODUCTS OR ANY BREACH BY THE SUPPLIER OF ITS CONTRACTUAL OBLIGATIONS.

These limitations and exclusions will apply even if the possibility of such damages was known or could reasonably have been known to the Supplier.

THE SUPPLIER'S LIABILITY UNDER THE CONTRACT, DUE TO ITS NON-PERFORMANCE OR IMPROPER PERFORMANCE – INCLUDING ANY CONTRACTUAL PENALTIES, IF ANY, FOR ANY DAMAGE OF ANY KIND SUFFERED BY THE CUSTOMER, SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT AMOUNT OR TWO HUNDRED THOUSAND EUROS (€200,000), WHICHEVER IS THE HIGHER.

19.4. The Client waives any claim, legal action or recourse and shall indemnify the Supplier and its insurers against any claim, legal action or recourse by its insurers beyond this amount.

The foregoing provisions shall not affect the Client's right to claim from the Supplier compensation for direct damages that the Client may suffer as a result of gross negligence or willful misconduct on the part of the Supplier.

19.5. To the fullest extent permitted by applicable law, no liability action of any kind may be brought by the Client against the Supplier more than one (1) year after the date of the event giving rise to the liability action.

## 20. FORCED PERFORMANCE IN KIND – NO PRICE REDUCTION

20.1. By way of derogation from Article 1221 of the Civil Code, the Parties agree that in the event of a breach by either Party of its obligations, the Party affected by the breach may not demand its forced execution.

This waiver does not preclude the possibility for the injured party to seek, where appropriate, **termination of the contract**, **damages**, or **any other measure provided for by law or this contract**.

20.2. Notwithstanding the provisions of Article 1223 of the Civil Code, the Parties expressly agree that, in the event of imperfect performance of contractual obligations, no proportional price reduction may be unilaterally applied by either Party.

Any request for price adjustment must be the subject of a prior written agreement between the Parties.

## 21. FORCE MAJEURE

21.1. The obligations of each Party shall be suspended, and their liability shall not be engaged, in the event of the occurrence of events beyond the control of the affected Party, which the latter could not reasonably foresee and which it could not reasonably avoid or overcome, to the extent that the occurrence of such events prevents the Party concerned from performing its obligations under normal conditions.

A force majeure event is defined as any event reasonably beyond the Supplier's control that prevents the normal performance of its obligations, such as, in particular: storms, floods, earthquakes, fires, explosions, war (declared or not), epidemics, transport difficulties, strikes in means of transport or any other interruption of these means of transport for whatever reason, national strikes, strikes by third-party suppliers of parts or services required for the execution of an Order, legal or regulatory provisions causing significant disruptions affecting the Supplier's supply or the manufacture or installation of the Products, delays by a subcontractor facing a force majeure event, the impossibility of obtaining raw materials, production stoppages due to unforeseen breakdowns, shortages of raw materials and/or components, or supply disruptions, and acts of public authorities.

21.2. The performance of obligations actually affected by the Force Majeure event shall be suspended for the duration of the Force Majeure event, and the deadline for completion of the Contract shall be extended by a period at least equal to the delay caused by this Force Majeure event, plus the time necessary to resume performance of the affected obligations. If the Force Majeure event were to last more than sixty (60) calendar days, the Parties shall meet to decide by mutual agreement on the fate of the Order, without either Party being entitled to claim damages.

The Customer must take delivery and pay for all Products manufactured up to the date of termination, at which time the parties will jointly establish a final settlement statement. In the event of a disagreement between the parties, the disagreement will be considered a dispute and resolved in accordance with Article 28.

## 22. STAFF DELEGATION

22.1. The Client must bring the installation and commissioning site into compliance with the safety rules prescribed by the Labour Code.

22.2. When seconding members of their staff to the other Party's site, the Parties shall comply with the following provisions:

- a) Each Party shall, with the assistance of the other Party, ensure that its employees comply with all administrative requirements, in accordance with applicable regulations, and shall bear all associated costs.
- b) Each Party shall ensure that its personnel comply with all applicable safety regulations and rules for the premises concerned.
- c) The Parties shall agree on the working hours and working days of employees in accordance with the regulations applicable to the premises concerned.

## 23. INTERNATIONAL EXPORT CONTROLS AND SANCTIONS

23.1. In the event that the Products, Services and/or Information are subject to French regulations applicable to the control of exports of war materiel and related items and/or sensitive technologies and/or to any equivalent foreign regulations concerning components for military or dual-use purposes, the Parties undertake to comply with the applicable laws and regulations regarding export control, and in particular European, French and American laws and regulations.

The Client undertakes in particular not to sell, lend or give away in any capacity whatsoever, free of charge or otherwise, temporarily or permanently, to any third party, without the prior written consent of the French government and/or any competent foreign government, all or part of the Products and Information controlled and delivered by the Supplier.

