

/ GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

(updated on 19/02/2024)



1 – SCOPE

The purpose of these General Terms and Conditions of Purchase (GTCP) is to determine the conditions under which the NOVARC Group and its subsidiaries (“**Purchaser**”) may purchase products (“**Product(s)**”) or services (“**Service(s)**” or “**Service Provision(s)**”) from its professional suppliers (“**Supplier(s)**”). Purchaser and Supplier are hereinafter referred to collectively as “**the Parties**” or individually as a “**Party**”.

By ordering Products and/or Services (“**Order(s)**”), Supplier acknowledges that it has read and accepted these General Terms and Conditions without reservation.

The GTCP shall apply without restriction or reservation to all present or future Orders placed by Purchaser with Supplier regardless of any clauses that may appear in Supplier’s documents, including, but not limited to, its general terms and conditions of sale.

Orders shall comply with the provisions of these GTCP insofar as they have been accepted by Supplier, either as they stand, or supplemented or amended by means of an addendum or special terms and conditions (“**Special Terms and Conditions**”) signed by the Parties.

2 – ORDERS

Orders are placed in writing or by any equivalent technological means that provides proof of contractual agreement.

An Order consists of the following documents, listed below in order of precedence:

- Purchase Order(s),
- Where applicable, the Special Terms and Conditions or master agreement,
- These General Terms and Conditions,

An Order constitutes the entire agreement between the Parties and overrides any pre-existing contractual document relating to the same subject matter.

A purchase contract is deemed to have been entered into in one of the following cases:

- Upon receipt by Purchaser of the acknowledgement of receipt of the Order as sent by Supplier, without changes or reservations, by post, e-mail or any other equivalent process.
- Where no acknowledgement of receipt is returned, the purchase contract is deemed valid upon the occurrence of one of the following events:
 - If Supplier fulfils the Order, even partially.
 - Within two (2) business days from the date of receipt of the Order by Supplier if Supplier has not stated its refusal to fulfil the Order.

An Order may be cancelled without notice by Purchaser until the acknowledgement of receipt of the Order has been received.

The Purchase Order shall include all required invoicing information: item, price, lead times, method of payment, quantity, Order unit, reference and description of the Product and/or Service, intra-Community VAT number, customs code, Incoterm, invoicing address, delivery address.

For Products with a limited shelf-life (perishables), Supplier shall inform Purchaser, in the Order acknowledgement of receipt, of the storage conditions necessary for correct preservation of the Products (temperature, humidity, etc.).

Purchaser may request a change to the Order at any time and Supplier must respond to this request as soon as possible by issuing a new proposal specifying, where relevant, the impact of the change in terms of delivery time, costs and/or quality.

If a disagreement arises regarding changes to an Order, Purchaser may ask Supplier to send it any relevant technical document enabling it to have the Order fulfilled by a third party.

Depending on the type of documents sent, the disclosure of this data/information may be subject to compensation to Supplier determined by mutual agreement with Purchaser.

The Order may not be modified or cancelled by Supplier without Purchaser’s express agreement.

Without prejudice to any damages that Purchaser may claim, cancellation of an Order by Supplier shall entitle Purchaser to payment of a sum amounting to 20% of the total price excluding VAT of the Products and/or Services.

Purchaser must be notified immediately of any event, information or factor of any kind likely to affect the proper fulfilment of the Order.

In the event of non-delivery of a Product and/or a Service Provision, Purchaser reserves the right to suspend all Orders that have not been fulfilled, or even to cancel them, within a period of 48 hours after sending a registered letter to which no response has been received. Furthermore, any deliveries/Services that have been partially fulfilled shall definitively remain the property of Purchaser.

If Supplier fails to perform its duties, the contract will be terminated ipso jure to its exclusive detriment, without prejudice to any damages which may be claimed from it by Purchaser.

If a dispute arises concerning part of the Order, notification thereof shall not exempt Supplier from fulfilling the part of the Order not in dispute by the due date.

