

## GENERAL PURCHASE CONDITIONS

### 1. PURPOSE

1.1. These General Conditions of Purchase (hereinafter referred to as the "GCP") determine the terms and conditions applicable to any Order. The acceptance of the Order by the Supplier shall, *ipso jure*, imply the following: i) acceptance of the GCP, ii) compliance with legal and regulatory requirements, and iii) waiver of the right to avail themselves of their own general conditions of sale and any retention of title clause. In the event of a contradiction between the GCP and the Order, the terms of the Order shall take precedence.

### 2. DEFINITIONS

- 2.1. "Order" refers to any Order placed by the Purchaser with the Supplier for Products.
- 2.2. "*Force Majeure*" is defined as any unforeseen, uncontrollable and external event. The following events are not cases of *Force Majeure*: strike, initiation of collective proceedings or the imposition of forced administration.
- 2.3. "Product" refers to goods or the provision of services.

### 3. ISSUING, ACCEPTANCE AND MODIFICATION OF ORDERS

- 3.1. **Issuing.** The Purchaser can place Orders over the internet, by mail, fax or any other means. Under no circumstances does the Order provide the Supplier with exclusivity of supply.
- 3.2. **Acceptance.** Unless stipulated otherwise by the Supplier within five working days of the Order being sent, the Order is considered to be accepted without reservation.
- 3.3. **Modification.** Any modification of the Order must be subject to an addendum, which is accepted without reservation by the Supplier according to the above-mentioned procedure.

### 4. MODIFICATIONS AND EXEMPTIONS

- 4.1. **Modifications.** Each Party may submit proposals for the modification of the Product to the other Party. Modifications directly resulting from (i) the Supplier's failure to comply with the requirements of the Order, (ii) a change in national or international norms, standards or any other requirement of a legal or regulatory nature, as well as (iii) modifications related to a case of obsolescence shall be at the expense of the Supplier. Other modifications shall be subject to a detailed quote by the Supplier and must be accepted by both Parties. Any proposal for modification presented by the Supplier shall be accompanied by a technical justification. The Purchaser shall be free to accept or refuse the said proposal at their discretion. The Supplier undertakes to apply all modifications decided upon by the Purchaser and not to apply any modification without the prior and written consent of the Purchaser. Under all circumstances, the cost of modifications must be compliant and correspond to the price of the standard Product. The Parties accept that developments such as updates to designs, inspection technical specifications or manufacturing updates shall not be deemed modifications.
- 4.2. **Exemptions** – The Purchaser must be notified in writing as soon as possible of any exemption formulated by the Supplier during the fulfillment of an Order. If the Purchaser accepts the exemption, they may renegotiate the price and the Supplier shall bear all the consequences (financial, administrative and technical) generated by such an exemption. The absence of an agreement on prices shall under no circumstances affect the delivery time of Products.

### 5. DELIVERY TIMES

- 5.1. **Deadlines.** The delivery dates featured on the Order shall be the deadlines in force and determine the Product's date of arrival at its destination. The Supplier undertakes to notify the Purchaser as soon as possible of any event which could lead to a delivery delay, and to set out a plan of corrective action to redress this situation.
- 5.2. **Delay.** No delay in the fulfillment of the Order is acceptable except in the event of a case of *Force Majeure*. The Purchaser must be notified of all cases of *Force Majeure* within three working days of their detection. Under all circumstances, the Supplier shall strive to the best of its abilities to limit the harmful consequences of a case of *Force Majeure*. If the Supplier, due to a case of *Force Majeure* lasting more than 30 calendar days, is unable to meet its obligations, the Purchaser may, *ipso jure*, terminate the Order with immediate effect by written notice, without providing compensation and without any obligation to the Supplier.
- 5.3. **Penalties.** Any delay in delivery shall, *ipso jure*, be met with the imposition of calculated penalties, without the need for prior formalities, except in the event of specific stipulations featured on the Order, at a rate of 2% of the total value of the Order per calendar day for the duration of the delay. The Purchaser reserves the right to claim additional remedies and damages for the delay from the Supplier.

### 6. PACKAGING, DELIVERY AND ACCEPTANCE

- 6.1. The delivery shall be made in compliance with the INCOTERM 2010 defined in the Order. Unless specified otherwise in the Order, the Supplier shall make the delivery DDP to the plant of the Purchaser.

