

1. General Provisions

These General Terms and Conditions of Purchase apply to any order issued by an entity of the Esaris Industries Group (hereinafter referred to as the "Buyer") to the supplier (hereinafter referred to as the "Supplier"), hereinafter referred to as the "Parties," as well as to any legal entity (in particular companies, associations, subsidiaries, etc.) that is directly or indirectly, in fact or in law, in a position to control, be controlled by, or be under common control with either of the Parties. Compliance with delivery deadlines constitutes an essential contractual obligation of the Supplier, overriding any general terms and conditions of sale it may have. The acceptance of the Buyer's orders constitutes unconditional adherence by the Supplier to these terms, except for specific provisions signed between the Parties or expressly indicated on the Buyer's orders. The Buyer's acceptance of specific conditions that deviate on certain points from these General Terms and Conditions of Purchase does not constitute a waiver of the other provisions of these General Terms and Conditions of Purchase.

2. Orders

Only orders issued on the Buyer's letterhead and indicating a unique order number shall be deemed valid. Each order must be acknowledged within five working days. The Supplier must conduct a detailed review of the Buyer's order and confirm the general and specific provisions of said order. If the Supplier fails to reject the order within this period, the order shall be deemed unconditionally accepted. However, the Buyer reserves the right to cancel any order without compensation and without notice if it has not received the Supplier's acknowledgment within five working days after the date of sending said order. In the event that the Supplier's acknowledgment presents modifications deemed material and unacceptable, the Buyer reserves the right to cancel said order with immediate effect and without compensation. Any modification to the terms of the order must be the subject of a written amendment by the Buyer.

3. Prices

Prices are firm, fixed, and not subject to revision except for specific clauses accepted by the Parties. Unless otherwise stipulated, prices are in Euros, and the applicable Incoterm will be DDP, at the address communicated by the Buyer at the time of the order, according to Incoterms® 2020. The applicable VAT regime is that of the current legislation. These prices include all costs and expenses incurred by the Supplier for the execution of the order, including any travel expenses to visit the Buyer's sites, transportation costs, packaging, and packaging adapted to the transport and storage of the Product.

4. Delivery

Goods must be delivered or services performed on the dates agreed between the Buyer and the Supplier. These dates are mandatory and are understood to mean goods delivered (or services performed) to the delivery address indicated on the Buyer's order. Compliance with delivery deadlines is an essential obligation. In the event of default by the Supplier, and after a formal notice sent by registered letter with acknowledgment of receipt remains unheeded, the Buyer may automatically terminate the order without any compensation being due to the Supplier. Early deliveries may only be made with the Buyer's agreement. Deliveries shall be made to the address indicated on the Buyer's order according to the Incoterms indicated on the order. In the absence of precision regarding the Incoterms applicable to the order, the Incoterms DDP shall apply. Orders must be accompanied by a Delivery Note indicating: the references and date of the purchase order, the number of the lines concerned, the designation of the supplies in accordance with the description of the lines of the purchase order, the quantity, the detail of the consigned or invoiced packaging if the consignment and invoicing of the packaging are expressly provided for in the purchase order, certificates and other inspection or compliance documents as specified in the purchase order. The supply shall be delivered in compliance with the standards and regulations in force in France on the date of delivery. It shall be delivered with the necessary documentation for its use, storage, and maintenance, certificates, and other control documents as indicated in the purchase order. Otherwise, the supply may not be accepted. The Supplier undertakes to take the

necessary measures to prevent any damage that may occur during transport, loading, and unloading. To this end, the Supplier undertakes to package the goods according to the instructions communicated by the Buyer as well as in accordance with the rules of the art and current practices. Specific requirements may be issued and will be the subject of specific specifications.

5. Transfer of Ownership - Transfer of Risks

Transfer of ownership occurs as soon as the goods are physically identifiable, in whole or in part. In the absence of a contrary stipulation at the time of the order, the transfer of risks occurs according to the Incoterms DDP, i.e., at the time of delivery to the Buyer. The risks related to transport to the Buyer's establishments are therefore the responsibility of the Supplier, who shall ensure that it is validly insured for this purpose. Any retention of title clause by the Supplier shall only be binding upon the Buyer.