3 – DELIVERY - TRANSFER OF TITLE AND RISKS

Unless Special Terms and Conditions have been agreed between the Parties, the Products shall be delivered to Purchaser's address and the transfer of title and risks takes place on the date on which Supplier and Purchaser sign the acceptance report. Unless Special Terms and Conditions apply, the Service Provision is performed on Purchaser's premises.

A signed acceptance report shall not be construed as a waiver of any of the liabilities and warranties specified in these GTC.

No agreement to accept the Products and/or Services may be deemed to have been tacitly given.

Unless expressly agreed by Purchaser, no retention of title may be asserted by Supplier, its subcontractors, service providers, suppliers or intermediaries after receipt by Purchaser.

Except where Special Terms and Conditions apply, the costs relating to the delivery of the Products and/or the performance of the Services shall be borne by Supplier.

Except where Special Terms and Conditions apply, the risk of loss or damage to the Products is transferred to Purchaser as soon as they are delivered as above. For purchases from abroad or outside mainland France, risks will be transferred in compliance with the INCOTERM 2020 agreed between the Parties and as defined by the International Chamber of Commerce (ICC).

Packaging is Supplier's responsibility and must comply with the applicable standards and the conditions stated in the Order. It must be suited to the Products, so as to guarantee their safety and integrity during handling, storage and transport to the place of delivery. More specifically, but without limitation, the packaging must take account of the precautions relating to bad weather, corrosion, vibrations and shocks.

Each box, package or group of packages must bear the necessary warnings and instructions to allow the Products to be identified immediately on receipt.

Each delivery must be accompanied by a delivery note providing all essential details, including a packing list, factory inspections, delivery date and place of delivery, net/gross weight, quantities delivered, Purchaser's Order number, Purchaser's item code, Supplier's reference, the description of the Products and, for transnational Orders, the customs codes. If an Order contains hazardous materials and/or chemical substances, a Safety Data Sheet («SDS») must be appended to the delivery note. Supplier shall also send Purchaser all the documents stated in the Order (technical documents, installation manuals, certificate of origin, certificate of conformity, inspection report, container markings with a Convention for Safe Containers (CSC) plate valid for a minimum of one year, etc.).

The deadline for delivery of the Products and/or performance of the Services stated in the

Order confirmation is a mandatory time limit constituting an essential condition of the Parties' agreement. The contractual delivery date is stated on the Order. This is the date on which Supplier must make the Products available, compliant with regard both to quality and quantity, to Purchaser at the place indicated on the Order or at the place agreed as per INCOTERM 2020. Except in the event of Force Majeure as defined in article 15 of these GTCP, and without prejudice to any subsequent claims for damages by Purchaser, any delay or failure to deliver may result, ipso jure and without prior notice, in:

- Retention of the price by Purchaser or, where relevant, the return of sums already paid.
- Application to Supplier of late payment penalties payable from the day following the deadline for delivery and/or performance of the Service Provision and until the Order has been fully executed. The penalty rate shall be equivalent to 0.5% of the value of the relevant Order excluding VAT per calendar day late, subject to a cap of 15% of the value of the Order excluding VAT.
- Immediate termination of the Order without indemnity or compensation to Supplier.
- Payment by Supplier of any costs and penalties demanded by the end customer(s) as a result of the delay and/or failure to deliver.

Any postponement or acceleration of the deadline for delivery and/or performance shall be subject to Purchaser's prior agreement.

4 – COMPLIANCE OBLIGATION

Supplier warrants to Purchaser that the Services and/or Products and any subsystems thereof are:

- Compliant with the Order and/or specifications, best engineering practices and applicable laws and regulations;
- Compliant with any initial samples accepted by Purchaser;
- Suitable for their intended use and function;
- Free of all apparent or latent defects and operating faults;
- Free of all third-party intellectual property rights.

The Products and/or Services shall strictly comply with the terms of the Order, the specifications of Purchaser's technical data sheets; Supplier's technical specifications, if they have been expressly accepted as reference specifications by Purchaser; drawings of the Products.

The Products must also comply in all aspects with the applicable legal and regulatory requirements, notably with regard to quality, content, presentation and labelling, as well as with best practices.