6.2. The Product must be delivered with all the documentation required for its proper use, storage and maintenance, as well as two delivery slips (the first is placed inside the Product's packaging and the second is placed on the outside in a sealed envelope), featuring the Order number, item numbers, full description and quantities, purpose of the delivery, as well as the destination. These slips shall be accompanied by a declaration of compliance with the Order, duly signed by a qualified member of the Supplier's staff.

6.3. For the purchase of aerospace Products, the Supplier must also comply with the ATA 300 packaging standard at minimum. Transport boxes, mountings, and any other accessory required for the transportation of Products shall be the property of the Purchaser from the delivery of the Products onwards, and shall not be subject to additional billing.

6.4. The receipt slip provided to the transporter by the Purchaser in no way constitutes acceptance of the delivered Products. The Products shall be inspected and approved by the Purchaser within a reasonable space of time. The Purchaser may, at their discretion and without prejudice to any claim for remedies and damages, either refuse non-compliant products and demand their replacement free of charge, or cancel all or part of the Order and demand the reimbursement of amounts already paid or costs incurred. In the event the Products are rejected, the Purchaser shall i) hold a possessory lien over the said non-compliant Products until the full reimbursement of the amounts owed by the Supplier and ii) be free to bill the administrative costs generated by the processing of the observed instances of non-compliance at a minimum fixed rate of 300 euros, which shall be at the expense of the Supplier. The penalties and guarantee shall take into account the delivery date of the replacement Product.

6.5. The Parties may agree on an acceptance process of the Products. In the event of reservations of the Purchaser, the Supplier shall remedy them promptly, in compliance with the terms and conditions of the Order. Failing to remedy the reservations or in the event of rejection of the Products and/or the Services by the Purchaser, this latter will be entitled to terminate the Order without prejudice to the right to claim damages. The Supplier shall not be entitled to claim any indemnification whatsoever in the event of termination.

6.6. The Purchaser is entitled to refuse any Product delivery which does not match the amounts specified in the Order (insufficient or surplus amounts). The potential return of Products shall be conducted at the expense and risk of the Supplier.

### 7. DOCUMENTATION

7.1. The Supplier undertakes to provide all documentation required by regulations or the Purchaser. For any aerospace Product with a limited lifetime, the Supplier undertakes to provide all appropriate documentation according to the applicable CMM on the day of delivery of the Product.

### 8. SPECIFIC GOODS AND EQUIPMENT FINANCED OR MADE AVAILABLE AS PART OF THE ORDER

8.1. Specific goods and equipment made available for the fulfillment of the Order, either directly by the Purchaser to the Supplier or manufactured by the Supplier on behalf of and at the expense of the Purchaser, in full or in part, shall be the property of the Purchaser and must be permanently marked by the Supplier to indicate this ownership. Unless express agreement is provided by the Purchaser, the said equipment must be used only for the fulfillment of the Order and returned to the Purchaser upon request, without the Supplier being entitled to any possessory lien. Potential repairs and maintenance of the said equipment and goods are carried out by the Supplier. The Supplier undertakes to i) maintain specific goods and equipment in a normal operating condition, as necessary for the fulfillment of the Order, and ii) replace them at no additional expense to the Purchaser.

### 9. SPARE PARTS

9.1. The Supplier undertakes to provide spare parts for the Products for as long as they are used by the Purchaser, its customers or final customers.

### 10. TECHNICAL FAILURE ON THE PART OF THE SUPPLIER

- 10.1. The Supplier must, within 24 hours of its detection, inform the Purchaser of any fault of incident related to the Product which could have consequences for the Product or the provision of the said Product.
- 10.2. If the Supplier is unable to meet the technical requirements of the Order, the Purchaser could (i) involve a third party, at the Supplier's expense, which would be tasked with facilitating the continued fulfillment of the Order, in lieu and in the place of the Supplier, (ii) or terminate the Order. In any case, the Purchaser reserves the right to request the reimbursement of all amounts already paid to the Supplier and to claim compensation for all damages suffered.

### 11. QUALITY CONTROL

11.1. **General.** The Supplier shall demonstrate that it has the resources and organization required to meet technical, commercial, logistical, security and quality requirements.

