

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

### **1. GENERAL PROVISIONS**

These General Terms and Conditions of Sale and Delivery ("the GTC") define the rights and obligations of Aubert & Duval (referred to as the "Seller") and its customers ("the Buyer") and are applicable to all contracts (hereinafter "Contract(s)" or "Order(s)") between the parties for the sale of the Seller's products and/or services (the "Product"), subject to specific conditions, amendments or modifications to these GTCs by express written agreement of the parties. With the sole exception of such exceptions negotiated on a case-by-case basis, these GTCs govern the relationship between the parties in an exclusive and complete manner. In this respect, they cannot in any way be replaced or modified in whole or in part by different provisions appearing only on the Buyer's documents such as general or specific terms and conditions of purchase, requests for quotation, orders, websites, Electronic Data Interchange portals (EDIs), etc., which are in principle inapplicable in full to the commercial relations between the parties.

### **2. FORMATION OF THE SALES CONTRACT**

**2.1** - It is the entire responsibility of the Buyer to attach its Order with technical specifications which set out the various specifications of the Product, the parts to be performed, or any other indication essential for the manufacturing of the Product. These specifications include all standard operating processes and their related documentation within the framework of the Seller's quality system. Any liability related to the choice of the Product, the imprecisions of the technical specifications and of the verification and acceptance methods, the fact that they are not correctly indicated or unavailable, is the responsibility of the Buyer.

The Buyer acknowledges that it is a specialist in its field, and the Supplier is not aware of the Buyer's industrial or commercial risks and constraints, of the contracts served by the Buyer from the ordered products or of the consequences that any failure of the Seller could cause to the Buyer.

**2.2** - Any offer issued by the Seller shall only be binding upon the Seller in accordance with the laws of the different countries involved in the transaction, in particular those relating to war material or dual-use goods. A binding offer is always precedent in the event that an export license or transfer is required. The conditions of a binding offer may be modified (price, time or other conditions) in the event of a change by the Buyer of its specifications, or for any new fact during negotiations. It is the Buyer's responsibility to verify the consistency of the Supplier's offers with its requirements.

**2.3** - Unless otherwise stated in an offer, the price conditions set out in the Seller's offer are fixed for a period of thirty (30) calendar days from the date of its issuance. The payment methods and deadlines indicated in the offer may be modified based on the financial position of the Buyer and the statement of its debts and dues in the Seller's accounts. In particular partial or total payment prior to placing the order may be required.

**2.4** - Deadline conditions (for the manufacturing, the Products availability, the delivery) are only indicative and must be confirmed at the time the Order is expressly accepted. The Seller may provisionally accept the Order and confirm delivery dates only after having obtained all of the Buyer's documents, information or deliverables allowing it to determine such date.

**2.5** - The Supplier is not bound under any circumstances by any statements issued by an exchange portal (or EDI), and which considers its requests as accepted in the absence of a response from the Supplier within a certain time frame.

**2.6** - Each offer is deemed to be made for the supply of an inseparable set of different Products as detailed in the offer.

**2.7** - Any order sent to the Seller shall only be binding on the Seller if it complies with its most recent offer, it being recalled that in any case the standard terms and conditions of the Buyer of any kind or form whatsoever are inapplicable to the commercial relations between the parties, even if they are mentioned in the Buyer's order.

**2.8** - When the Buyer must supply goods such as materials or toolings, they may not be delivered to the Seller until the Seller has acknowledged receipt of the offer and formally accepted the delivery.

### **3. DELIVERY TIME**

Delivery time runs from the date of acceptance of the order by the Seller.

The delivery time is, in principle, counted from the last of the following dates:

- receipt by the Seller of all information necessary for the execution of the Order; and/or
- receipt of the advance payment on Order; and/or
- for sales including products or sub-assemblies imported by the Seller, receipt by the Seller of the necessary import and/or export licenses and notification.
- in the case of custom work, receipt by the Seller of the subject matter to be processed, meeting the quantities and specifications provided for.

A time limit for delivery (or provision) on the D date shall be deemed to be respected if the Seller delivers (or makes available) the Products on a date between the 5th working day (inclusive) prior to the D date and the 3rd working day (inclusive) replacing it.

### **4. BUYER'S OBLIGATIONS**

**4.1** - The Seller's commitments relating to deadlines are conditional upon compliance by the Buyer with all of its own obligations, including the timely provision of the documents, information, products or materials necessary for the performance of the Contract. When it is anticipated that the Buyer must validate the manufacturing program, the deadline will run from notification to the Seller of this validation by the Buyer.