It is Supplier's responsibility to keep up to date with existing and future legal, standard and regulatory frameworks, notably in terms of corporate, societal and environmental responsibility.

Supplier undertakes to evidence the origin and conformity of the Products it supplies to Purchaser in accordance with the Product's conditions and technical specifications, in particular by producing all certificates guaranteeing them, within seven (7) calendar days of Purchaser's request.

The duty of compliance is an absolute obligation for Supplier.

Any surveillance conducted by official departments (e.g. customs, DGCCRF (directorate general for consumer affairs, competition and fraud prevention)) and inspections carried out by Purchaser's departments do not release Supplier from its absolute duty of compliance and quality.

Purchaser reserves the right to carry out tests, audits and inspections on Supplier's premises, whether or not accompanied by its customer. Supplier guarantees Purchaser free access to its premises on request, during opening hours and without any disruption to operations.

If the Products in the Order are designed, manufactured or assembled by third parties or subcontractors of Supplier, Supplier shall obtain the authorisation of such third parties or subcontractors to allow Purchaser access to their premises in the terms and conditions above.

5 – NON-COMPLIANCE

Purchaser shall inspect the visible condition of the Products on delivery and reserves the right to refuse any Products that do not comply with the Order, notably with regard to applicable standards, quantity, quality, packaging, content, labelling or any other anomaly, without prejudice to any measures taken by Supplier with regard to the carrier.

Any Products and/or Services refused by Purchaser shall be deemed not to have been delivered and/or not to have been performed, thereby resulting in the application of the time limits and penalties for late delivery as determined in article 3 of these GTCP, without prejudice to any action for compensation for any prejudice suffered by Purchaser as a result of non-compliance.

In the event of non-compliant Products and/or Services, Purchaser shall inform Supplier, who shall, within 8 days of notification and at its own expense:

- Take back the rejected products;
- Resolve anomalies by replacing, repairing and/or correcting the relevant Products and/or Services.

If no action is taken within the time limit allowed, Purchaser may take corrective action itself or appoint a third party to do so at Supplier's expense.

If an anomaly is detected, Purchaser may, after formal notice and if it has not yet paid for all or part of the Service Provision, notify Supplier as soon as possible of its decision to proportionally reduce the price rather than replace the Product and/or correct the Service.

Supplier undertakes to compensate Purchaser in full for any prejudice that may result from possible non-compliance of the Products and/or Services in both qualitative and quantitative terms, including but not limited to costs incurred for dismantling, shipping, analysis, sorting, reassembly, labour and all related costs, including any costs and/or penalties claimed by the end customer(s).

6 – PRICES - INVOICING

Unless otherwise agreed in Supplier's Order confirmation, prices are firm and non-revisable and are stated inclusive of all sales taxes, costs and duties, but exclusive of VAT. They are stated in euros.

Any additional cost of any kind whatsoever shall be subject to Purchaser's prior written agreement, specifically indicated in the Order.

Special pricing conditions may be applied depending on any special features that may be requested by Purchaser, notably with regard to delivery terms and deadlines or payment terms and conditions. A special commercial offer will then be sent to Purchaser by Supplier.

Purchaser may benefit from discounts and rebates at Supplier's rates based on the quantities purchased or delivered by Supplier at a single time and to a single place, or on the regularity of its Orders.

On pain of being rejected by Purchaser, invoices:

- shall not be presented prior to the delivery of the Products and/or the actual performance of the Services;
- shall be sent separately from any documents handed over at the time of delivery and/or acceptance;
- shall be issued in accordance with the price stated in the Order confirmation issued by Supplier. The price of Service Provisions is specified in the quote;
- shall state the applicable legal notices;

- shall mention the precise number of the relevant Order or quote, the date and number of the delivery note and/or the acceptance report.
- shall include a comprehensive description of the Product and/or Service;
- shall specify Supplier's terms of payment and bank details, as well as the details of a contact person who can be contacted immediately in the event of a complaint.
- shall specify the amount of any advance payments already made;
- shall be sent in electronic format to Purchaser's e-mail address.