11.2. **Change.** The Supplier must inform the Purchaser of any important change regarding (i) their legal situation, (ii) their organization, (iii) their premises or resources, (iv) their scope of activity, or (v) their certificates and authorizations. If the Purchaser, at their discretion, deems that (i) this change may hinder the fulfillment of the Supplier's obligations as set out in the Order, or that (ii) the commercial position of the Purchaser is threatened due to this change, or that (iii) this change creates a potential or proven conflict of interest with the Purchaser, then the Purchaser is entitled to terminate the Order. The Supplier undertakes to notify the Purchaser in writing of any issues in terms of compliance with quality clauses and any significant change to the manufacturing and inspection process. These changes shall not lower the quality level of the Product.

11.3. **Quality.** The Purchaser is entitled to put the Supplier's Product through a qualification process. The Supplier guarantees the quality of the Product and undertakes to comply with the requirements of the Purchaser set out in the Order. The Supplier shall be responsible for checking and certifying the Product's compliance with applicable conditions, at their expense. Following their inspections, they shall mark the accompanying documents and/or works as approved in the spaces set out for this purpose. .

11.4. **Inspection.** Any monitoring which may be carried out by the Competent Authorities and/or the Purchaser does not release the Supplier from its responsibility. The Supplier shall have a Quality Assurance system in place to guarantee the safety of its Products. The Supplier shall provide copies of regulatory certificates and/or statements of certification.

Upon request by the Purchaser, the Supplier undertakes to provide access for the Purchaser's representatives, authorities and customers. The aforementioned may then undertake reviews, audits or assessments of the Supplier or its sub-contractors. The Supplier shall then make available all technical documents, procedures, document bundles, drawings, designs and equipment, including IT files required to fulfill the Order. In the event of non-compliance, the costs of the audit or assessment shall be borne by the Supplier.

### 12. GUARANTEES

12.1. **Guarantee of the economic situation of the Supplier.** The Supplier alone is responsible for the management of its business, and accepts that they are entirely responsible for and free to expand their clientele. Henceforth, the Supplier guarantees to the Purchaser that they will not allow a situation of economic dependence to arise due to the fulfillment of the Order.

12.2. **Legal guarantee and compliance** – The Supplier guarantees that the Product is compliant with the technical definition set out in the Order, in compliance with industry and technical standards, the results expected by the Purchaser and suited to its intended use, exempt from any Product faults. In particular, the Supplier guarantees (i) the Product against all defects or faults arising from a fault in design, manufacturing, materials or labor, (ii) that the Product matches the characteristics promised and specifications, plans or models set out, and (iii) that the Product is suited to the use intended by the Purchaser.

12.3. **Commercial guarantee** – The Supplier guarantees that the delivered Products are not subject to any copyright, royalties or other rights of ownership. The duration of the commercial guarantee is that specified in the Order or, if not specified, 60 months from the date of acceptance of the Products. As part of the guarantee, the Supplier shall, at the discretion of the Purchaser, (i) immediately replace a faulty Product, or make it suitable for its intended purpose, at no expense to the Purchaser, or (ii) reimburse the Purchaser, or (iii) involve a third party in lieu and in place of the Supplier, to continue the fulfillment of the Order, at the expense of the Supplier. The Supplier undertakes to compensate the Purchaser for damages suffered by them or their customers due to the unavailability of the Product.

12.4. **Ethical guarantee** – The Supplier guarantees to the Purchaser that it and its subcontractors and suppliers, complies with rules of international and domestic laws in terms of ethics, labor law, health and safety and sustainable development. The Supplier commits to comply with provisions of the Purchaser's Code of Ethics and Good Conduct.

12.5. **Personal Data guarantee** – Within the framework of their contractual relationships, the Parties undertake to comply with the regulation in force regarding the processing of personal data (hereinafter referred to as the "Data") and, in particular the Regulation (EU) 2016/679 of the European Parliament and Council dated as of 27<sup>th</sup> April 2016 entered into force on 25<sup>th</sup> May 2018 (hereinafter referred to as the "GDPR").