**4.2** - When the Buyer must cooperate with the Seller for the fulfilment of the Order (particularly through the supply of materials, or validation of documents or manufacturing programs, acceptances, holding points, witness points, etc.), any failure or delay by the Buyer, or any abnormal duration of the performance of its works, causing the Supplier additional costs of mobilization/demobilization of the teams and abnormal disruptions of production flows, may be compensated to the Seller at its request.

**4.3** - When the Buyer, its customer or any third party instructed by it, or any authorized authority, requests (i) to verify at the Seller's premises, or those of its subcontractors and suppliers, that the supply of the Products and related documentation comply with the requirements specified in the Order, (ii) to audit the procedures or quality of the Seller's Products, of its subcontractors and suppliers,

(iii) to participate in manufacturing stages of the Products, (iv) to carry out specific supervision of the Seller, its subcontractors and suppliers as a result of a particular event; the Buyer shall make the prior request to the Seller and the Parties shall determine the operational conditions of such checks, audits and surveillances, their duration, as well as the personnel required, it being understood that the Seller may claim from the Buyer daily compensation corresponding to the disruption of its usual industrial operations.

**4.4** - If the Buyer requires specific documentation or meetings during execution (8D, feedback report, periodic progress report, reviews and meetings relating to the commercial, technical, quality, safety, security and innovation aspects, proposals for improvements that can be considered for the smooth running of a subsequent purchase, etc.), the Seller may request the Buyer at any time to cover the cost corresponding to such supplies.

## **5. MODIFICATION OF THE ORDER**

Any change in the content of the Order, to the Products or the associated documentation must be agreed in writing by the Parties, which agreement shall include the consequences of such changes in the price and delivery times. The Seller is entitled to request a fixed price for the study of any change requested by Buyer, even if the Seller finally decides not to implement it.

## **6. DELIVERY POINT AND RISK TRANSFER**

The transfer of risks occurs according to the Incoterm determined by the Seller (Incoterms 2020 of the International Chamber of Commerce).

In the event of the Buyer's absence of instructions on the intended use of the Products, or if the Buyer is unable to physically take possession of the Products on the agreed date, the delivery shall be considered to be made by a simple notice of delivery, and the Seller may ensure custody thereof, subject however to custody costs payable by the Buyer, without any modification of the payment terms. These costs will be equal to 5% of the amount of the Order, without prejudice to any late payment interest.

## **7. DELIVERY DEADLINES**

**7.1** - Contractual deadlines may be extended for any cause which has placed the Seller unable to fulfil its obligations, particularly in the event of force majeure. As defined in these GTCs, Force Majeure means an event for which the Seller cannot reasonably have control including strike, embargo, tooling accident, riot, war, natural disaster, fire, etc., or similar events such as bad weather, supply difficulties, accidental production shutdown, unpredictable market changes, significant difficulties to recruit with impacts on production, etc.

**7.2** - Unless the expressly approved contractual documentation specifically provides for a different amount of liquidated damages, the liquidated damages are expressly limited to 0.5% per week of the delayed Product of the corresponding Order, with a maximum cap of 5% of the price of the late Product, excluding taxes.

**7.3** - The liquidated damages stipulated are exclusive of any other compensation and shall constitute the sole indemnification of the prejudice suffered by the Buyer or by any third party on account of the said delays.

The liquidated damages shall be applicable and due only to the extent that the delay is exclusively attributable to the Seller or its subcontractors, upon prior written notice from the Buyer, and only after the expiry of a grace period of fifteen (15) calendar days under which the Buyer cannot apply to the Seller any liquidated damages for delay or suffer any other financial indemnification for its sole delay.

**7.4** - A delay in delivery cannot under any circumstances justify the cancellation of the Order.

## **8. PRICES**

**8.1** - Prices are understood as net, excluding taxes and miscellaneous duties, Products sold without packaging FCA sites of

the Seller (Incoterms 2020). Packaging, all handling costs, land, marine or air transport, boarding, insurance and miscellaneous will be charged in addition. The Buyer shall pay all duties, taxes and other official charges or bank charges and customs formalities due as a result of the export and import of the goods and, if necessary, its transit by a third country. In the event that the Seller is liable for said sums, the Buyer shall advance it to the Seller so that the net price collected is excluding taxes. The Parties may agree on a DAP price after all the aforementioned costs and charges are incorporated in such price.

The taxes in force at the time of invoicing are invoiced and payable in full upon delivery. In order to benefit from the regime of sales in suspension of taxes at the time of invoicing, the Buyer must provide the Seller when placing an order, with the supporting documents of export or exemption in force. Any late submission of these supporting documents may not prevent the payment of invoices on the contractual due date, including that of the taxes included therein, the reimbursement of the exempt taxes and the accounting adjustment to be made only after receipt of these documents.