6. Late Delivery Penalty

Any delay in delivery will automatically result in the application of a late delivery penalty to the Supplier, calculated using the following formula, unless otherwise specified in the special condition: $P = V \times R / 1000$ where P = amount of penalties, V = value of the delayed supply, R = number of calendar days of delay. The application of these penalties will be automatic without the need to notify the Supplier in advance or to send a formal notice and without prejudice to the Buyer's right to terminate the contract or to claim damages.

7. Termination

In the event of partial or total non-performance by the Supplier of any of its contractual obligations, the Buyer reserves the right, after formal notice by registered letter with acknowledgment of receipt, which remains unheeded, effect within a period of fifteen days to notify the Supplier in writing of the termination, in whole or in part, of the purchase order for cause attributable to the Supplier. The Buyer also reserves the possibility of claiming damages for the prejudice suffered. The Buyer may also terminate the order for convenience by giving a written notice of 15 days sent by registered letter with acknowledgment of receipt to the Supplier. Upon receipt of this notification, the Supplier shall immediately cease any ongoing manufacturing work covered by this termination notification. The Buyer shall reimburse the Supplier for the actual and non-recoverable manufacturing costs incurred up to the time of termination, within the limit of the price of the product in question.

8. Invoice - Payments

Unless otherwise provided, the Supplier may not issue its invoice until the Buyer has received the goods/services under the order. Invoices sent by the Supplier must recall the order number, the product line numbers delivered, and the number(s) of the delivery note(s). Unless otherwise specified, payment of invoices is made by bank transfer, 45 days end of the month, from the date of issue of the invoice. Payment shall not constitute final acceptance of the goods, nor shall it constitute a waiver of any warranty claims or guarantees.

9. Products Entrusted by the Buyer to the Supplier for Processing

The Supplier is responsible for all elements (including but not limited to products, raw materials, components, machines, diagrams, testers) entrusted to it by the Buyer as part of a subcontracting service or any other type of service. As such, the Supplier shall take all necessary measures to secure the integrity of the parts entrusted to it during its manufacturing process, during their storage, and during their transfer. In the event of total or partial destruction or deterioration of the elements entrusted to it by the Buyer, the Supplier shall indemnify the owner of the items for any and all damage resulting from this event, including but not limited to the costs of re-manufacturing or replacing the elements, without being entitled to invoke any limitation of liability or insurance deductible. Furthermore, the Buyer shall not be responsible for any damage suffered by the Supplier or a third party resulting from, caused by, or in which one or more of the entrusted elements played a role.

The Supplier shall guarantee and hold the Buyer harmless from any liability action brought by a third party, a subcontractor, or an employee of the Supplier in this context. Therefore, the Supplier shall ensure that it is validly insured for this purpose and shall justify this to the Buyer upon simple request.

10. Tooling and Means Provided

The plans, technical specifications, specific documents, or various means (production tooling, control tooling, test means, etc.) provided or paid to the Supplier for the execution of the order are the exclusive and non-seizable property of the Buyer. As such, they shall be permanently marked by the Supplier, unless already marked, indicating this ownership. They may not be given to third parties without the explicit and written agreement of the Buyer. These documents and means are intended for the exclusive execution of the Buyer's orders. The Supplier undertakes to keep them at its own cost and risk to maintain them in good condition, and to take out all necessary insurance for this purpose. The Supplier shall provide the insurance certificate to the Buyer upon simple request. These means shall be returned in good working condition upon simple request by the Buyer, without the Supplier being able to claim any compensation. The Supplier shall ensure that the elements returned to the Buyer are packaged in accordance with the instructions communicated by the latter or, failing that, in accordance with the rules of the art to avoid any degradation.

