

Safran Vectronix AG General Terms and Conditions of Purchase

1 Validity of the General Terms and Conditions of Purchase

The following General Terms and Conditions of Purchase ("GTCP") shall apply to transactions initiated or concluded by Safran Vectronix AG (hereinafter "Vectronix") through requests for quotations and/or orders placed with the Supplier for the delivery of a product and/or provision of a service (hereinafter "Contractual Product"). Unless Vectronix has explicitly agreed to contrary or supplementary terms and conditions of the Supplier in writing, their validity vis-à-vis Vectronix is excluded, even if Vectronix has not expressly objected to their content.

2 Orders

2.1 Only orders submitted by the Procurement Department of Vectronix on an SAP order form are valid. Vectronix declines any responsibility, if the Supplier makes deliveries without the aforementioned SAP order form.

2.2 Orders which are not rejected in writing by the Supplier within 3 (three) working days shall be deemed accepted. An order confirmation that deviates from the content of the order shall be deemed to be a new offer, which may be accepted or rejected by Vectronix. Under no circumstances shall the silence of Vectronix be deemed to constitute acceptance of an order confirmation that deviates from the content.

3 Terms of delivery

3.1 The Contractual Products shall be delivered to DAP Vectronix, Heerbrugg (INCOTERMS 2020). The Contractual Products must be packaged appropriately and in an environmentally friendly manner.

3.2 The delivery dates specified in the order are fixed and binding.

3.3 Vectronix is entitled to change order quantities and/or delivery dates no later than 3 (three) weeks before the original delivery date.

4 Delivery delay

4.1 The Supplier shall inform Vectronix immediately in the event of impending delivery delays.

4.2 Incorrect deliveries, partial deliveries or faulty deliveries are deemed to be a delay in delivery.

4.3 If the delay lasts for more than 14 (fourteen) working days, Vectronix shall have the right to withdraw from the Contract in whole or in part without compensation or further notice in writing to the Supplier and with immediate effect.

4.4 If the order/delivery contents and/or the associated documents are not delivered on time and in accordance with the agreement, the Supplier shall owe Vectronix, subject to further claims as a result of delay, lump sum damages in the amount of one percent (1%) of the total order/contract value per day of delay in delivery up to a maximum amount of 15% of the order/contract value. Vectronix is entitled to deduct the lump sum damages due directly from the purchase order/contract price. In addition, Vectronix may claim damages from the Supplier, including for compensation payments to Vectronix's customers for delay, costs for replacement purchases and loss of profit.

5 No incoming goods inspection, visual inspection

5.1 The Supplier accepts that Vectronix will not carry out an incoming inspection upon receipt of the Contractual Products, but only a visual inspection for identity and quantity as well as for visible transport damage. Vectronix shall report any defects to the Supplier, who shall immediately restore the contractually compliant condition.

5.2 Vectronix has the right to refuse deliveries – or parts thereof in particular in the event of the following defects:

5.2.1 Non-compliant deliveries;

5.2.2 Transport damage;

5.2.3 Defective or missing delivery documents (e.g., delivery notes, test reports, measurement reports, COCs, etc.);

5.2.4 Partial deliveries, early and late deliveries, excess deliveries, incorrect deliveries.

5.3 All costs and risks arising in connection with the rejection shall be borne by the Supplier.

6 Consequences of Non-Compliance

In the event of non-compliance under clause 5.2.1 of this GTCP, Vectronix may conduct investigations itself or by third parties to determine the causes and then determine corrective and preventive actions and a new schedule. All costs arising from the non-compliance shall be borne by the Supplier. Vectronix is also entitled to claim damages.

7 Prices, payment terms

7.1 On request, the Supplier agrees to provide the agreed prices in accordance with the current exchange rate of the Federal Tax Administration also in CHF, Euro or US\$.

7.2 Price changes require the prior written consent of Vectronix.

7.3 The payment term is 60 (sixty) days after receipt of the Contractual Product conforming to the Contract, the corresponding invoice and all associated documents, net without deduction to a bank account to be designated by the Supplier.

8 Technical documentation, change management

The Supplier must comply with the General Technical Delivery Requirements ("GTR") available at [Safran Vectronix AG \(safran-group.com\)](https://www.safran-vectronix.com) and/or attached to the order, the technical documentation supplied with the order, including technical specifications, functional drawings and the like.

9 Jigs and Tools

9.1 Jigs and tools and the like ("Tools"), which are manufactured specifically for the production of the Contractual Products, shall immediately become the property of Vectronix upon full payment thereof. The Tools must be marked with "Vectronix Property".

9.2 Vectronix may demand the free and immediate delivery of these Tools at any time and without giving any reason.

9.3 The Supplier guarantees a minimum production quantity of the Tools. If the minimum production quantity is not complied with due to damage to a tool, the Supplier must provide a replacement or repair free of charge. The Supplier is responsible for proper and careful care, storage, maintenance and servicing of the Tools

Vectronix has the right to request evidence that Tools have been correctly marked.

9.4 The Supplier shall insure the Tools at its own expense against fire, theft, natural hazards, loss or other destruction.