**8.2** - Any increase in duties, taxes and stamps, after the conclusion of the Order, shall be borne by the Buyer, even in the case of a "duties paid" sale.

**8.3** - Prices are, in principle, subject to review by the Seller to take into account changes deemed uncontrollable by the Seller, including, in particular, changes in material prices, energy costs, transport costs and labor costs, as they occur between the date of pricing and the date of invoicing. The Buyer acknowledges this fact and that the effectiveness of such a review measure will never require a prior agreement from the Buyer to be valid. Nevertheless, and to the fullest extent possible, the Seller shall inform the Buyer of its intention to proceed with such review prior to its entry into force and give the latter all details of which it is aware of the importance and terms of its implementation.

**8.4** - In the event of unforeseeable events occurring on the day of the Order which would have the effect of disrupting the global balance of the Contract to the detriment of the Seller, the latter shall without delay send the Buyer a formal request for a review of the Order(s) affected by such circumstances, in such a way that the parties will agree in good faith and as soon as possible on an adjustment of the price, or if necessary, of the elements of the price indexing formula or more generally the conditions of performance of the Contract, so as to place the parties in a balanced position comparable to that which existed at the time of conclusion of the Contract. In the absence of amicable agreement within thirty (30) calendar days from the request for adjustment of the price or economic conditions of the Contract, each party shall have the right to terminate the Contract, without compensation other than the sums due to the Seller under Article 16 below, and subject to seven (7) days' prior notice following notification by registered letter.

## **9. PAYMENT**

**9.1** - Invoices are payable thirty (30) days net of the invoice date. When a different term is agreed, the due date is always calculated from the invoice date. If the date of payment is expressly stated on the invoice, this date is the exact due date for the payment. Any due date shall mean the date on which the Seller's accounts were credited, in value, to the full amount due. Unless agreed in writing by the parties under specific conditions, no discount shall be granted for early payment.

**9.2** - An advance payment of a minimum amount of twenty (20) % of the amount of the Contract may be requested by the Seller, for payment by bank transfer within thirty (30) Days of the date of acceptance of the Order.

The Seller reserves the right to request from the Buyer a payment guarantee in the form of a first demand bank guarantee issued by a leading bank in favor of the Seller in the format proposed by the



Seller. In this case, the issuance of this payment guarantee will be one of the conditions for the entry into force of the Order.

**9.3** - The Seller reserves the right to assign its receivables to a factoring company or to a special purpose entity (bank, financial vehicle, etc.) without this leading to a change in the business flow, nor any change in the management and execution of the Orders.

**9.4** - Non-payment of a fraction of the price on its due date or non-compliance with any payment due date shall entail, as of right and without formal notice (i) the immediate payment of the amounts still due in any respect whatsoever (ii) the retention of payments received, of toolings or documents held by the Seller (iii) the termination of deliveries of Products, until full payment of the sums due, without prejudice to default interest and any damages.

**9.5** - As compensation for the damage suffered as a result of said late payment, the Buyer may be liable for an amount calculated by application to all amounts remaining due at an annual interest rate of 15%, payable on the day following the payment date appearing on the invoice without a reminder being required. To this interest shall be added the recovery costs incurred by the Seller, with a minimum of €40 (or its equivalent in the currency invoiced) per unpaid invoice.

## 10. RETENTION OF TITLE

**10.1** - The transfer of ownership of the Products delivered will only occur after full payment of their price in principal and accessories.

**10.2** - Failure to pay on any of its due dates by the Buyer may result in the ownership claim by the Seller for such Products, or any product of the same kind and of the same quality held by the Buyer. In the event that the Seller takes back these Products, the Buyer shall be credited with the amount of the price of said Products, minus, on the one hand, the sums corresponding to the costs incurred by the recovery and, on the other hand, any reduction in the price of the Products between the date of the Contract and the date of their recovery.

**10.3** - As long as the ownership of the Products has not been transferred to the Buyer, the Buyer shall not grant to any third party any security over these Products and shall not transform or resell them without the Seller's prior written consent.

**10.4** - The Buyer is obliged to assist the Seller if the Seller is required to protect its right of ownership. The Buyer undertakes to insure for the benefit of the Seller the Products against any risks they may run or cause as soon as they are delivered. The Buyer undertakes under all circumstances to keep said Products in such a way that they cannot be mistaken as being the property of the Seller.