11. Confidentiality

The term "Confidential Information" refers to all non-public information communicated by the Buyer to the Supplier, in any form, within the framework of the contract and which relates in particular to tariff and logistical conditions, plans, drawings, or sketches concerning or necessary for the design, manufacture, or development of a Buyer's product, patent(s), patent application(s), manufacturing techniques and know-how, samples, and other data and information whether marked or not as confidential. Furthermore, all information that will be disclosed or to which the Supplier may have access, including during visits to the Buyer's premises, or that may be obtained by examining, testing, or analyzing samples, software, or materials shall be considered and treated as Confidential Information. The Supplier acknowledges that the Confidential Information is communicated for its exclusive use and solely for the purpose of enabling the performance of its services. Therefore, the Supplier shall protect the information with at least the same level of care as it uses to protect its own confidential information, and no less than a reasonable degree of care, as it would use to protect its own confidential information, in order to avoid any unauthorized use, dissemination, or publication of said Confidential Information or the product or part of the product and process to which it refers. The Supplier undertakes not to disclose the Confidential Information to any third party, and the Supplier shall use this Confidential Information only internally and solely for the purpose of meeting the Buyer's request. The Supplier acknowledges that the written data is and shall remain the property of the Buyer. The Supplier undertakes to return all Confidential Information upon simple request by the Buyer. Notwithstanding the foregoing, the Supplier may retain a copy of the Confidential Information insofar as this retention is required to comply with laws, regulations, or professional standards in force (including all standards relating to the backup storage of electronic data); provided, however, that the Confidential Information thus retained is held in compliance with this clause, and provided further that access to this Confidential Information is limited to persons who must have access to ensure this compliance. The Supplier acknowledges having been informed that the Confidential Information disclosed under this contract may be subject to export restrictions. Any transfer by the Buyer and/or use or disclosure by the Supplier of this Confidential Information shall be carried out in compliance with all applicable laws and regulations on exports. The Supplier must clearly identify the Confidential Information subject to export restrictions using a specific stamp or legend and, where appropriate, affix the number of the license or agreement on the front of this Confidential Information. The Supplier may not use said Confidential Information and all products referring thereto for marketing, exhibition, publication, or more generally for any use whatsoever, without the written agreement of the Buyer. In this regard, the Supplier is prohibited from selling, using, or transferring any Confidential Information and product referring thereto to anyone without the written agreement of the Buyer. The obligations defined in this article

shall continue to apply to confidential information received before the expiration or termination of the contract, and this for a period of ten (10) years after the expiration or termination of the contract.

12. Intellectual Property

The Supplier guarantees the Buyer against all third-party claims in the field of industrial, literary, or artistic property for the elements it delivers and undertakes to bear all the consequences and financial penalties that may result for the Buyer. In the case of a purchase order for a study, the Buyer acquires full ownership of the results of the purchase order, in whatever form, and in particular, of the files, plans, technical notes, drawings, models, prototypes, tooling, and any element of know-how necessary to obtain the ordered results. In the event that the results are eligible for industrial protection, only the Buyer may file in its name and at its expense any application for an industrial property title. The Buyer strictly prohibits any publication or advertising of any kind on its products or the company without its formalized agreement. Finally, the Supplier undertakes not to use, reproduce, communicate, or disclose the elements of intellectual property to third parties without its authorization.

13. Standards Management

The management of standards, normative documents, and regulations with the correct indices is the responsibility of the Supplier. The Supplier shall, as such, alert the Buyer if it deems it necessary.

14. Obsolescence

The Supplier is required to systematically and promptly and without delay inform the Buyer of any notice of obsolescence or modification reported by its subcontractors concerning the components, raw materials, or processes used in the products that are sold to the Buyer. If necessary, the Supplier undertakes to build up sufficient stock to enable it to execute the contract as well as any new orders from the Buyer over a period of 12 months and to honor its warranty obligations. The Supplier also undertakes to propose suitable and viable alternatives within a reasonable period not exceeding 12 months.