If the Supplier is required to process the Data, it undertakes particularly to comply with the following commitments:

- 1) process the Data solely for the purpose(s) included in the Order,
- 2) process the Data in compliance with the potential instructions of the Purchaser,
- 3) guarantee the confidentiality of the Data,

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- 4) ensure that authorized persons to process the Data commit to comply with confidentiality of the Data or are subject to an appropriate statutory duty of secrecy,
- 5) implement the necessary security measures enabling to guarantee the constant confidentiality, pseudonymization, integrity, availability and resilience of the systems and processing services,
- 6) implement measures enabling to restore the availability of the Data and the free access to them in a timely manner in the event of physical or technical incident,
- 7) notify in writing to the Purchaser any data breach within maximum 24 hours after becoming aware of such breach. Shall be enclosed to this notice the useful justifying documents enabling the Purchaser to notify the Data breach to the competent supervisory authority,
- 8) destroy all Data within maximum 30 days after the termination of the Order, for any reason whatsoever,
- 9) provide to the Purchaser the name and contact details of the person in charge of the protection of personal data.

**12.8** If the Supplier involves one or several subcontractors, it shall previously request the Purchaser written approval. It will be the Supplier's responsibility to ensure that its own subcontractor complies in all respects to the GDPR's provisions and that it presents the same level of confidentiality and security guarantee than those required by the Purchaser from the Supplier.

### 13. BILLING – PAYMENT

**13.1. Prices.** If there is no clause stipulating otherwise, the prices of the Order are fixed and definitive. They cover the entirety of the service or transaction.

**13.2. Offsetting.** All penalties or damages billed by the Purchaser may be offset against the payment of any due or outstanding sums to the Supplier.

**13.3. Billing.** The Purchaser has opted for the electronic billing. For this reason, the Supplier undertakes to comply with the billing process in force. The electronic bill sent by the Supplier to the Purchaser in accordance with the provisions of the article 289 VII 2°) of the French Tax Code ("*Code Général des Impôts*") may serve as original invoice.

**13.4. Payment.** The payment time for bills shall be 45 days, end of month, from the date on which the bill is issued, as follows: end of the month in which the bill is issued, plus 45 days. As an exception, (i) bills for transport shall be due 30 days net from the date of issue and (ii) summary bills shall be due 45 days net from the date of issue. By default, the Supplier may bill from the delivery date.

**13.5. Penalty for late payment.** Any delay in payment shall, *ipso jure*, lead to the imposition of (i) a penalty for late payment, payable the day after the payment date specified on the bill, calculated on the basis of three times the legal rate of interest and (ii) a flat rate of 40 euros to cover recovery fees.

### 14. LIABILITY AND INSURANCE

**14.1. General liability.** The Supplier undertakes to provide compensation for all damages suffered by the Purchaser when these damages are the result of full or partial failure to observe or comply with one or more of its obligations under the Order. In particular, the Supplier shall cover, without restriction, (i) all direct and indirect costs, losses, damages, expenses (including legal fees) which may be borne by the Purchaser in the event of a failure by the Supplier, (ii) penalties imposed on the Purchaser by its customers, (iii) all fees related to the involvement of a third party to fulfill the Order in lieu and in place of the Supplier, and (iv) losses of revenue for the Purchaser due to any termination of the Order.

The Supplier alone shall be liable for, and indemnify the Purchaser, its directors, representatives, employees and insurers from all claims related to liability or damage caused to the goods or employees of the Supplier, the Purchaser or third parties, during or due to the Supplier's fulfillment of its obligations, under the terms of the Order, except in the event of a serious or intentional fault on the part of the Purchaser.

**14.2. Liability applicable to transport.** More specifically, for transport operations and commissions, the Purchaser expressly accepts that the liability of the Supplier is subject to the provisions (i) of French Decree No. 2013-293 of April 5, 2013 on the standard contract for transport commissions, (ii) Decree No. 99-269 of April 26, 1999 on the standard contract for road haulage for national transport and (iii) the CMR convention for the international carriage of goods.

**14.3. Insurance.** The Supplier undertakes to take out the following insurance coverage: professional liability insurance for at least 5,000,000 euros; insurance for goods entrusted to them for the fulfillment of the Order, for at least 2,000,000 euros; product liability insurance, for at least 50,000,000 euros. These amounts do not constitute a limitation of liability.