## 11. ACCEPTANCE

**11.1** - The Products are checked and verified prior to the departure from the Seller's plants and are subject to normal tests in light of the Buyer's technical specifications.

**11.2** - Where it is intended that the Buyer, its customer, its representatives or the authorities or approved bodies must carry out the acceptance of the Products and related documentation at the Seller's premises, or shall carry out verification, monitoring or control of the proper execution of the Order by the Seller, such operations carried out by the Buyer or third parties acting on its behalf shall be binding on the Buyer. In this respect, the Buyer cannot reverse its decisions, acceptances or validations made in full knowledge of the situation.

**11.3** - If the Buyer (or third parties acting under its responsibility or for its needs) is absent during a checking, monitoring or acceptance operation, however contractually provided, this operation shall be deemed to have been carried out and accepted without reservation.

**11.4** - All costs resulting from the checks, tests or quality samples carried out at the Buyer's premises shall be borne by the Buyer.

**11.5** - The Buyer is required to accept the Products and is responsible for carefully reviewing their compliance. As such, the Buyer is deemed to have accepted the Products within fifteen (15)

days from the delivery date. After this period, the Buyer shall be deemed to have accepted any apparent defects.

## 12. WARRANTY

**12.1** - The Seller guarantees only that the Products delivered to the Buyer comply with the Buyer's technical specifications and quality instructions validated by the Seller.

The Seller does not guarantee that the delivered products meet a specific application or a defined period of use. The guarantee period under standard storage conditions is 12 (twelve) months from the date of delivery of the Products to the Buyer.

**12.2** - The Seller does not provide any guarantees other than those set forth herein. The Seller's guarantee does not in any way extend:

- to the design or definition of parts and Products, the Buyer retains full responsibility for the industrial result of the Product;
- errors or deficiencies in specifications of requirements;
- defects resulting from the storage or use of the Product by the Buyer or its customers under abnormal or non-compliant conditions;
- defects or faults that the state of the art cannot prevent and which cannot be detected during the use inspections carried out on the parts at the end of manufacture;
- defects approved by the Buyer during a concession or derogation;
- defects detectable during acceptance or inspection operations carried out by the Buyer or third parties acting under its responsibility, and whose non-detection is due to their negligence or lack of supervision.

**12.3** - In the case of processing work, since the Seller is not responsible for the material to be processed, its guarantee cannot be invoked in the case of a defect in the final product, unless it can be clearly demonstrated that the origin of the defect is due to the processes implemented.

**12.4** - Any claim must be addressed to the Seller's sales manager responsible for monitoring the Buyer, or to the quality department of the plant that delivers the Products, as soon as possible in order to contain any consequences thereof. The Buyer's claims with regard to the conformity of the Products shall be analyzed in good faith by the Seller, it being understood that Seller's warranty shall apply only when the non-conformity is recognized and validated by both Parties. The Buyer shall allow the Seller to be able to analyze the non-compliance. The Products returned by the Buyer must be sent to the Seller's plant that delivered the Products. The risks associated with the return of the Product rests with the Buyer until it arrives at the Seller's plants. In case of a demand for a concession/derogation by the Seller, the Parties collaborate in good faith and within reasonable delays with aim to proceed with this demand.

The Seller assumes no liability for claims for amounts less than 1% of the total quantity, or 10 kg by weight, whichever is greater.

**12.5** - In the case of a recognized defective Product, the Seller may only be bound under any circumstances to the reimbursement, repair or pure and simple replacement of this Product by the implementation of logistics means which it alone considers, and without any other compensation whatsoever. Any repairs made on a Product without the Seller's consent, even if Seller recognized its non-conformity, result in the loss of any guarantee, as well as any right to recourse against the Seller. The guarantees defined above exclude the costs related to the assembly and dismantling of the Product as well as any ancillary costs, which remain payable by the Buyer.

**12.6** - The Buyer undertakes to maintain traceability of the products delivered by the Seller in its production or assembly chains, those of its subcontractors or customers.

## 13. LIABILITY

**13.1** - In any event, for a given Order, the Seller's contractual liability is expressly limited to and may under no circumstances exceed a maximum cap corresponding to thirty percent (30%) of the net



invoiced value of the concerned Order, the Buyer waiving on its own behalf, that of its insurers or any third parties, any compensation beyond that amount. It is understood that in the event of partial deliveries of an Order, this limit of liability and financial compensation is applicable per calendar year and is stipulated for the benefit of the Seller, its directors, employees and guarantors, as well as the respective insurers and beneficiaries. Under no circumstances shall the Seller be liable for any indirect, consequential or intangible loss or damage suffered by the Buyer (including business interruption, loss of customers, loss of contracts, loss of reputation, suspension or interruption of business, and any other damage that would not be an immediate and direct result of the Seller's non-performance), or damage suffered by its customers. The Buyer is responsible for avoiding any risk of dependency on its suppliers and establishing the stocks necessary to secure its supplies.