15. Warranties - Non-Conformity

The Supplier guarantees the supply of products in accordance with the specifications indicated by the Buyer on its order and is responsible for carrying out the tests provided for in the specifications or by the rules of the art. The Supplier, being subject to a performance obligation, is fully responsible for the conformity of the goods, products, or services provided to the Buyer, even if these conformity defects or failures are not detected during the tests. The Supplier shall be considered fully responsible to the Buyer for all direct or indirect, material or immaterial damage resulting from any possible non-conformity and lack of quality of the goods, products, or services delivered, both in qualitative and quantitative terms, and consequently undertakes to fully indemnify the Buyer for the damages suffered, including the penalties imposed on the Buyer by its own customers as well as the costs incurred to recall, correct, and replace the non-conforming products. The Supplier undertakes to demand from its own Suppliers the same requirements that are demanded by the Buyer and/or by the Buyer's customers. As part of the processes qualified and imposed by the Buyer's customers, the Supplier undertakes to provide the Buyer with all the documents demonstrating that the process used complies with the requirements of the Buyer's customers and their qualifications. The Supplier shall also ensure the preservation of the products during production, storage, and transport from any contamination by foreign bodies. It shall implement the necessary and sufficient means for the prevention, detection, and removal of said foreign bodies. Furthermore, the Supplier undertakes, in the event of non-conformity of one of its products, to implement all the necessary means for the rapid resolution of the non-conformity. It shall comply with the Buyer's documentary requirements and/or normative standards in terms of non-conformity management. The parts/products or services of the Supplier identified by the Buyer as non-conforming shall be:

- Either rejected and returned to the Supplier at its own expense, unless collected by its own means within 48 hours after receipt of the non-conformity declaration;
- Or accepted without rework by written and express derogation from the Buyer;
- Or reworked by the Buyer's services at the Supplier's expense or replaced or reworked by the Supplier itself within the indicated deadlines. Non-conformity management fees may be charged to the Supplier to contribute to the costs of processing said non-conformity. In the case of non-conformity found at the Supplier's premises, it shall be the subject of a written derogation request prior to any rework or repair. If delivery is authorized, the lot in question shall be isolated and identified. It shall obligatorily be accompanied by the written derogation accepted by the Buyer. Otherwise, the products shall be destroyed.

16. Hidden Defects - Counterfeits

Notwithstanding the provisions of the "Non-Conformity" article above, any action relating to possible hidden defects, malfunctions, or counterfeits that appear during use, whether initiated by the Buyer or a third party, shall be governed exclusively by the applicable legal and regulatory provisions. Counterfeiting shall mean any unauthorized copy, imitation, substitute part, or modified part (for example, material, part, component) knowingly presented as an original part from the designer or authorized manufacturer. The Supplier shall plan, implement, and control its processes appropriately to prevent any supply to the Buyer's entities or use of a counterfeit part or part suspected counterfeit. The Supplier shall guarantee and hold the Buyer harmless from any action for hidden defects or counterfeiting brought against it by its own customers or third parties.

17. Safety

The Supplier undertakes to implement the necessary and sufficient provisions to guarantee the safety of the product, without posing any unacceptable risk of harm to persons or property. It shall ensure that its personnel are made aware of their contribution to the compliance and safety of the product and the importance of ethical behavior. The Supplier in the European Union must comply with the European Regulation (EC No. 1907/2006 - REACH) concerning the registration, evaluation, authorization of chemicals, as well as the restrictions applicable to these substances. The Supplier shall inform the Buyer in writing and without delay of any risk of using a substance from the REACH candidate list of substances for and/or in the manufacture of the products that are sold to it and propose an alternative solution to ensure the continuity of deliveries to the Buyer. The Supplier that imports products from outside the European Union must fulfill its REACH obligations. In the event of a breach of any of its obligations, the Supplier is required to indemnify the Buyer and protect it from any claim, cost, expense, or liability that the Buyer may incur as a result of this breach. The Supplier undertakes to retain all records for a minimum of ten (10) years, unless specific requirements are indicated by the Buyer on its orders.

18. Right of Access

As the Buyer's orders may be monitored by its customers, the end-user, as well as by the official services, access to the premises, data, and documents relating to the execution of the order and necessary for their monitoring action must be authorized by the Supplier, which the Supplier expressly accepts and agrees to comply with.

