

**GENERAL TERMS AND CONDITIONS OF SALES  
FOR PRODUCT SUPPORT & SERVICES**
**1. DEFINITIONS**

The following capitalized terms, singular or plural, used in these general terms and conditions of sales (hereinafter "GTS") shall have the meanings set forth below:

"Customer" means the person or entity receiving the Offer from the Seller and issuing the Order.

"Order" means any order, whatever its form, issued by the Customer and expressly accepted in writing by the Seller for the purchase of Supplies, which notably includes the description of the Supplies, their price and (if relevant) a reference to the Offer applicable to the Supplies.

"Offer" means the proposal document issued by Seller to Customer which includes the Supplies description and price.

"Party(ies)" means the Seller and/or the Customer.

"Product(s)" means any good(s) whatever its nature identified in the Order/ Offer.

"Seller" means the legal entity selling the Supplies described in the Order.

"Service(s)" means any service(s) identified in the Order/ Offer.

"Supply(ies)" means Product(s) and/or Service(s).

**2. SCOPE OF THE GTS**

2.1. These GTS set forth the terms and conditions governing the sale of Supplies by Seller, whether or not the Order refers to the Offer.

2.2. The sale of Supplies by the Seller shall be exclusively governed by these GTS together with any specific conditions and technical specifications agreed to in writing between the Seller and the Customer.

These GTS exclude and prevail over any Customer's general terms and conditions of purchase, notwithstanding anything to the contrary and regardless whether or when the Customer has submitted its Order or such terms. Fulfillment of Customer's Order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these GTS.

Any Order issued by Customer implies its full acceptance of these GTS and waiver of its own terms and conditions.

2.3. The sale of Supplies by Seller to the Customer shall be governed by the documents listed below which shall apply in the following order of precedence:

- a) the Order;
- b) if applicable, the contract covering the sale of Supplies;
- c) these GTS.

2.4. These GTS may only be amended or modified in a writing which specifically states that it amends these GTS and is signed by an authorized representative of each Party.

**3. OFFERS**

Unless otherwise specified in the Offer, any Offer issued by Seller shall only be valid for a period of one (1) month from the date of issuance of such Offer and shall in any case always be subject to availability of stock.

**4. ORDERS**

4.1. All orders issued by the Customer will only be binding and enforceable against Seller upon their written acceptance by Seller and, where applicable, the receipt by Seller of all necessary export/import licenses and relevant authorizations and any due down payment.

The Customer shall obtain at the appropriate time any authorization, license or approval from the relevant administrative authorities that Seller is not expressly responsible to obtain as per the Order. Customer shall in particular be fully responsible for obtaining any required import license or complying with any foreign currency control requirements and shall keep the Seller informed on the progresses of such duties.

4.2. Orders must contain the Offer references. The Customer shall provide Seller in due time with all the information, details, directions, plans, materials, tooling, authorizations, specifications, freight forwarder contact details and more generally anything that shall be necessary to Seller for the performance of its obligations under the Order and which does not fall under Seller's responsibility per the Offer.

4.3. The Customer shall remain responsible for the choice of the Supplies and fitness for their intended use and for all specifications communicated to Seller. Unless otherwise expressly rejected in writing within 48 hours of their issuance, the Customer will be deemed to have accepted any specific terms included in the Order acceptance issued by Seller.

4.4. Any Order modification shall require the Seller's prior written agreement. Any Order modification accepted by the Seller may result in price and delivery lead-time adjustments and shall only become effective when the Seller and the Customer have agreed in writing on such adjusted conditions.

4.5. An Order may only be suspended or terminated with the Seller's prior written approval. In case an Order is suspended or terminated, the Customer shall pay to the Seller any costs, expenses and damages (including non-recurring investments and costs) incurred by Seller as a consequence of such suspension or termination.

**5. MODIFICATIONS OF SUPPLIES**

5.1. Seller may, during the performance of the Order, apply to the Supplies any modification made necessary by imperative circumstances such as changes to the applicable technical standards or manufacturing methods, changes in law or regulations affecting the conditions of performance of the Order, provided however that the essential characteristics of the Supplies remain unchanged. If these modifications have an impact on the performance conditions of the Order, in particular with regards to prices or delivery leadtime, the relevant conditions will be adjusted by way of formal amendment to the Order signed by the Seller and the Customer.