Any credit note produced by Supplier shall state the number of the invoice and the relevant Order and/or quote.

7 – PAYMENT - LATE PAYMENT

Unless otherwise agreed between the Parties and/or stated in the Order confirmation, Products or Services are payable by bank transfer, forty-five (45) days from the end of the month or sixty (60) days from the date of issue of the invoice, subject to delivery of all the Products ordered and/or full performance of the Services.

When payment is made before delivery, on receipt of the Products or before performance of the Services, a discount of 1.5% will be granted on the amount of the invoice including VAT.

In the event of late payment after the invoice due date, purchaser may be liable for late payment interest at a rate not exceeding three (3) times the legal interest rate applicable in France and in force on the due date of the invoice, plus a fixed legal indemnity for collection costs.

In all events, Purchaser retains the right to offset its debts against any sums that may be owed to it by Supplier, and will only pay the balance of an invoice once Supplier has sent any technical documentation and/or declaration of conformity that is relevant and due for the proper execution of the Product and/or the Service Provision.

8 – LIABILITY - INSURANCE

8.1 Supplier's liability :

Supplier shall be liable for any defects, losses, prejudice or material, moral or physical damage, whether direct or indirect, consecutive or non-consecutive, caused to Purchaser and/or a third party, resulting from faults and negligence attributable to it and/or to one of its subcontractors.

Purchaser's acceptance of the Product and/or the Service Provision does not release Supplier from its liability for any latent defects discovered after the transfer of title and risks.

8.2 Purchaser's liability: :

Purchaser shall be liable to compensate Supplier for any direct and reasonable damage caused to Supplier as a result of a fault or negligence attributable to Purchaser, subject to the production by Supplier of concrete and unambiguous evidence..

8.3 Insurance obligation :

Supplier undertakes to contract all product, general civil liability and professional insurance policies that may be necessary to cover the liabilities defined both hereunder and under ordinary law. The insurance policy must, in particular, cover the financial consequences in the event of damage of any kind caused to Purchaser or a third party, as well as the costs and damages of any Product recalls.

At Purchaser's first request, Supplier shall produce the insurance certificates certifying the validity, nature and amount of the cover granted. Any change, suspension or cancellation of an insurance policy must be notified to Purchaser without delay.

Any deductibles and/or limitations in the insurance policy(ies) taken out shall not constitute any ceiling limiting Supplier's liability.

9 – WARRANTY - CONTINUITY

9.1 Warranty :

The Products and/or Services are guaranteed for a period of at least 24 months from the date of final acceptance of the Products and/or the date of performance of the Services. Where relevant, longer warranty periods applicable to specific Services and/or Products (e.g. ten-year warranties) must be stated in a contract and/or Order Form and must be written into a warranty certificate. Perishable Products are guaranteed in accordance with the “best-before date” (DLU) and/or “practical use date” (DPU) determined by Supplier.

The Products are guaranteed against all defects in design, manufacture and operation and against all defects in materials and component parts.

Any repair work carried out under the warranty extends the warranty period by a further 6 months from the completion of repairs or replacement.

Should Supplier fail to perform its warranty obligation correctly, Purchaser reserves the right to carry out the necessary work or have it carried out by a third party at Supplier’s expense. Unless otherwise agreed between the Parties, repairs under the warranties must be performed within 10 days of notification by Purchaser of the non-conformity.

These warranty clauses do not prevent Purchaser from claiming any damages.

9.2 Changes and Continuity :

Supplier undertakes to provide Purchaser with all the information required to use the Product in optimum conditions of hygiene, safety and performance.

It is expressly agreed between Supplier and Purchaser that no changes to the Products, their manufacturing process or their packaging may be made without Purchaser’s prior written consent.

For open Orders or Orders fulfilled in several stages, Supplier undertakes to provide a plan for the continuity of supply of the Products and/or Services in order to mitigate events likely to have an impact on the smooth progress of the Orders in accordance with the practices and standards of the relevant industry.

Supplier shall give Purchaser twelve (12) months’ notice of any plans to stop manufacturing the Product.