**13.2** - The Seller shall be fully exempted from any contractual liability if the Buyer has not provided the Seller in good time with the elements necessary for the proper execution of the Order, or if the Buyer has provided the Seller with erroneous elements (including drawings, documents, specifications, materials supplied, etc.) which have not enabled the Seller to execute the Order in accordance with what was agreed. In this case, the parties will meet and discuss the terms of an amendment to the Order in order to remedy this situation.

**13.3** - It is agreed that the amount of compensation which may be requested from the Seller by the Buyer or by any other person for a Product intended for use in the nuclear sector (irradiated zone) and recognized as defective after verification of the decontaminated Product, shall be calculated by excluding the costs of decontamination, the addition of costs related to work in the irradiated area, and the extensions of time due to the technique of these works. The Buyer, failing the end customer, shall be responsible for these costs. The alleged defective Products will be presented decontaminated to the Seller, the Buyer being responsible for decontamination costs.

**13.4** - In the event of nuclear damage, whether property damage or bodily injury, arising in the absence of the Seller's supply, the Seller's liability may under no circumstances be sought by any person and at any location whatsoever. The Buyer shall ensure that, in the legislative framework of the country where the Product will be installed, no recourse may be exercised against the Seller for such damages. In the event that such recourse is exercised against the Seller, the Buyer shall guarantee it and replace it for the payment of any sum whatsoever, principal, interest and fees.

**13.5** - In any event, the liability of the Seller, its subcontractors, suppliers, employees and insurers, under the Contract, regardless of the cause thereof, and for any claim whatsoever, shall end upon expiry of the warranty period of Article 12.1.

#### **14. QUALITY - QUANTITY - WEIGHT**

**14.1** - Except in the case of an agreed price in terms of number of items, the Products are sold at weight and any quantity will be invoiced at weighing.

Any dispute based on another method of measuring quantity is unenforceable on the Seller. In the case of a material transformation it is the incoming weight that will be taken into account for invoicing.

**14.2** - Whether delivery is agreed in weight or length, or in number of bulk items, the Seller reserves the right to deliver a quantity that differs significantly from that placed on the Order, this difference not exceeding a tolerance margin of more or less than ten percent (10%).

#### **15. TOOLINGS / PROTOTYPE**

**15.1** - In the case of stamped or forged parts, the Buyer's participation in financing the costs of studying, creating, manufacturing and developing the manufacturing of the toolings will be subject to a separate prior order.

**15.2** - It is understood that the Buyer's financial participation in the tooling costs only gives the Buyer a right to use said toolings in the Seller's plants for the purposes of the execution of its Order and that the Seller retains full ownership of these toolings.

**15.3** - In this respect, the toolings created for the needs of the Buyer remain physically in all circumstances in the Seller's workshops and are, in principle, immune from seizure and non-transferable. The Seller reserves the right to scrap these toolings without prior notice, in the event that it remains more than two years without receiving a new order of sufficient size to justify the assembly thereof.

**15.4** - When the toolings are supplied by the Buyer, the Seller does not guarantee the duration of use of these toolings. Furthermore, if the Seller considers it necessary to make changes for the proper performance of the parts, the costs shall be borne by the Buyer. The Buyer shall replace the toolings at the Seller's request.

**15.5** - The Buyer guarantees the Seller against all the consequences of the actions that may be brought due to the performance of the parts covered by a private right such as patent, design or model filed.

**15.6** - Unless expressly agreed otherwise between the parties, any delivery of toolings and/or prototypes and/or information relating to the toolings and/or prototypes delivered to the Buyer and any receipt of payments by the Seller does not in any way amount to the exhaustion of the Seller's intellectual property rights. To this end, the Seller shall not be deemed to have waived any infringement action against the Buyer, its customers and/or its subcontractors for any ownership, use, repair, toolings and/or prototypes and/or information relating to the Products that the Seller would have delivered to the Buyer under the Order.

**15.7** - The Buyer undertakes to take all necessary measures to avoid infringing or allowing third parties to infringe the Seller's intellectual property rights on the toolings, prototypes and information relating to these toolings and/or prototypes, and to affix on the toolings and/or prototypes and/or documents, samples, prototypes the markings specified by the Seller, to the exclusion of any marking that would be specific to it.