The Client also undertakes not to make all or part of the Products and Information controlled and delivered by the Supplier available to its employees who are of a nationality not expressly authorized by the competent French and foreign authorities (including in the case of employees with dual nationality).

23.2. Furthermore, the Client undertakes to sign, and have the end user sign, a Final Recipient Acceptance Certificate upon complete delivery of the Products. Once signed, the Final Recipient Acceptance Certificate will be forwarded to the Supplier for submission to the French government.

In order to comply with French regulations and any other applicable foreign regulations concerning the control of exports of war materiel and related equipment, and to allow the Contract to enter into force, the Client undertakes to sign and have the end user sign:

- a Certificate of Non-Re-export according to the model required by the French government (CERFA form No. 10919\*02); and
- where applicable, any other final destination certificate that may be required by foreign authorities.

The Client is considered the end user and is obligated to sign any document to that effect.

23.3. The delivery of the Products as well as the execution of the warranty and Services by the Supplier are subject to the issuance of the necessary valid export authorizations by the competent French and foreign authorities.

When the transport of the Products falls under international road transport as defined by the Convention on the Contract for the International Carriage of Goods by Road (CMR), the provisions of that Convention prevail over national rules regarding reservations and actions. In particular, in accordance with Articles 30 and 32 of the CMR:

- Any hidden damage must be reported in writing within seven (7) days of delivery, excluding Sundays and public holidays;
- Any action for liability against the carrier is time-barred after a period of one (1) year from the date of delivery or the day on which delivery should have taken place.
- These provisions apply automatically in the case of international transport, without prejudice to the notification obligations provided for in Article L.133-3 of the Commercial Code, which remain applicable in addition for national or mixed transport.

23.4. The Customer undertakes to take due diligence measures, not to re-export the Products to countries under an embargo imposed by a decision or common position adopted by the Council or in a decision of the Organization for Security and Co-operation in Europe (OSCE) or imposed by a binding resolution of the United Nations Security Council, by the United States or by France, and not to resell the Products to a third-party business partner who does not undertake not to re-export to said countries under embargo.

23.5. In the event that the Client is placed on a sanctions list of US origin (including BIS or OFAC), European origin (including EU Council and OSCE) or French origin, the Supplier reserves the right to terminate the contract or the Order without penalty.

23.6. Violation of the provisions of this Article constitutes a breach of an essential element of the General Terms and Conditions and engages the liability of the Party which has violated it.

## 24. WASTE TREATMENT

Insofar as the Products sold are professional electrical and electronic equipment falling under Decree No. 2005-829 of July 20, 2005 and European Directive 2012/2019/EU, the Customer shall, unless expressly agreed otherwise, ensure **the financing and organisation of the collection, processing and disposal of waste** from these Products.

The Client undertakes to comply with the applicable regulatory obligations regarding the management of WEEE, in particular by using approved channels or eco-organizations.

The Client must provide the Supplier with proof of compliance with these obligations at the time of waste disposal. Failing this, the Client will be presumed responsible for the non-performance of said obligations, and the Supplier reserves the right to claim compensation for any damages it may incur as a result.

## 25. COMPLIANCE – CHANGE IN LAWS

25.1. The Parties undertake to comply with all applicable laws and regulations, including legislation prohibiting corrupt and fraudulent practices, such as the "SAPIN II" Law No. 2016-1691, the United States Foreign Corrupt Practices Act 1977 and any other applicable legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials. The Client represents and warrants that, in the performance of this Agreement, it has not taken and will not take any action that would constitute a violation of any applicable legislation prohibiting bribery and fraud.

Each Party declares that it respects and undertakes to ensure that its directors, employees, corporate officers, subcontractors and partners respect the applicable laws and regulations relating to the fight against corruption, including Law No. 2016-1691 of 9 December 2016 known as "Sapin II".

Accordingly, each Party shall refrain from proposing, granting, soliciting or accepting, directly or indirectly, any undue advantage of any kind whatsoever, with the aim of obtaining or retaining a market or undue advantage in the performance of the Contract.

In the event of a proven breach of these obligations, the Supplier may terminate the Contract automatically, without compensation, and without prejudice to any recourse or redress.

25.2. When the Client is a competitor of the Supplier, the Parties undertake to strictly comply with the applicable non-competition rules and regulations and will only discuss, in particular, during the performance of the Contract, matters directly related to the subject matter of the Contract.

25.3. In the event of changes in laws and/or regulations affecting the terms, conditions or performance of the Contract (including codes, standards and safety regulations and their interpretation by the competent authorities) which affect in whole or in part the performance of the Supplier's obligations after the submission of the call for tenders, the offer or the signing of the Contract by the Parties, the Client shall immediately notify the Supplier of this change in writing.

