

General Conditions of Purchase CORDERIE DOR

Preamble: The performance by the supplier (hereafter the "Supplier") involves the full and complete acceptance of the present general conditions of purchase (hereafter the "General Conditions of Purchase" or "GCP") in full right of the law. The present General Conditions of Purchase prevail over all general or particular conditions of sale of the Supplier which have not been accepted in writing by CORDERIE DOR. Any derogation from or amendment of the present conditions shall only be valid with the prior written agreement of CORDERIE DOR.

I. Orders: any order is formalised by CORDERIE DOR sending a written order note to the Supplier. The GCP are an integral part of the order.

In the context of an order relating to bespoke created items, the order process is initiated by CORDERIE DOR sending a diagram (specifications). The Supplier thus sends a proposal based on this diagram and particularly stating a price and minimum order quantity as well as the manufacturing times.

On the basis of the Supplier's proposal, CORDERIE DOR shall issue a written order note sent to the Supplier.

Any services associated with supplies (e.g. fitting/installation for commissioning, maintenance, training of CORDERIE DOR staff) are mentioned on the order note.

Any order is deemed as accepted by the Supplier for lack of returning an acknowledgement of receipt within a deadline of forty-eight (48) working hours from sending the order. Whatever the circumstances, any start of performance shall imply, on the part of the Supplier, acceptance without restriction of the terms of the order and the GCP.

II. Delivery and Delivery Times: delivery of equipment shall be done at the place of delivery, under the conditions defined on the order. Any delivery will have to be accompanied by a delivery note (indicating the order number, quantities, metering or weight delivered) and the nature of goods and equipment, according to the wording of the order, as well as any other document provided on the order and/or sent by CORDERIE DOR, particularly technical documents and certificates of conformity, elements that are indispensable to allow us to identify and control the supplies.

The delivery times accepted by our suppliers are imperative and must be rigorously respected. If the times agreed between the parties relating to partial or total deliveries are not respected, CORDERIE DOR reserves the right, notwithstanding damages that we can claim, to:

- cancel the order in whole or in part, in full right of the law, by registered letter with acknowledgement of receipt of means of respecting a period of notice of ten (10) days;
- demand the immediate delivery, in the condition, of the designs and/or equipment created and/or committed, in order to ensure fulfilment, the Supplier accepting responsibility for any additional costs relating to this;
- procure, at the expense of the defaulting Supplier, goods that are the object of the order from another supplier, subject to any other right and any compensation;
- apply, in full right of the law and without prior warning, late penalties when such penalties are provided on the order note.

These penalties do not release from liability and cannot be considered as a one-off and final remedy of the loss which CORDERIE DOR suffers.

For deliveries undertaken earlier than requested, CORDERIE DOR reserves the right to either (i) accept the delivery or (ii) return the goods to the Supplier at the cost of the latter. CORDERIE DOR reserves the right to return the additional quantities not ordered from the Supplier at the cost of the latter, the value of the goods and the return costs being thus paid by offsetting the amounts due by CORDERIE DOR for the products ordered and supplied.

The equipment shall have to be sent with sufficient protection so they are not subject to any deterioration during transport and storage, in accordance with regulation and standards in force, for which the Supplier is liable. The Supplier shall bear any consequences of a fault, an insufficiency or non-suitability of the protection, packaging or labelling of equipment that are the objects of the order.

III. Intellectual and Material Property : diagrams, sketches, models, technical specifications, particular documents, production tooling, inspection tooling and various means remitted or paid for to the Supplier are and remain the exclusive property of CORDERIE DOR, may be used only for the exclusive fulfilment of orders of CORDERIE DOR and must be made available with a single notice period of one (1) working day. They must not be destroyed, altered, nor communicated to third parties, nor used nor reproduced for any other performance without our written authorisation. The Supplier shall be considered as keeper of the elements above and shall insure liability for any damage, theft, disappearance or partial or total destruction

that may arise on said elements. It shall be up to the Supplier to take out insurance policies capable of providing cover to this end. These said elements shall have to be restored to a good operating condition on simple request from our company.

The Supplier shall have to insure the production and inspection tooling belonging to CORDERIER DOR and which are stored on the premises of the Supplier against any risks of damage or liabilities, and particularly take out product liability insurance on behalf of CORDERIE DOR and at their expense. The Supplier undertakes to allow at any time, the identification and claim for production and inspection tooling. The Supplier is prohibited from pledging or ceding the ownership of the products by way of guarantee.