19. Sustainable Development

The product shall comply with the regulations and standards in force in terms of hygiene, safety, and the environment, particularly with regard to hazardous substances and preparations (RoHS, REACH, etc.), waste (packaging, WEEE, etc.), electrical protection, electromagnetic/ionizing/optical radiation. The Supplier undertakes to inform the Buyer of any non-compliance with the aforementioned regulations.

20. Corporate Social Responsibility (CSR)

The Supplier undertakes to respect all national and/or international laws and regulations governing its production and delivery of products intended for the Buyer. It ensures that all subcontractors within its supply chain or under its responsibility respect said laws and regulations. These include, in particular, laws governing labor, employment, workforce, business practices and ethics, competition, social protection, hygiene, safety, and the environment. Furthermore, the Supplier undertakes to implement an environmental protection policy and, in particular, to preserve natural and energy resources, reduce waste production, and combat climate change by reducing its greenhouse gas emissions. As the transportation of goods has a high environmental impact, the Buyer's carriers and suppliers' carriers are required to commit to and implement a robust and effective CSR policy.

21. Changes in the Supplier's Legal Situation

The Supplier undertakes to declare to the Buyer, within 15 days of its occurrence, any change in the composition of its capital, its management, its legal form, or its financial condition or structure, as well as any judgment to which it may be subject, such as court-ordered reorganization or liquidation proceedings. The Buyer shall be entitled to terminate the contract without any liability or indemnity, in the event of a change of control of the Supplier or a change in its management.

22. Liability - Insurance

The Supplier undertakes to fully indemnify and hold harmless the Buyer against any and all consequences of damage (including costs and subsequent convictions in the event of legal proceedings) to persons, property, and intangible assets, whether during or after the execution of the contract, resulting from acts or omissions on its part, its subcontractors, employees, and agents, or resulting from its products or those of its subcontractors. The Supplier shall take out and maintain in force insurance covering its civil liability insurance (covering operational and post-delivery liability, including material, immaterial, consequential, and non-consequential damages) and shall be able to provide evidence thereof at any time upon simple request by the Buyer.

23. Force Majeure and Unforeseen Circumstances

Under this contract, the following shall be deemed Force Majeure events: internal or external strikes to the company, riots, war, mobilization, decisions of public authorities, fires, water damage, explosions, natural disasters, as well as all unforeseeable, unavoidable events beyond the reasonable control of the defaulting Party that make it impossible to fulfill its obligations in whole or in part. The Party invoking Force Majeure shall take all reasonable steps to limit the prejudicial consequences of this event for the other Party and to inform it of the occurrence of a force majeure event at the latest within five (5) calendar days of the occurrence of the event. Any obligations that cannot be performed due to the occurrence of such a Force Majeure event shall be suspended for the duration of said event by the occurrence of a case of force majeure shall be suspended during the duration of this event. However, the Buyer may terminate, without compensation, the contract in the event of non-performance by the Supplier of its obligations following the occurrence of a force majeure event whose duration exceeds one month from its notification to the Buyer. The Parties expressly waive the application of Article 1195 of the French Civil Code and agree to bear all economic and financial consequences of any unforeseen circumstances as defined therein.

24. Miscellaneous Provisions

This Contract is entered into on a strictly personal basis (*intuitu personae*), in consideration of the Supplier's specific qualities, expertise, and commitments. Consequently, the Supplier may not assign, transfer, delegate, or subcontract to any person or entity all or part of its rights or obligations under the order without the prior written consent of the Buyer, which may be withheld at its sole discretion. If any provision of the order is held to be null and void, it shall not affect the validity of the other provisions of the order. The

Buyer's waiver to enforce any breach of a provision of the order or its silence may not be interpreted as a waiver of said provision or any other provision, nor even affect the validity of the contract or the Buyer's right to subsequently claim the application of said provision or the contract itself.

25. Applicable Law and Jurisdiction

All the Buyer's orders are governed by the provisions of French Law, excluding its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG), dated April 11, 1980, shall not apply. In the event of any dispute or controversy relating to said orders, the Courts of Strasbourg shall have exclusive jurisdiction. This jurisdiction clause shall apply even in the case of summary proceedings, third-party claims, multiple defendants, or whatever the place or method of payment.