If the use of the Products and/or the benefit of the Services require special training, Supplier undertakes to train Purchaser’s personnel at no extra cost to use the Product and/or benefit from the Service in complete safety and in an autonomous and optimal manner.

Furthermore, to limit failures and possible maintenance downtime, Supplier undertakes to secure the supply of consumables, spare parts, system components and sub-systems making up the Product for a minimum of ten (10) years from the date of receipt.

Should Purchaser request an increase in the quantities to be delivered, Supplier undertakes to meet these additional requirements at no extra cost and on the same pricing terms as those agreed in the Order.

Should Purchaser request a reduction in supply, the volumes ordered from Supplier will be reduced at no additional cost.

10 – PURCHASER’S CSR CHARTER

Supplier undertakes to read beforehand and to comply fully with the «CSR Charter» applicable to suppliers, subcontractors and service providers of the NOVARC Group, available on the website www.novarc.com.

Notably, Supplier undertakes to comply with the applicable local and international standards on the prevention of pollution, protection of resources, hygiene, safety, use of chemical products, waste management, rare metals supply, product traceability, labour law and to obtain the required authorisations and certificates.

Supplier undertakes to facilitate and respond to Purchaser's requests in terms of ethics, social acceptability or environmental sustainability, and notably to respond, where relevant, to the Corporate Social Responsibility (CSR) questionnaires.

11 – COMPLIANCE – ANTI-CORRUPTION

Supplier acknowledges that it has read the provisions of the NOVARC Group's CHARTER OF GOOD CONDUCT and CODE OF BUSINESS ETHICS «ANTI - CORRUPTION AND INFLUENCE TRAFFICKING» available on the website www.novarc.com, with which it undertakes to comply unreservedly.

Supplier warrants that it is fully aware of and complies with the applicable legislation relating to anti-private or public corruption measures. It undertakes to comply with all legislation aimed at criminalising passive or active corruption, passive or active trading in influence, corruption, illegal acquisition of interest, misappropriation of public funds, favouritism or any other breach of probity in the countries in which it operates, as well as with all relevant international legislation.

Supplier warrants and represents to Purchaser:

- That it is not domiciled in a country subject to financial sanctions;
- That neither it, nor any of its directors, officers or employees has any conflict of interest with Purchaser;
- That neither it nor any of its directors, officers or employees has engaged in the past or will engage in the future in any fraudulent, corrupt, collusive or coercive practice or conduct that may constitute a violation of applicable laws and regulations on active and passive corruption, active or passive trafficking in influence, economic sanctions and embargoes, money laundering or unfair competition.
- That neither it nor any of its shareholders, corporate officers or directors is subject to any prohibition, exclusion or asset freeze measures adopted by any national authorities (such as the Treasury Department, the Office of Foreign Assets Control of the US Treasury Department, the UK Treasury, the US State Department, the UK Foreign and Commonwealth Office) or international authorities (including but not limited to the United Nations, the World Bank, the European Union or Interpol). It undertakes to inform Purchaser immediately if any such measure is taken against it or any of its shareholders, corporate officers or directors.
- That it will provide access to its records and co-operate with Purchaser in any investigation concerning the Order in relation to the application or disregard of the laws and regulations referred to in this paragraph. Supplier shall make available to Purchaser the names and contact details of any third parties with whom it may have entered into contract in connection with the fulfilment of the Order, for commercial intermediation services, as well as the purpose, terms and conditions of said services, as well as any payments made.
- That it will use its best endeavours to ensure that any third parties with whom it enters into contract regarding the Order (including but not limited to its subcontractors, service providers, suppliers and consultants) subscribe in writing to undertakings equivalent to those stipulated in this article and that they comply with them.

Furthermore, Supplier shall refrain from offering or proposing to an employee, director or corporate officer of Purchaser or to one of his/her close relations, any gift, invitation or advantage that does not comply with the gifts and invitations policy published by the NOVARC Group or that is likely to influence or hinder the integrity, independence of judgement or objectivity of said employee in his/her relations with Supplier, the subcontractor or the service provider.