5.2. If a modification to the Supplies is requested by the Customer, the Seller shall communicate to the Customer the revised conditions, including for price and delivery leadtime, under which such modifications can be implemented. The Seller will not undertake any modification until the Order has been amended in accordance with article 4.4 above to take into account the revised conditions.

**6. DELIVERY**

6.1. Incoterms

Unless expressly agreed in writing otherwise by the Seller and the Customer, the Supplies are delivered FCA (ICC Incoterms, 2020) Seller's facilities.

6.2. Transfer of Risks

Risks of loss of the Supplies shall be transferred to the Customer upon their delivery in accordance with the Incoterms defined in article 6.1 above. Customer shall subscribe the insurance policies necessary to cover damages to or caused by the Products upon their delivery.

6.3. Transfer of Title

Title to the Products shall pass to the Customer upon full payment of the price for such Products. If before title to the Products passes to the Customer, the Customer fails to make any payment, the Seller shall have the right to request the Customer to immediately return, at its own costs, the Products in its possession.

Until title to the Products has passed to the Customer, the Customer shall notify the Seller immediately if the Products become subject to any incident, store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Seller's property and shall not resell, transfer or grant any rights whatsoever upon such Products.

#### 6.4. Delivery Dates

Delivery dates indicated in the Order or the Order's confirmation are indicative and not binding and shall not constitute an obligation for Seller. Furthermore, the time period for delivery will be automatically extended in the following events:

- a) the performance of the Order requires the use of material or components that are commonly difficult to procure;
- b) delays attributable to a supplier imposed by the Customer to the Seller;
- c) modification of the Order or applicable specific conditions;
- d) Customer's failure to provide the Seller with adequate information, approval or any other instructions that are relevant to the performance of the Order;
- e) an event of Force Majeure (as defined in article 12) occurs.

### 7. INSPECTION AND REJECTION OF NONCONFORMING SUPPLIES

7.1. Customer shall inspect the Supplies upon delivery. Customer will be deemed to have accepted the Supplies unless it notifies the Seller in writing of any nonconforming or missing Supply within ten (10) working days of its delivery and furnishes the references of the Order, the delivery slip date and such written evidence or other documentation as required by Seller.

7.2. Allegedly nonconforming Products shall be returned to Seller at Customer's costs and risk. If Seller's inspection reveals, to Seller's reasonable satisfaction, that Supplies are nonconforming or missing, Seller shall, in its sole discretion and at its expense, repair or replace nonconforming Supplies or provide missing Supplies. Seller shall ship to Customer, at Seller's expense and risk, the repaired, replaced or missing Supplies.

The remedies set forth in this article 7.2 are Customer's sole and exclusive remedies and Seller's entire liability for the delivery of nonconforming or missing Supplies.

7.3. A claim under the provisions of this article 7 shall not relieve the Customer from its payment obligations in relation to the Supplies subject to such claim.

### 8. PRICE

8.1. The price of the Supplies shall be the price set out in the Order based upon the Incoterm defined in article 6.1 above.

8.2. The prices are exclusive of all taxes, sales, use and excise taxes, including value added tax and any other similar taxes, duties and charges of any kind imposed by any governmental authority which shall be paid by the Customer.

8.3. Prices may be modified in accordance with article 5 or, if applicable, the revision provisions contained in the Offer and/or Order.

### 9. PAYMENT

9.1. The Seller shall invoice the Customer for the Supplies in accordance with applicable regulations. Invoices will be sent to the Customer at the address indicated on the Order.

9.2. The Customer shall pay all invoiced amounts due to the Seller within thirty (30) days from the issuance date of Seller's invoice.

9.3. If, at any time, the Customer fails to make any payment by the due date or the Seller determines in its sole discretion that the Customer's financial condition or creditworthiness is inadequate

or unsatisfactory, then in addition to Seller's other rights, Seller may for outstanding and future Orders require the Customer to pay on a cash in advance or cash on delivery basis and/or request the Customer to provide any adequate payment guarantees (standby letter of credit...).

Failure to pay an invoice in due course will automatically accelerate the due date of all amounts owing by Customer to Seller which shall be entirely and immediately paid by the Customer.

9.4. If the Customer fails to make any payment due to the Seller by the due date, then the Customer shall pay interest on the overdue amount at the rate of one-half percent (1.5%) for each thirty (30) day period or portion thereof (but not more than the maximum rate of interest allowed by applicable law), from the due date of such invoice until the date on which Seller receives payment in full. Customer agrees that if it fails to pay when due any amount owed to Seller, Customer will also reimburse Seller for all costs that Seller incurs to collect such unpaid amount.