The Supplier undertakes to provide the Purchaser with insurance certificates specifying the coverage amount and naming the Purchaser as the direct beneficiary of compensation in the event of damage to their goods, without the possibility of deducting the deductible applicable to the Supplier from the said compensation. Under no circumstances may the deductibles applicable to the Supplier be applicable to the Purchaser. The Supplier shall notify the Purchaser of any incident within twenty-four (24) hours of its

occurrence, it being understood that if a forfeiture is imposed by the Supplier's insurers through the fault of the Supplier, the resulting costs of the incident shall be borne by the Supplier. The Supplier undertakes to ensure that its insurers fully accept the provisions of this article.

The amount of compensation which the Purchaser could if necessary come to pay as a result of its overall liability with regards to the Supplier, and due to or resulting from the Order, all causes combined, shall under all circumstances be limited to the amounts actually paid by the Purchaser to the Supplier for the fulfillment of the Order.

### 15. TERMINATION

**15.1. Due to non-compliance.** Without prejudice to the Purchaser's right to compensation, the Purchaser reserves the right to terminate all or part of the Order in the event of (i) the full or partial non-compliance or non-observance by the Supplier of one of its contractual obligations or the conditions set out in the Order, (ii) lack of confirmation of the Order by the Supplier at the end of five calendar days from the date of issue of the Order, (iii) a delivery delay of more than five calendar days, (iv) the loss by the Supplier of the certificates or authorizations required to sign authorizations for the sale of the Product, (v) or if the Purchaser provides notice of its decision to terminate the contract and/or the agreement for which the Purchaser passed the Order with the Supplier.

Independently of whether or not the Purchaser exercises its right to termination, the Supplier shall compensate the Purchaser for all damages and costs suffered if the Purchaser decides to entrust the fulfillment of the Order to a third party.

**15.2.** On the date the termination notice is received, the Supplier shall: (i) cease and ensure the cessation of any operation related to the fulfillment of the Order, (ii) send to the Purchaser, as soon as possible, an inventory with all supporting documents showing the status of the Order, (iii) draw up a bill, based on this inventory and with the Purchaser's approval, to be sent to the Purchaser for payment in compliance with the provisions of article **Erreur ! Source du renvoi introuvable.** Under no circumstances may the Supplier receive an amount higher than the Order amount as a termination settlement.

### 16. CONFIDENTIALITY AND PUBLICITY

**16.1. Confidentiality** – The Supplier undertakes to keep confidential, for the duration of the Order and 10 years after its expiry and/or termination, information of any nature and in any form which has been made accessible by the Purchaser during pre-contract negotiations, as well as during the fulfillment of the Order. The Supplier is prohibited, unless they receive prior written consent from the Purchaser, from (i) divulging the confidential information of third parties for the above-mentioned period, (ii) using confidential information divulged to reproduce or enable the reproduction by a third party of the Products, similar products or related products, or for any other purpose than the fulfillment of the Order. This obligation is a results-based obligation. The Supplier undertakes to refrain from disseminating the Purchaser's confidential information required by its employees to fulfill the Order. In addition, the Supplier shall ensure their personnel and potential sub-contractors observe the confidential nature of the said information.

**16.2. Publicity** – Under no circumstances and in no shape or form may Orders give rise to direct or indirect publicity without the prior and written authorization of the Purchaser. The Supplier undertakes only to display or disseminate to third parties Products made according to the drawings, models or technical specifications of the Purchaser with Purchaser's prior and written authorization.

### 17. INTELLECTUAL AND INDUSTRIAL PROPERTY

**17.1. Proprietary Knowledge** – All Parties shall maintain full legal ownership of their proprietary knowledge, including but not limited to all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data, etc.), software, intellectual property rights and titles held or controlled prior to the Order, or obtained, created or developed independently from the fulfillment of the Order. If the use of the Supplier's proprietary knowledge proves to be necessary for the use of the Products, the Supplier shall grant the Purchaser an unlimited, assignable, non-exclusive and free license for use worldwide.