10 Material provided by Vectronix

Material provided by Vectronix (hardware and software, hereinafter referred to as "material provided") shall be subjected to an incoming goods inspection by the Supplier upon receipt. The material provided that the supplier has not complained about within a maximum of 5 (five) calendar days is deemed accepted and can no longer be objected to by Vectronix. Material provided by Vectronix remains its property, must be stored separately by the Supplier, must be marked as "Vectronix Property", must be handled carefully and must be insured against all risks of loss and damage.

11 Transfer of ownership

Ownership of the delivery item shall pass to Vectronix upon delivery in accordance with DAP INCOTERMS 2020.

12 Last call to order

The Supplier shall notify Vectronix in writing at least 6 (six) months in advance if the production or provision of regularly ordered Contractual Products is to be discontinued. "Regularly" in this context means placement of at least one order per calendar year. In such a case, Vectronix shall be entitled to place a final order at the previous prices.

13 Warranty and guarantee, guarantee period

13.1 The Supplier warrants and guarantees that the Contractual Products comply with the technical documentation and all contractual specifications and that they are complete, functional and free of defects. Insofar as the Supplier has advised Vectronix with regard to the selection of materials as well as the design and production solutions, the supplier shall be liable for the advice to Vectronix.

13.2 The Supplier undertakes to remedy any defect in the Contractual Products for which it is responsible and which is attributable to unsuitable material selection, faulty design and production solutions, faulty execution and/or lack of suitability for the intended use by immediately remedying the defect or replacing the Contractual Product.

14 Insurance cover for operational and product liability

The Supplier undertakes to ensure and maintain adequate insurance cover for operational and product liability cases. Vectronix shall be entitled to inspect the relevant insurance policies at any time.

15 Intellectual Property

If the Contractual Product is developed exclusively by the Supplier on behalf of and at the expense of Vectronix, the development, including all processes and documents, shall become its sole property upon payment by Vectronix. The exclusive developments may only be used for Contractual Products, excluding products to third parties.

16 Software

16.1 If the Software is developed by the Supplier on behalf of and at the expense of Vectronix, the delivery shall also include the source code of the Software and all other codes and documents. Upon payment by Vectronix, the Software shall become its sole property and may only be used for deliveries to Vectronix.

Clause 9.2 of these GTCP shall apply analogously to the Software.

16.2 The Supplier grants Vectronix and its end customers a worldwide, irrevocable, non-exclusive and free right of use for software that does not become the property of Vectronix upon payment as agreed.

17 Third Party Property Rights

17.1 The Supplier shall be liable with respect to the Contractual Products for claims arising from the infringement of property rights and/or property right applications of third parties (hereinafter "Property Rights"). The Supplier shall indemnify Vectronix and its customers from all claims arising from the infringement of such property rights.

17.2 If claims are asserted against Vectronix by third parties due to an infringement of property rights in the delivered item, it shall inform the Supplier immediately in writing.

17.3 The Supplier shall bear the legal and other costs in connection with the infringement of property rights.

18 Export Regulations

Supplier and Vectronix agree to comply with all applicable export control laws and restrictions applicable to the services and deliveries of the Contractual Products (including its components), as well as with respect to technology, software, information and products, which the Supplier and Vectronix exchange during the execution of the order.

The Supplier shall inform Vectronix of the export control classification of the above-mentioned products and inform Vectronix immediately of all (planned) changes.

In the event that the export or re-export of all or part of the delivery requires one or more export licenses, the Supplier undertakes to apply for such licenses to the competent authority, at no cost to Vectronix, for any export or regulatory approval required to enable Vectronix to use and deliver the products to customers or other end users defined by Vectronix. The Supplier undertakes to notify Vectronix immediately if an export license is granted or refused by the competent authorities and to provide it with a copy of the export license or a certificate thereof, and in particular to inform Vectronix of the restrictions regarding re-export or transfer.

The notification by the Supplier to Vectronix regarding the classification of all or part of the delivery and the issuance of the above-mentioned export license constitutes a condition precedent for the entry into force of any contract.

Should it fail to fulfill its export control obligations, the Supplier shall be obliged to be liable for any damage suffered by Vectronix as defined in the order or to compensate the delivery or part thereof. In addition, in the event of a suit or legal claim

by the competent authorities in connection with export control, the Supplier undertakes to bear the costs of defending Vectronix and/or its customers, including all consequences, including fees, costs and damages that may arise therefrom.

19 Anti-corruption

The Supplier and Vectronix shall comply with the legal provisions against corruption in accordance with the applicable anti-corruption laws or regulations, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the OECD Convention of 1997, the United Nations Convention against Corruption of 2003 (UNCAC) and the Sapin II Act in France. The Supplier and Vectronix undertake not to grant, either directly or indirectly, any prohibited or impermissible gifts, payments, remuneration or benefits in accordance with the aforementioned provisions.

20 Responsible purchasing

The Supplier undertakes to carefully read and comply with the "Responsible Purchasing Guidelines" available at [Safran Vectronix AG \(safran-group.com\)](https://www.safran-group.com).