#### **16. RIGHT OF ACCESS TO THE SELLER'S SITES**

**16.1** - Any inspection by the Buyer shall be carried out in accordance with the terms and conditions defined by the Seller. The Buyer must send the Seller a written request with one month's notice before carrying out these checks.

**16.2** - Any such intervention shall be carried out for the sole purpose of verifying the proper execution of the Orders, within the limits of protecting the Seller's know-how and protecting the rights of third parties. The terms and conditions for the Seller of these interventions shall be as determined in Article 4.3 of these GTC.

#### **17. SUBCONTRACTING**

The Seller reserves the right to entrust all or part of the Order to one or more subcontractors of its choice and duly selected by it.

In the event that the Buyer has appointed a supplier ("Directed Supplier") from which the Supplier is to procure, it is understood that in the event of fault attributable to the Directed Supplier (late delivery, quality, etc.), the Supplier's liability to the Buyer may never exceed the amount of collection that the Supplier has previously recovered from the Supplier, less any amounts necessary to compensate the Supplier's loss.

#### **18. OBSOLESCENCE**

In the case of long-term orders, which must be executed over periods of more than 6 months, the Supplier will endeavor to anticipate any obsolescence affecting the Product. In the event of obsolescence no longer allowing the Seller to deliver the Products under the conditions required, the Seller shall inform the Buyer of any possible alternatives following its knowledge of the obsolescence. In the event that the proposed modification related to obsolescence results in excessive costs for the Buyer,





the Parties shall discuss this, it being understood that they reserve the right in such a case to terminate the portion of the Order affected by the obsolescence.

## 19. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

**19.1** - The documents provided by the Seller such as offers, quality plans, specifications, qualification files, and all documents drawn up by the Seller remain the Seller's intellectual property and may not be transmitted to third parties without the Seller's prior written consent.

**19.2** - The data contained in the control and compliance certificates, issued individually, are provided exclusively in order to demonstrate the conformity of the delivered Product. Any result of statistical analysis, regardless of its author, made from the compilation of this data shall remain the property of the Seller and may not be transmitted to a third party.

**19.3** - The Buyer guarantees the Seller against any claims by third parties in relation to intellectual property relating to items that the Buyer has entrusted to the Seller or that the Seller uses at the request of the Buyer in the execution of the Order, and undertakes to assume responsibility for all the consequences (including defense costs) and financial convictions that may result for the Seller. These guarantees, and the resulting obligations, will continue their effects as long as the delivered Products are subject to industrial or commercial exploitation.

**19.4** - Unless expressly agreed otherwise between the parties, the Seller retains the full intellectual property of all the results of the studies, developments, and/or services carried out in respect of the Order, including, in particular, all inventions, documents, software, equipment (ingots, samples, drafts, prototypes, etc.), all information, data and any specific technical or non-technical know-how developed or obtained by the Seller prior to and during the performance of the Order (hereinafter "the Results"), and the Buyer undertakes to take all necessary measures not to infringe or allow third parties to infringe the Seller's intellectual property rights,

and to affix to the documents and materials constituting or including the Results the markings specified to it by the Seller, excluding any markings specific to it.

**19.5** - The Seller does not grant the Buyer any license on the trademarks for the delivery of Products to the Buyer. The Buyer undertakes to take all necessary measures to avoid infringing or allowing third parties to infringe the Seller's intellectual property rights on its trademarks, and to affix to the documents and materials referring to the Seller's trademarks the markings specified to it by the Seller, to the exclusion of any marking that would be specific to it.

## 20. CANCELLATION - TERMINATION

**20.1** - A simple delay in delivery, non-compliance with a procedure, a case of Force Majeure or any external cause or cause of a third party who has made it impossible for the Seller to fulfil its obligations, may never justify any claim for compensation, action for termination or cancellation of all or part of the Order from the Buyer.

**20.2** - Subject to applicable laws, the Contract may be terminated by the Seller as of right in the event that the Buyer is declared in receivership or liquidation of assets; the same shall apply in the event of a significant change in the Buyer's legal situation, which would reduce its solvency. Nevertheless, the termination of the Contract does not affect the receivables already due between the parties.

**20.3** - Any partial or total unilateral termination or cancellation of an Order on the Buyer's initiative during execution for reasons specific to it, shall give rise to the immediate payment by the latter to the Seller of a financial indemnity the amount of which will directly depend, by application of the scale below, on the time chosen by the Buyer to terminate or cancel all or part of the Order concerned in respect of the delivery schedule originally selected. The purpose of this indemnity is to cover the loss of capacity booking, loss of significant business opportunities, administrative management costs.