9.5. Customer shall not withhold any payment or set off any amounts due and payable by reason of any claim or dispute with the Seller, whether relating to Seller's breach or otherwise.

9.6. More generally, Customer shall not offset, recoup or debit any amounts owed to Seller against any other amount owed to the Customer by Seller unless expressly authorized in writing by Seller to do so.

9.7. Subject to applicable laws and regulations, if the Customer fails to pay any amounts owed by Customer to Seller within 5 calendar days following written notification issued by the Seller, the Seller may, without limiting any other rights or remedies it may have, set off any amount owing to the Seller by the Customer against any amount payable by the Seller to the Customer.

### 10. SUSPENSION – TERMINATION

10.1. In the event the Customer is in breach of any of its obligations (including failure to pay any due amount), then Seller shall, with immediate effect by giving written notice to the Customer, be entitled to (i) suspend performance of its obligations (including suspend performance of ongoing or future deliveries) or (ii) terminate the Order, if the Customer's breach is not cured within 8 days after written notice of such breach by Seller. In this last case, the total amount due to the Seller by the Customer shall be immediately paid without limiting any other rights or remedies the Seller may have, including the right to claim damages to the Customer caused by the breach of the Customer.

10.2. If Customer becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, Seller shall be entitled (subject to applicable laws and regulations) to immediately terminate all or part of the Order by giving written notice to the Customer.

10.3. The Seller shall have the right, at any time, to terminate the Order by giving written notice to the Customer at least thirty (30) days before the Supplies' delivery date.

10.4. Upon termination of the Order, Seller shall have the right to request Customer to return all Seller's documents pertaining to the Order in its possession. Customer shall immediately return such documents upon Seller's request.

10.5. Customer shall be liable and compensate Seller for all costs (including non-amortized non-recurring costs) and damages incurred by Seller as a consequence of the termination of an Order as per articles 10.1 and 10.2 above.

### 11. HARDSHIP

11.1. If an unforeseen event occurs that alters the equilibrium of the Order resulting in an excessive burden being placed on the Seller, the Parties shall in good faith amend the terms of the Order so as to remedy the consequences of such event. The foregoing shall apply, without limitation, in the following circumstances: changes in the prices of raw materials, customs

duties modifications, currency rates fluctuations, changes in laws and regulations.

- 11.2. If the Parties fail to agree on an Order amendment within 30 days following written request issued by the Seller, then the Seller shall be entitled, without incurring any liability, to terminate the affected Order(s) by sending a 30 days prior written notice to the Customer.

## 12. FORCE MAJEURE

- 12.1. The Seller shall not be liable for any failure or delay in performing any term of an Order, if such failure or delay is caused by or results from force majeure events. The Seller shall within 96 hours after the start of the force majeure event notify the Customer and the time necessary for the performance of the Seller's obligations shall be extended accordingly.

For the purposes of this article, a force majeure event means any event that is beyond the Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable and prevented the Seller from performing its obligations under the Order.

The following events, without limitation, shall be deemed to be force majeure events: acts of God, including but not limited to any natural disaster (e.g. flood, drought, earthquake...), any labor or trade dispute (including but not limited to internal or external strikes, industrial action or lockouts), shortage or delay in raw material or equipment supplies, fire, explosion or accident, machine, tooling or equipment breakdown, scraps of parts, any law or any action taken or lack of action by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary license or consent, epidemic or pandemic, civil war, civil commotion or riots, terrorist attack, imposition of sanctions, embargo, or breaking off of diplomatic relations, public nuisance, and interruption or failure of utility service.

- 12.2. If the force majeure event prevents, hinders or delays the Seller's performance of its obligations for a period of more than one hundred and twenty (120) days, either Party may terminate the Order by giving a ten (10) days written notice to the other Party.