Any act of the above nature constitutes sufficient grounds to:

- warrant the cancellation or termination of the Order;
- require Supplier to reimburse all amounts previously paid under the Order.

- take any other corrective action required by applicable law. Whichever Party notices that an act of corruption has occurred may alert the local and/or extraterritorial anti-corruption authorities pursuant to the applicable legislation.

Supplier undertakes to confirm in writing and to provide on a regular basis any information that Purchaser may reasonably require about the performance of its duty to combat and prevent corruption.

Purchaser, either alone or via an authorised third party, reserves the right to carry out, at its sole discretion and at its own expense, any verification it deems relevant, including on-site audits, to ascertain compliance with the obligations arising from the provisions of this article. These audits will be scheduled at least 48 hours in advance and will not disrupt Supplier's business continuity.

Supplier acknowledges that the undertakings listed in this Article are essential conditions of the Parties' commitment. It is responsible for ascertaining that its managers, corporate officers, employees and any subcontractors, service providers, suppliers, consultants or intermediaries comply with these principles .

12 – COMPLIANCE WITH IMPORT-EXPORT REGULATIONS

The Parties undertake to comply with all financial, legal, regulatory and/or commercial embargoes, bans or restrictions on trade in goods, technologies or services in certain countries imposed by international and/or European bodies.

Should the Products be resold, Supplier shall, at Purchaser's first request, provide Purchaser with all information relating to the original supplier, the origin of the Product and any restrictive import regulations in force..

13 – COMPLIANCE WITH EMPLOYMENT LAW

Supplier warrants that it complies with the applicable tax and social legislation and is up to date with the contributions and/or declarations required by law. Supplier shall comply with the labour regulations and agreements applicable to the location where the Order is fulfilled. Supplier shall be responsible for the safety of its own personnel and shall ensure compliance with health and safety rules.

14 – PERSONAL DATA PROTECTION

The Parties, their permanent or non-permanent personnel and, where relevant, their subcontractors undertake unreservedly to comply with the General Data Protection Regulation (GDPR - Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016) and not to process the information collected, which may contain personal data, for a purpose other than that for which the information was collected. Notably, Supplier undertakes to comply strictly with the principles stated in Chapter 2 of the GDPR and warrants that it has implemented technical and organisational measures to ensure that they are effective. The Parties shall cooperate in good faith in the performance of these GTCP.

In this respect, and to comply with the legal provisions applicable in its capacity of data controller, Supplier shall provide Purchaser with clear information on the processing of the personal data it holds on Purchaser and its employees.

Each Party shall be solely liable for any damage caused by any failure to comply with its obligations under personal data protection legislation.

If the personal data of either Party is transferred outside the European Union by its co-contractor, both Parties will be informed without delay and guarantees will be taken to secure the transferred data, both legal and technical (for example, adoption of standard clauses, adoption of a code of conduct, obtaining CNIL certification, etc.).

Pursuant to the applicable regulations, Supplier has the right to access, rectify, limit processing, delete and port personal data, as well as the right to object to the processing of personal data on legitimate grounds. Supplier may exercise these rights by contacting Purchaser's Data Protection Officer (DPO) at the following email address: rgpd@novarc.com. If Supplier, after contacting Purchaser, considers that its rights have been infringed, it may submit a complaint to the CNIL (National Commission for Information Technology and Civil Liberties: 3 Place de Fontenoy – TSA 80715 – 75334 Paris - Cedex 07).

15 – FORCE MAJEURE

Force majeure includes the occurrence of any of the following events, to the exclusion of all others: fire, terrorist attacks, war, health crises. These events, insofar as they are unforeseeable and overwhelming and prevent the Parties from performing their duties, even temporarily, suspend the performance of the Parties' contractual obligations (hereinafter referred to as «Force Majeure»).

Supplier may not claim from Purchaser any indemnity or compensation of any nature whatsoever as a result of a delay caused by Force Majeure.

The Party that is the victim of an event of Force Majeure shall immediately inform the other Party thereof and shall take all necessary measures to mitigate its consequences. In the event of failure to manufacture the Product and/or provide the Service, Purchaser may produce or perform said Products and/or Services itself or have them produced or performed by a third party.