Financial indemnity table:

Delivery time of the Order (in weeks)

	< 8	8 to < 16	16 to < 20	20 to < 24	24 and >
Termination period (From date of the Acknowledgement of Receipt of the Order)					
< 2 weeks	20%	15%	10%	10%	10%
≥ 2 to < 4 weeks	75%	75%	40%	35%	35%
≥ 4 to < 8 weeks	85%	85%	75%	55%	45%
≥ 8 to < 16 weeks			85%	75%	60%
≥ 16 to < 20 weeks				85%	75%
≥ 20 to < 24 weeks					85%

**20.4** - In addition, and regardless of the cause of termination of an Order or set of Orders, whether due to a failure by the Seller, the Buyer must always take delivery and pay for the Products manufactured and stored or in the process of production on the date of termination and reimburse the Seller, upon presentation of supporting documents, as well as assume and compensate the Seller for any sum that the Seller may have paid to its own suppliers or subcontractors in respect of any cancellations of contracts or corresponding Orders. The payment, if any, received by the Seller in respect of the terminated Order shall remain acquired in any circumstances and shall not be subject to any return to the Buyer or compensation from the latter. In the event that the Seller's fault gives rise to a right of termination in favor of the Buyer, the Seller shall not be required to bear the costs of research and qualification by the Buyer of a new source of production of the Products, nor to bear any other additional costs incurred by the Buyer as a result of such termination.

**20.5** - The Seller has an exceptional right to terminate an Order in case of Force Majeure.

## 21. REACH

**21.1** - In accordance with REACH Regulation no. 1907/2006, the Buyer undertakes to communicate in writing to the Seller all the uses envisaged by itself, identified by its own customers, or, where applicable, by the Users upstream. For this purpose, the Buyer shall provide at least a brief general description of each Use, in order to contribute to the establishment of any Registration Request, and to the establishment of the Safety Data Sheets. Failing that, the Seller shall not be held liable for any reason whatsoever as a result of the Seller's failure to take into account any Use for the Registration or the establishment of Safety Data Sheets.

**21.2** - The Seller shall pre-register and/or register Substances contained in or comprising the Product which it manufactures or imports with the European Chemicals Agency, taking into account



the Uses identified by the Buyer and which have been communicated to the Seller.

**21.3** - It shall ensure, within the limits of its obligations under the REACH Regulation, that the Substances contained in or made up of the product manufactured or imported by its own suppliers are or will be pre-registered and/or registered by the latter within the required time limits taking into account the Uses identified by the Buyer. In any event, the Buyer may not in any way seek the Seller's liability for failure by its suppliers to comply with their obligations under the REACH Regulation, resulting in the Seller's inability to provide temporary or final supplies.

**21.4** - If a Substance contained in or made up of the Product sold becomes subsequently subject to authorization or limitation, the Seller shall inform the Buyer thereof. The Seller and the Buyer shall meet as soon as possible to analyze the availability of alternative solutions, to examine the risks they involve, and their technical and economic feasibility, and to consider the steps to be taken in the Contract (continued performance, sustainability of the use by the customer). In any event, the impossibility of continuing the performance of the Contract, temporarily or definitively, due to a limitation or absence of authorization for the Substances contained in or made up of the product, shall be considered as a force majeure event exonerating the Seller from any liability relating to said impossibility of performance.

## 22. EXPORT CONTROL

Certain products may be subject to foreign, European or national import and export regulations. Unless otherwise agreed, the Seller undertakes to carry out the necessary steps to obtain the required export documents. The Buyer undertakes to provide the Seller with any documents requested by the competent authorities. Any delay or failure to provide the required documentation will de facto result in a postponement or absence of liability of the Seller in this respect, as well as the Seller's right to claim the indemnification of the consequences of this defect. The Seller's liability may not be incurred in the event that an export license was not granted or subsequently withdrawn.

The Seller undertakes not to export the products delivered by the Seller to a country that is part of the list of countries declared under embargo by the US and/or European authorities.

## 23. DATA PROTECTION

The applicable legislation (hereinafter "Applicable Law") on data protection includes (i) European Directive 95/46 on the protection of persons with regard to the processing of personal data and on the free movement of such data (ii) European Regulation 2016/679 on the processing of personal data from its date of application, and (iii) any other law on the processing of personal data applicable during the term of the Contract.

Each party must comply with its obligations under the Applicable Data Protection Laws applicable to the performance of the Contract with respect to its respective role as described below:

- "Data Controller" means the Buyer who determines the purposes and means of processing personal data.
- "Data Processor" means the Seller who is authorized to process on behalf of the Buyer the personal data necessary to provide the service(s) which is the subject of the Contract
- "Personal Data" means any information relating to an identified or identifiable natural person.