**17.2. Ownership of Results** – The Purchaser shall have full and total ownership of all the results of studies, developments and/or services carried out as part of the Order, including in particular any inventions, documents, software, equipment, information, data and specific know-how (technical or otherwise) developed or obtained by the Supplier during the fulfillment of the Order and directly related to said Order (hereinafter the "Results"). However, if the applicable law in force grants the Supplier ownership of Results, the Supplier undertakes to transfer ownership of the said Results to the Purchaser free of charge, for the duration of the agreement and in all relevant countries. The Supplier assigns in particular to the Purchaser on an exclusive basis, for the duration of legal protection and worldwide, all the proprietary rights attached to copyrights of the Results. Consequently, the Purchaser owns the right of use, copy, representation, adaptation, modification, translation, distribution and commercial exploitation of the Results, whatever the support, rights it is entitled to assign or license to third parties.

**17.3. Counterfeiting.** The Supplier shall indemnify the Purchaser against any claims from third parties in terms of Intellectual or Industrial Property related to the Products which they use or deliver to the Purchaser or end customer as part of the Order. The Supplier shall indemnify the Purchaser and/or end customer against any claims, damages, proceedings, rulings, expenses and costs (including legal fees) arising from a case of counterfeiting by the Supplier. In addition, the Supplier shall at their own expense: either obtain for the Purchaser and/or the end customer the right to continue to use the delivered Products, or replace or modify them so they cease to be counterfeit, while continuing to fulfill the purpose initially set out in the Order. These indemnity clauses and related obligations shall remain in effect as long as the delivered Products are used by the Purchaser.

### 18. ASSIGNMENT – SUBCONTRACTING

**18.1.** The Supplier may not, on a principal or subsidiary basis, assign, transfer or sub-contract its rights and obligations under the Order, free of charge or against payment, except with the prior written agreement of the Purchaser.

**18.2.** However, the Purchaser has the right to assign or transfer all or part of its rights and obligations to a third party, including the end customer.

### 19. EXPORT CONTROL

**19.1.** The Products, some of their components or the data delivered to the Purchaser as part of the Order (hereinafter Deliverables) may be subject to EU, export and re-export restrictions, due to French and other legislation on export control (hereinafter "Export Control Regulations"). The Parties recognize that compliance with Export Control Regulations is a substantive obligation for the Supplier as part of the fulfillment of the Order.

**19.2.** The Supplier shall, (i) prior to the fulfillment of the Order, identify Deliverables or parts of Deliverables subject to Export Control Regulations in the "Export control supplier declaration" form, reference F01714 / F01715 / F01716, (ii) immediately notify the Purchaser of any change in the status of Deliverables with regards to Export Control Regulations, (iii) provide the Purchaser with all necessary information concerning the application of the said Export Control Regulations and (iv) notify the Purchaser of any assistance required to comply with Export Control Regulations.

**19.3.** When all or part of Deliverables are subject to Export Control Regulations, the Supplier shall be responsible for obtaining, at no additional cost to the Purchaser, all official authorizations and permits required by law and regulations for the handover of Deliverables to the Purchaser. The Supplier shall ensure that an export permit is granted by the competent authorities in a timely manner, to ensure the Deliverables can be handed over by the Purchaser to their customers. In addition, for all deliveries the Supplier undertakes to include the references and classification of Deliverables subject to Export Control Regulations on all delivery slips and bills.

**19.4.** If a hypothetical change to an Export Control Regulation were to prevent the Supplier from fulfilling its obligations as part of the Order, the Supplier undertakes, at no additional expense for the Purchaser, as a substantive obligation and within a timeframe compatible with the activity of the Purchaser, to either (i) obtain from the competent authorities all authorizations related to the affected Deliverables and required for the Purchaser to continue to use and sell goods incorporating the Deliverables, or (ii) replace or modify the affected technology, or affected data, so the Deliverables are not disposed in such a way as to infringe upon applicable Export Control Regulations, and to do so within a timeframe compatible with the needs of the Purchaser.

### 20. APPLICABLE LAW – ASSIGNMENT OF JURISDICTION

**20.1.** These GCP and the Order are subject to French law. Any dispute related to the interpretation, fulfillment and/or termination of the Order which the Purchaser and Supplier cannot resolve amicably within 30 working days of the date of its occurrence shall be referred to the *Tribunal de Commerce de Paris* [Commercial Court of Paris].

### 21. INDEPENDENCE OF CLAUSES

**21.1.** Any provision declared null and void according to applicable law or following a court ruling shall not be applicable, and shall be removed from these GCP, without affecting the validity of the other provisions contained therein.