Non-compliance with deadlines by any of Supplier's subcontractors shall in no way constitute an event of Force Majeure.

16 – TERMINATION

If fulfilment of the Order for the Product and/or the Provision of Services is prevented or suspended for more than thirty (30) consecutive days as a result of the occurrence of an event of Force Majeure, the unhindered Party may terminate the Order forthwith, without notice, following written notification with acknowledgement of receipt sent to the other Party. Either Party may terminate the Order on the same terms in the event of:

- serious misconduct and/or a material breach by the other Party of one of its obligations. Any breach of contractual obligations may be considered material in the event of recurrence.
- assignment or transfer, in any manner whatsoever (and notably in the form of an assignment or lease-management of its business, equity contribution or, where applicable, transfer of production, assignment of securities or change of control) of the rights and obligations arising from the Order, without the express prior written agreement of the other Party. For the purposes of this clause, «control» is defined as the acquisition, directly or indirectly, of at least 50% of the share capital or shares carrying voting rights.
- cancellation of the project and/or delivery by the end customer for whom the Order was placed by Purchaser.

In the event of termination by Supplier, Purchaser reserves the right to execute or have others execute all or part of the Order at Supplier's expense.

If Supplier is Purchaser's sole source of the Products and/or Services, Purchaser may decide to postpone the effective date of termination to allow it to set up an alternative source of supply within a reasonable period of time.

In view of the fact that the services exchanged between the Parties, since placement of the Order and until its termination, proved useful as and when they were performed reciprocally, they shall not give rise to restitution for the period prior to the last service for which no consideration was received.

In any event and whatever the reason for termination, the injured Party may file action with the courts for the award of damages..

17 – ECONOMIC DEPENDENCE

Supplier shall immediately inform Purchaser of any risk of economic dependence. This duty of information is essential to enable the Parties to maintain a balanced relationship.

18 – CONFIDENTIALITE – PROPRIETE INTELLECTUELLE

18.1. Ownership of documents forwarded.

All documents exchanged by the Parties in the course of negotiations remain the property of the Party that forwarded them. Furthermore, any designs, drawings, engineering studies, calculations, prototypes, models, engravings, photographs, moulds or any other material forwarded by Purchaser in connection with the Order shall remain Purchaser's exclusive property and shall be strictly confidential. Supplier is not allowed to use the information and media which may have come to its knowledge or into its possession in the context of the Order for any purpose other than the fulfilment thereof. In any event, Supplier shall return all of Purchaser's documents and media at Purchaser's request.

18.2. Transfer of intellectual property rights.

18.2.1. General case.

The sale price of the Product paid by Purchaser does not imply transfer of Supplier's intellectual property rights or know-how. Purchaser nevertheless has the right to use, process or sell the Products delivered.

18.2.2. Special developments.

The Parties agree that Purchaser shall have full and complete title to the results of the services provided by Supplier or to the Products developed by Supplier for Purchaser (hereinafter the «Results»). Results include but are not limited to all deliverables, studies, creations, innovations, whether patentable or not, processes, products, know-how, designs, plans, moulds, models, engravings, photographs, material drawings, tests, samples, prototypes, task-specific software, IT developments, specifications, databases, drawings, information, names, logos, whatever their nature, form or medium.

In this respect, Supplier transfers to Purchaser, on an exclusive basis and for the entire world, all intellectual property rights that it may hold over the Results, namely all industrial property rights, copyrights, software rights, database producers' rights and any other intellectual property rights and for the legal duration of their protection.

The rights thus assigned are understood in the broadest sense possible and include the right to make any use, commercially or otherwise, of the Results and their developments for the needs of its business or for the benefit of third parties, in any capacity whatsoever and, in particular, the right to reproduce or have others reproduce the Results and their developments, represent or have others represent, adapt, modify, transform, develop, translate, transfer or distribute said Results.

Therefore, Supplier assigns to Purchaser the exclusive right to file any industrial property title likely to protect the Results, whether these be French, Community or international applications.