## 13. WARRANTY- EXCLUSIONS

- 13.1. Unless otherwise agreed between the Parties, the warranty period shall be defined by the applicable product support agreement. Should such period not be (i) defined or (ii) not otherwise be agreed between the Parties or should no product support agreement be applicable, then the Seller warrants to the Customer that for a period of six (6) months from the date of delivery, each Product will be free from defects in material and workmanship. The Seller warrants to the Customer that the Seller will perform the Services with reasonable care and skill and in accordance with commercial practices and standards. This warranty on Services shall remain valid for six (6) months following completion of the Services. The warranty will be valid only if the Customer notify the Seller, in writing, of any alleged claim or defect within seven (7) days from the date the Customer discovers such alleged claim or defect. The Customer shall make all reasonable efforts to enable full inspection of the Supplies by the Seller. For the avoidance of doubt, any warranty extension granted by the Customer to its own customers shall be of no effect on the Seller.
- 13.2. The warranty described in article 13.1 above shall be limited to, at the sole option of the Seller, the (i) correction of the defective Services or refund the price received for such Services or (ii) repair or replacement of the defective Products if the Seller's inspection reveals, to the Seller's reasonable satisfaction, that Supplies are defective, excluding any indemnity, loss or remedies whatsoever (including but not limited to loss of profits, loss of reputation...). Notwithstanding the foregoing, the Customer shall, at its expense, ship to the Seller the allegedly defective Products and if the inspection reveals that the Products are not defective, the Customer shall reimburse the costs incurred by the Seller for their inspection.
- 13.3. Under no circumstances will a claim under warranty have the effect of extending the duration of the same.

- 13.4. The warranty granted under this article does not cover the following: normal wear and tear of the Products, Supply subjected to misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, defective maintenance, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by Seller, Supply that has been reconstructed, repaired or altered by persons other than the Seller without Seller's prior written agreement, and/or Supply used in combination with components supplied by third parties.

- 13.5. The Customer shall be liable to comply with and to ensure that its own customers and suppliers are aware of any instructions issued by the Seller, including (without limitation) in relation to storage, installation and use of the Products. Failure to do so shall release the Seller from its obligations under this article 13.

- 13.6. The warranty shall not apply and the Seller declines any liability in the following cases: (i) where Seller original Products, or any parts thereof, were replaced by counterfeited parts or parts which are not manufactured by Seller, (ii) where the Supplies have been modified, incorporated or connected to any equipment not in application of Seller's instructions or without Seller's prior written agreement.

- 13.7. **THIS SECTION SETS FORTH THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SUPPLY WARRANTY SET FORTH IN THIS SECTION. EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION AND SUBJECT TO APPLICABLE LAWS, THE SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SUPPLIES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE or (C) WARRANTY AGAINST NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

## 14. LIABILITY

- 14.1. **IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS (WITHOUT LIMITATION) LOST PROFITS OR REVENUES, LOSS OF USE OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF AN ORDER. THE SELLER'S TOTAL LIABILITY TO THE CUSTOMER ARISING UNDER OR IN CONNECTION WITH AN ORDER SHALL IN NO CIRCUMSTANCES EXCEED FIFTY PERCENT (50 %) OF THE PRICE OF SUCH ORDER.**

- 14.2. The Customer waives, for his own account and that of his insurers, any rights against the Seller, his insurers, subcontractors and suppliers, for indemnification arising out of damages caused by the Seller, his subcontractors and suppliers, above the limitations and exclusions set forth in these GTS. The Seller shall be entitled to benefit from the limitations of liability which the Customer applies to the successive purchasers of the Supplies.

## 15. CONFIDENTIALITY

- 15.1. All information of the Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing disclosed by the Seller to the Customer, is confidential and shall be used solely for the performance of an Order and may not be disclosed to third parties or copied unless authorized in advance by Seller in writing. Any disclosure of information by the Seller shall not be construed as a license or other transfer of right, title or interest whatsoever on such information.

- 15.2. The confidentiality obligations contained in this article shall survive any expiration or termination of the Order for a period of thirty (30) years. Upon expiration or termination of the Order, the Customer shall promptly return to the Seller all copies of the Seller's information, or upon Seller's request, destroy the information. Except if authorized otherwise by the Seller, the Customer shall not disclose the existence of the business relationship between the Seller and the Customer.

**16. INTELLECTUAL PROPERTY RIGHTS**

- 16.1. Each Party shall remain the sole and exclusive owner of all information (and any embedded intellectual property rights) that it developed or acquired prior to the commencement of an Order. The Seller shall be the sole and exclusive owner of all right, title and interest in and to all information or results of any nature whatsoever (and any embedded intellectual property rights) that are created by the Seller individually or jointly with the Customer in the course of performing the Order, unless otherwise agreed in writing between the Parties.

Payment of the price by the Customer shall not be construed as a transfer of right, title or interest whatsoever on the information and results owned by the Seller, unless otherwise specified by the Parties.