The Buyer shall act as Data Controller and the Seller shall process the Personal Data only on behalf of the Buyer. The Seller shall process the personal data in accordance with the written instructions of the Buyer and only for the purposes of the performance of the contractual relationship.

In the absence of a more precise provision of the Buyer, the Seller:

1. Takes appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss, destruction or deterioration of personal data to ensure an appropriate level of security for:
  - a. Damage that may result from unauthorized or illegal processing or accidental loss, destruction or damage; and
  - b. The nature of the personal data to be protected.
2. Keeps a written register of all categories of processing activities carried out on behalf of the Data Controller including (i) the name and contact details of the Data Controller (ii) the categories of processing carried out (iii) where applicable, transfers of personal data to a third country or to an international organization (iv) a general description of the technical and organizational security measures put in place.
3. Undertakes to cooperate with the Buyer to enable the Buyer to assess and document the compliance of the processing of personal data carried out under this Contract, taking into account the nature of the processing and personal data.
4. Shall not subcontract performance of the contract and shall not share the Buyer's personal data with third parties without the Buyer's prior express written consent.
5. Shall not use third parties located in countries outside the European Union without the Buyer's prior express written consent.
6. Notifies the Buyer of any personal data breach within a maximum of 48 hours after becoming aware of it and by e-mail. This notification must be accompanied by any useful documentation in order to enable the Data Controller, if necessary, to notify the competent supervisory authority (the description of the nature of the breach, the categories and number of data subjects, the description of the likely consequences of the breach, the description of the measures taken to remedy the breach, including, where appropriate, the measures to mitigate any negative consequences, etc.).

The Seller makes available to the Buyer the documentation necessary to demonstrate compliance with all its obligations and to enable audits to be conducted, including inspections, by the Data Controller or any other auditor that it has appointed.

In the event of termination or expiry of the Contract, the Seller shall cease any processing of the Buyer's personal data and shall return and/or delete the Buyer's personal data in accordance with the Buyer's request.

## 24. ETHICS AND COMPLIANCE

Each Party must comply with all national and international laws and regulations applicable to its activity, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, labor, export control, health and safety and / or economic sanctions and must not undertake or cause to be undertaken any activity that is illegal or unlawful under any Law. If a Party fails to comply with such laws and regulations, such failure is deemed to constitute a material breach of its respective obligations under this Contract which may result in the termination of the Contract under the conditions mentioned in the corresponding clause of the agreement.

Each Party shall put in place all necessary means, processes and actions and do all things necessary to ensure its respective compliance with all applicable laws and/or regulations.

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Aubert & Duval, French simplified Joint Stock Company recorded in the Companies Registered of Nanterre under number 380 342 808. Headquarters at 12, Rue d'Oradour sur Glane, 92130 Issy-les-Moulineaux, France.



Each Party warrants that neither it nor any person under its responsibility or acting in its name or on its behalf and / or any subcontractor and / or supplier involved in the performance of the Contract has granted or will grant any offer, remuneration or payment or advantage of any kind whatsoever constituting or likely to constitute an act or attempt of corruption, directly or indirectly, for the purpose of or in consideration of the awarding/execution of the Contract and/or any other advantage. As such, each Party will immediately report to the other Party any suspicion or act of corruption behaviour or related facts.

Each Party reserves the right to request at any time immediate communication from the other Party of the necessary elements to establish that it has complied with Anti Bribery laws throughout the period of execution of the Contract.

Each Party shall also ensure its compliance with the principles set forth in the other Party's ethics charter or code of conduct.

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or adopted notably by the U.S., E.U. (or its respective Member States) and U.N. (collectively "Sanctions").

Each party warrants that no delivery shall transit or be destined for countries under Sanctions.

Each Party further represents and warrants that it will not make/request payment through or via such country, bank, or other entity or body or facility in violation of any applicable Sanctions, including people/ entities under sanctions as part of the contractual chain.

Each Party hereby agrees to indemnify, defend and hold harmless the other Party and its officers, directors and employees from and against any and all claims, demands, damages, costs, penalties and fines arising in connection with any alleged breach by such Party of this article.

## **25. JURISDICTION – APPLICABLE LAW**

**25.1** - Any dispute between the parties relating to the existence, validity, interpretation, execution of the Contract/Order, or any of their clauses, which the parties cannot resolve amicably, is exclusively submitted to the courts of Paris, France.

**25.2** - The Contract/Order is subject to French law, to the exclusion of its conflict of law rules.

**1<sup>st</sup> of April 2023**