In this case, the Parties undertake to meet within fifteen (15) calendar days after notification from the Client regarding this change, in order to agree on a fair adjustment of the affected contractual provisions, including the price of the Contract and the project schedule.

## 26. SUBCONTRACTING - TRANSFER

26.1. The Supplier is free to subcontract all or part of its obligations arising from an Order. Under no circumstances shall the Client give instructions to the Supplier's subcontractors.

26.2. The Client shall not transfer this Agreement or assign any of its rights and obligations under this Agreement without the Supplier's prior written consent. The Supplier may assign this Agreement without the Client's prior written consent to any of its Affiliates or legal successors in its business.

## 27. TERMINATION

27.1. The Contract may be terminated by either Party, in whole or in part, by registered letter with acknowledgment of receipt, only in the following cases:

- A serious breach by the other Party of one of its substantial obligations under the Contract, when such breach is not remedied within two (2) months after written notice to remedy it;
- Without prior notice in the event of the other Party's declared bankruptcy or insolvency, or the filing of a petition for bankruptcy or insolvency by that other Party, or any other financial inability of the other Party to perform its contractual obligations; or
- Without prior notice in the event of force majeure lasting for a continuous period exceeding six (6) months.

Termination for delay by the Supplier cannot take place before the penalties have reached their maximum amount in accordance with article 5.4.

Termination will not prevent or delay payment of any sums demanded or due and will not prejudice each Party's right to resort to legal proceedings.

27.2. In the event of termination of the Contract, in whole or in part, due to the Client's breach, the Client shall pay, within thirty (30) calendar days of the issuance of the notice of termination to the Supplier: (i) the outstanding balance of the price of the Contract for Products already delivered or Services already performed and/or in progress as of the date of termination, (ii) any other direct costs or losses incurred and irrevocably committed by the Supplier up to the date of the notice of termination, including those related to commitments to third parties, plus fifteen percent (15%) for overhead costs, and (iii) the expenses incurred by the Supplier for the termination of any subcontract.

## 28. APPLICABLE LAW - DISPUTES

28.1. The Contract shall be interpreted and governed by French law, to the exclusion of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.

28.2. ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT THAT CANNOT BE RESOLVED AMICABLY WITHIN THIRTY (30) CALENDAR DAYS OF WRITTEN NOTIFICATION OF THE EXISTENCE OF THE DISPUTE SHALL BE SETTLED BY THE COMPETENT COURT OF THE SUPPLIER'S REGISTERED OFFICE, REGARDLESS OF THE PLACE OF DELIVERY, THE METHOD OF PAYMENT ACCEPTED, AND EVEN IN THE EVENT OF A THIRD-PARTY CLAIM OR MULTIPLE DEFENDANTS.

In the presence of a contracting party established in another Member State of the European Union, this clause is deemed valid within the meaning of Article **25 of Regulation (EU) No 1215/2012 (Brussels I bis)**, because it is written and conforms to the practices established between the parties and regularly observed in international trade.

Nothing in this article shall prevent the Supplier from applying to any competent jurisdiction to obtain an injunction or any other similar measure to restrict the Client from breaching or committing a violation of the Contract, or to enforce its performance and obtain resulting damages.

28.3. The Contract will continue to be performed with all due diligence during both the amicable settlement procedure and any legal proceedings. No payment due or payable by the Client may be withheld as a result of the ongoing proceedings, unless the amount of that payment is the subject of the dispute.

28.4. No action of any kind relating to any obligation under the Contract may be brought by the Client more than two (2) years after the occurrence of the event giving rise to said action.

## 29. MISCELLANEOUS

29.1. This Contract constitutes the entirety of the Parties' commitments with respect to its subject matter. It replaces and supersedes all prior negotiations, exchanges, and agreements between them relating to its subject matter.

29.2. The Contract may only be modified by a written instrument signed by an authorized representative of each Party.

29.3. The Parties shall act solely as independent companies and nothing in this Agreement shall be construed to create an employment contract, partnership or legal entity of any kind, and the Parties' obligations shall be limited to those expressly provided for in this Agreement.

29.4. The failure of either Party to exercise or enforce any right under the Contract shall not be deemed a waiver of that right, nor shall it prevent its exercise or enforcement at any time thereafter.

29.5. If any provision of this Contract is deemed invalid, illegal or unenforceable under any existing or future law or regulation of one or more countries, the validity, legality and enforceability of the other provisions of the Contract shall in no way be affected or altered by this, and the Parties hereby agree to replace such invalid, illegal or unenforceable provision with a new valid provision whose objectives and economic effects are as close as possible to the original provision.