This assignment is made in consideration of the price paid by Purchaser.

Once assigned, Supplier shall be authorised to use the rights transferred solely for the purposes of fulfilling Purchaser's orders. Any other use may be considered as an infringement.

18.3. Guarantee.

Supplier holds Purchaser harmless against any action, claim, demand or opposition from any person alleging infringement of an intellectual property right or an act of unfair competition which the delivery of the Product or Service, with or without assignment, may infringe. Supplier then undertakes to provide its full assistance in defending Purchaser's interests in the event of a dispute.

18.4. Non-disclosure.

The Parties are each bound by a duty of non-disclosure with regard to any information they may exchange in the context of the Order and their commercial relationship. This duty applies to all information, on any medium including but not limited to information of a financial, commercial or social nature or which may be of any strategic or financial interest to a third party or the authorities. This duty begins with the first Order and is valid for a period of 5 years from the last Order placed with Supplier. This duty is independent and shall survive the termination of the Order contract between Supplier and Purchaser, regardless of the reason for termination of said contract.

18.5. Commercial communication.

Unless expressly agreed in writing, Supplier is not authorised to use Purchaser's corporate name, commercial name, trade name, image or any of Purchaser's brands in its commercial communication.

19 – MISCELLANEOUS PROVISIONS

19.1 Unique identifier (UID) :

Supplier undertakes to provide Purchaser with its unique identifier number where it is mandatory to do so.

19.2 Nullity and severability of clauses:

The annulment of one or more clauses of these GTCP or of the Order shall not affect the other provisions therein. The Parties will meet to draw up a new clause. Should this not be the case, or should the general structure of these Terms and Conditions be fundamentally altered, the Parties may, by mutual agreement and in writing, cancel the Order in its entirety.

19.3 No waiver :

Should one of the Parties fail to claim application of one of the clauses herein or of the Order, this failure shall not constitute a waiver of the benefit of said clause or of any other clause.

19.4 Contingencies :

If a change in circumstances, unforeseeable when the contract was concluded, renders performance overly onerous for the Party which had not agreed to assume the risk, that Party expressly waives its right to request renegotiation of the contract from the other Party

19.5 Enforcement in kind :

The Parties agree that in the event of a breach by either Party of its duties, the Party suffering the breach may seek enforcement in kind..

19.6 Enforcement in non-performance :

Purchaser may suspend payment when it is obvious that Supplier will not perform on the due date and that the consequences of such non-performance are sufficiently serious for Purchaser.

19.7 Subcontracting :

Supplier shall personally execute Purchaser's Orders.

Purchaser must be informed in writing and in advance of any intention to subcontract.

Where applicable, Supplier shall be responsible for compliance with these GTCP by its subcontractors and shall remain solely liable to Purchaser for the prejudicial consequences of the latter's actions or omissions.

In this respect, Supplier shall guarantee to Purchaser a right of access to its subcontractors with regard to the fulfilment of the Order in progress.

20 – LANGUAGE – APPLICABLE LAW - SETTLEMENT OF DISPUTES

These General Conditions of Purchase and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with French Laws.

The Parties irrevocably agree to seek an amicable solution to their dispute before acting in Court.

Any dispute, controversy or claim arising of or in connection with this Agreement, or the breach, termination or invalidity thereof, that has not be resolved by an amicable solution shall be finally settled by arbitration in accordance with the Arbitration Rules of the International Commercial Court for Mediation, Conciliation and Arbitration (ICCMCA). The set of arbitration shall be PARIS, France. The language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall be composed of a sole arbitrator. The arbitration proceedings shall be confidential.

21 – ELECTRONIC SIGNATURE

Each Party may sign these GTCP, the Order or any other contractual document by affixing an electronic signature via a secure electronic signature platform and acknowledges that this electronic signature shall have the same legal value as a handwritten signature.

The Parties undertake not to contest the admissibility, enforceability or evidential value of these GTCP, the Order or any other contractual document on the grounds of their electronic signature and irrevocably waive all recourse, actions, claims and petitions against the drafters of these GTCP in respect of the electronic signature and its consequences.