21 Confidentiality

All data provided to the Supplier for the performance of the order, including but not limited to verbal and written information, documents, in particular calculations, specifications, drawings, plans, models and other documents remain the property of Vectronix. They may only be used for the contractually agreed purposes. They must be specially protected as trade secrets and may only be made accessible to third parties with the prior written consent of Vectronix. The documents must be returned to Vectronix upon first request and all copies thereof and notes must be destroyed. Excluded from this are all documents that must be sent by the Supplier to its subcontractors for the procurement of materials. If the Parties have entered into a confidential agreement, these provisions shall apply and take precedence over them.

22 Data protection and artificial intelligence ("AI")

The Supplier and Vectronix, as not jointly responsible for data processing, shall exchange the contact details of the persons responsible for the performance of the services and/or deliveries of the Contractual Products. Both the Supplier and Vectronix undertake to comply with the applicable data protection provisions, in particular the European General Data Protection Regulation ("GDPR") and the Swiss Federal Data Protection Act ("FADP"), and, among other things, to use personal data only for the purposes of the performance of the service and/or delivery, to take all necessary security and confidentiality measures to protect this type of data, to ensure the conformity of any transfer outside the European Union and Switzerland, to delete said data after the expiry of the retention period agreed between the Supplier and Vectronix or a period provided for by law and to respond to all requests of the data subjects.

In addition, the Supplier and Vectronix undertake to notify each other of any security breach that may have an impact on the data processing. If extended processing of personal data is planned, the Supplier and Vectronix must negotiate and sign a corresponding agreement to do so. The Supplier and Vectronix shall inform their employees and other persons affected by the respective data processing of this data processing.

Suppliers may use generative AI only with the prior consent of Vectronix and in compliance with both clauses 21 and 22 of these GTCP and applicable legal provisions.

23 Termination

23.1 Vectronix has the right to cancel all or part of the orders confirmed by the Supplier in writing with immediate effect, without cost, in the following cases:

23.1.1 In the event of the initiation of judicial settlement or bankruptcy proceedings, cessation of business, transfer of business, in particular to competitors of Vectronix, or other material changes on the part of the Supplier that give Vectronix reason to fear financial damage, unless corresponding collateral is provided by the Supplier.

23.1.2 In the event of non-compliance with the contractual provisions, provided that Vectronix has set the Supplier a 30-day period to restore the contractual status and the Supplier has not been able to restore the contractual status within the set period. Vectronix's fixing of the aforementioned restoration period does not prevent it from claiming compensation from the Supplier for any proven damage incurred during the restoration period. If the termination becomes legally effective after the unsuccessful expiry of the 30 (thirty) day restoration period, Vectronix may claim compensation for any damage.

23.1.3 In the following cases, Vectronix reserves the right to terminate orders/purchase orders automatically and without notice without waiving the right to compensation: if an export or other regulatory authorization within the meaning of Clause 18 of these GTCP is not granted or is declared invalid, or if the Supplier fails to comply with Vectronix's "Responsible Purchasing Guidelines" pursuant to Clause 20 or the anti-corruption, confidentiality, data protection or AI provisions pursuant to Clauses 19, 21 and 22 of these GTCP.

23.2 In the event of termination, Vectronix shall be entitled immediately to:

23.2.1 Release of all documents;

23.2.2 Release of all partly completed Contractual Products for reasonable payment;

23.2.3 Release of the source code and other codes for software for reasonable payment, if they are not already the property of Vectronix;

23.2.4 Release of design drawings and partial development results for reasonable payment, if these are not already the property of Vectronix.

23.2.5 Release of the Tools pursuant to Clause 9 of these GTCP.

24 Partial invalidity

The invalidity of individual provisions of this Contract shall not affect the validity and applicability of the remaining provisions. The invalid provision shall be replaced by a new one that comes as close as possible to the common economic intention of the Supplier and Vectronix.

25 Contracting out to third parties

The Supplier may not subcontract the execution of Contractual Products or parts thereof to third parties without the prior written consent of Vectronix. However, the purchase of individual parts and material by the Supplier is excluded from this prohibition.

26 Right of access

Vectronix shall be entitled to visit the premises of the Supplier and its sub-suppliers, where the Contractual Products are manufactured, tested or stored, free of charge, upon early notification during normal business hours.

27 Settlement

Vectronix is entitled to set off any claims the Supplier has against Vectronix against all claims Vectronix has against the Supplier.

28 Order of precedence

The following order of precedence applies: Specific supply contracts, the orders, these GTCP.

29 Applicable law and place of jurisdiction

29.1 Swiss substantive law shall apply.

29.2 The ordinary courts at Vectronix's place of business shall have exclusive jurisdiction, unless otherwise expressly agreed. However, Vectronix is entitled to take legal action against the Supplier at its place of business.

29.3 The Supplier and Vectronix may at any time and notwithstanding any other proceedings mutually agree to settle any dispute arising out of or in connection with the purchase order by mediation proceedings in accordance with the rules of mediation.

Safran Vectronix AG, 9435 Heerbrugg, Switzerland
February 2025