In case the Supplies are performed or manufactured in accordance with any plans, drawings or specifications provided by the Customer, the latter shall indemnify and hold the Seller harmless against any and all claims and damages resulting from any alleged or effective infringement of any third party's intellectual property rights.

- 16.2. The Customer shall not alter, obscure or remove any of Seller's markings placed on the Supplies, including (without limitation): CAGE code, serial number, Seller's trademark...

**17. EXPORT CONTROL**

The Customer acknowledges that the Supplies may be subject to export control laws and regulations, including but not limited to the ones in force in France, the European Union and the United States (the "Regulations"). The Customer shall comply with the Regulations and complete all required undertakings (including obtaining any necessary export license or other governmental approval) and shall indemnify, defend and hold the Seller harmless against any and all losses, damages and liabilities arising out of the nonconformance of the Customer with the Regulations. The Customer shall provide the Seller with any information necessary for Seller to comply with its own obligations, including (without limitation) information relating to the end-use of the Supplies.

**18. CUSTOMS**

The Customer is responsible for all import clearance in the country of delivery of the Supplies and shall comply with all applicable customs regulations. The Customer shall indemnify, defend and hold the Seller harmless against any and all losses, damages and liabilities arising out of the nonconformance of the Customer with such regulations.

**19. PERSONNEL**

For any Order, even where Services are performed at the Customer's premises, the Seller shall retain, at all times and in all circumstances, full authority and control over its personnel and shall remain responsible for all social, administrative and accounting obligations relating to their employment. Such personnel will only report on the progress of the Services to the Seller. There is no subordination relationship between the Seller's employees and the Customer.

**20. ETHICS**

The Customer solemnly declares that: it has not infringed any anti-corruption laws or regulations, it, nor none of its executive or manager, has not been subject to any civil or criminal sanctions, in USA or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it.

The Customer warrants that: it complies and shall comply with the legal provisions against corruption in accordance with the OECD Convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC), it has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc.) to anyone with a view to or in exchange for the conclusion of an Order.

The Customer shall notify the Seller of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of the Seller or to anyone that might influence their decision within the framework of the performance of an Order.

In the event of failure to comply with this clause, the Seller shall automatically have the right to terminate any Orders in progress with immediate effect and without compensation, and without prejudice to any remedies the Seller may take against the Customer.

**21. CHANGE OF CONTROL**

The Customer shall notify to the Seller any modifications in its shared capital or the shared capital of its parent company, including the direct or indirect transfer of 50% or more of the outstanding voting power of the Customer, any reorganization, merger or consolidation, or any insolvency or collective proceedings, within thirty (30) days following the occurrence of any such events. In each case, the Customer shall guaranty the performance of the Order. Furthermore, the Seller shall have the right, in its sole discretion and without incurring any liability, to terminate as per article 10 above part or all of the Orders with the Customer.

**22. ASSIGNMENT**

The Customer may not assign any of its rights or delegate any of its obligations under an Order without the prior written consent of the Seller. Any purported assignment or delegation in violation of this article 21 is null and void. The Seller may assign any of its rights or delegate any of its obligations to any person.

**23. WAIVER - SEVERABILITY**

A failure or delay by a party to exercise any right or remedy provided under these GTS or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

If any term or provision of these GTS is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term or provision of these GTS or invalidate or render unenforceable such term or provision in any other jurisdiction and the Parties shall negotiate in good faith to modify these GTS to effect the original intent of the Parties as closely as possible.

**24. APPLICABLE LAW AND JURISDICTION**

- 24.1. These GTS and any dispute or claim arising out of or in connection with it or its subject matter or formation (including any Order), shall be governed by, and construed in accordance with the law of the State of New York, U.S.A., without giving effect to the provisions, policies or principles thereof that would require the application of any other law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these GTS.

- 24.2. All disputes, claims and controversies arising from these GTS and/or any Order, including the determination of the scope of applicability of this arbitration clause, shall be exclusively and finally determined and settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one (1) or three (3) arbitrators appointed in accordance with the said rules of arbitration. The place of arbitration shall be New York, New York, U.S.A. The arbitral proceedings shall be in English and the awards shall be rendered in English. The arbitration award shall be final and binding by any Party in any court of competent jurisdiction. The arbitration shall be confidential.

**25. SURVIVAL**

Provisions of these GTS which by their nature should apply beyond their terms will remain in force after any termination or expiration of these GTS and/or any Order including, but not limited to, articles 13, 14, 15, 16, 23, 24 and 25.