The Supplier undertakes to meet the stipulations of the order relating to intellectual property rights and any transfer of intellectual property rights on the results relating to the fulfilment of the order.

The intellectual property rights relating to methodologies or knowledge, patented or otherwise, developed or honed under the order, as well as any documents referring to them, are transferred in full to our company, taking account of the performance of the order, to the exclusion of methodologies or knowledge prior to the order and belonging to the Supplier. In any case, the Supplier concedes to CORDERIE DOR a usage right of the intellectual property rights relating to any element needed to use the equipment that is the object of the order, for any legal duration of protection of rights at issue for the entire world.

IV. Confidentiality: each of the parties recognise that the information and documents supplied or communicated by the other party in performance of the order, with the exception of relevant information in the public domain, are confidential and are reserved for the sole usage of the party receiving them, and undertake to use them exclusively in the context of the order and in accordance with the provisions of the same. In this regard, the Supplier undertakes to take any measures to prevent divulging information received for the performance of an order.

CORDERIE DOR undertakes to respect the same obligations concerning the information coming from the Supplier and expressly mentioned as being confidential.

Furthermore, the Supplier is prohibited from any publicity concerning the order.

V. Acceptance and Inspection of Products: the products supplied are subject to acceptance checks by CORDERIE DOR. The acceptance by CORDERIE DOR is only final after quantitative and qualitative checks undertaken by our services. Unless there is a specific provision in the order, refusal of products supplied will be notified by CORDERIE DOR to the Supplier within a deadline of thirty (30) working days from the delivery. CORDERIE DOR will be able to proceed with partial acceptances. Any non-compliant product shall be returned at the expense and risk of the Supplier. Any delivery not accompanied by documents stipulated on the order and the corresponding delivery note may be refused by CORDERIE DOR and be the object of a return of products at the expense and risk of the Supplier. In the event of products being returned as non-compliant, CORDERIE DOR reserves the right to request the replacement or repair of said products at the expense of the Supplier. Should our company be obliged to be supplied the order either in whole or in part by another source, the defaulting Supplier shall bear, in full right of the law, the cost difference reported between the new order and the initial order of the defaulting Supplier. This cost difference shall be invoiced by CORDERIE DOR, notwithstanding the right of CORDERIE DOR to cancel the contract and/or claim compensation.

VI. Quality and Monitoring: the Supplier, as a professional, is responsible for the quality of supplies and service provisions and shall set up an inspection and quality management system suited to the criteria defined by the technical documents and by the performances required by CORDERIE DOR. In case of obligation to supply initial samples or models, the order is placed subject to their acceptance by CORDERIE DOR.

The Supplier is bound to inform CORDERIE DOR without delay of any modification that they envisage bringing to the composition of the equipment and/or the service provision or to their technical conditions of performance. Any modification will not be able to be made without the prior written agreement of CORDERIE DOR. Should CORDERIE DOR refuse the modification, the Supplier undertakes to resume the performance of the order as initially provided, without this discharging them from their obligations.

CORDERIE DOR reserves the possibility of delegating at any time a representative to monitor the performance of the order in the workshops of the Supplier and their sub-contractors where free access during working hours and any facilities to complete their task must be provided to them. Any information, assistance, usual means of inspection shall be put at the disposal of CORDERIE DOR so that they can be assured that the equipment ordered conforms to usual practice and the order is undertaken in the time provided in the order. The times normally needed to conduct inspections and tests cannot be suggested by the Supplier as justification for a delay in the performance of the order. The progress and performance inspections conducted in the course of manufacture or performance have the purpose of informing CORDERIE DOR and in no way commit our liability, any more than they release the Supplier from theirs.

All the administrative and technical documents submitted by the Supplier to CORDERIE DOR shall be in the French language,

unless otherwise expressly agreed in writing by the Parties.

The Supplier expressly recognises that holding the permissions required under the order is an essential condition without which CORDERIE DOR would not have entered into the contract (these permissions having to be valid for the entirety of the order). The Supplier undertakes to have at its disposal sufficient, qualified staff to perform the order which is entrusted to them. Recourse to staff on a temporary contract and/or recourse to temporary employment businesses and/or recourse to site contracts will have to be the object of formal acceptance by CORDERIE DOR as and when the recourse exceeds 15% of the number of those deployed by the Supplier performing the Service Provisions.

VII. Transfer of Title - Transfer of Risks: the transfer of risks associated with products occurs from the acceptance of the supply by CORDERIE DOR.

The transfer of title of products supplied happens as soon as the first payment under the order is made. Any reservation of title clause not explicitly accepted by CORDERIE DOR by a particular agreement shall be deemed unwritten.

VIII. Liability and Warranty: the Supplier undertakes to provide supplies in accordance with the order and applicable regulation, and free from any design, material and/or manufacturing fault, free from any apparent and/or hidden flaw, in accordance with usual and best practice, state of the art and normal requirements for usage, reliability, service life and proper operation.

Unless otherwise particularly stipulated in the order or agreed by a distinct contract, the warranty concerning machined parts, machines and installations start running on the day of supply and terminates twelve (12) months after commissioning of equipment. The warranty concerning primary materials and semi-finished products is exercised from the supply date. Should the warranty come into effect, the Supplier undertakes to replace without delay faulty goods or equipment, and indemnify CORDERIE DOR for any direct or indirect losses that may have been suffered due to the defects. Should the Supplier default, CORDERIE DOR reserves the right to have repairs made at the expense of the Supplier, notwithstanding the right of CORDERIE DOR to terminate the contract and/or claim compensation. Should the parts or equipment be replaced, the replaced parts or equipment shall be guaranteed for a new period of twelve (12) months starting from the date of their installation.

IX. Price, Invoices and Conditions of Payment: unless otherwise stipulated in the order, the prices appearing on the order are understood to be net, or with a discount to be deducted, to the exclusion of any duties, with the exception of VAT, fixed and non-revisable.

The invoices must be sent to the address of the registered office, for the attention of the "*Comptabilité Fournisseurs*" (Supplier Accounting) department, by email to the address mentioned on the order note and at the same time as the supply. The invoices shall only be entered into accounts and the payment terms start to run only if the statements appearing on the invoices are complete.

Invoices shall be sent according to the schedule provided in the order. Failing that, invoices shall be drawn up in full after acceptance of the equipment.

Unless otherwise stated in the order, non-disputed invoices are payable forty-five (45) days at the end of the month of the invoice issue date, except for transport services which shall be paid thirty (30) days from the invoice issue date. The method for calculating this deadline is the following: simply add forty-five (45) days to the end of the invoice issue date (for example, an invoice dated 2 January shall have to be paid before 17 March). If one of the invoices is not paid by its due date, the Supplier shall have to apply a late penalty, the amount of which cannot be less than three (3) times the statutory interest rate in force at the time of invoicing from the first day late. The Supplier shall also be able to claim a one-off indemnity for recovery costs of an amount of forty (40) euros, in addition to the late penalties mentioned above.

Invoices are payable in euros, unless otherwise mentioned in the order. Penalties and expenses due by the Supplier shall be payable by offsetting amounts owed by CORDERIE DOR.

X. Following Laws and Regulations in Force: the Supplier undertakes to follow all the legal and regulatory provisions in force applicable to their work, particularly with regard to:

- quality, composition, presentation and labelling of equipment ordered;
- environmental law.

By applying article D8222-5 of the Labour Code, the Supplier shall communicate to CORDERIE DOR, at the request of CORDERIE DOR during the conclusion of the contract and for the duration of the same:

- attesting the provision of social declarations issued by the social protection body responsible for recovering social security premiums incumbent on the co-contractor and dated less than six (6) months prior;
- an extract of the entry in the Register of Companies;
- a sworn statement certifying that the work shall be performed with employees employed regularly with regard to articles L.3243-1, L.3243-2 and L.3423-4 (compilation of payslips), L.1221-10 and following (nominative declaration) and R.3243-1 and following (statements on the payslip) and, as the case may be, L.5221-8, L.5221-11 and L8251-1 (foreigners in a regular position) of the Labour Code.

In addition, by applying article D8222-7 of the Labour Code:

- a document mentioning their individual identification number assigned by applying article 286 ter of the General Tax Code. If the co-contractor is not bound to have such a number, a document mentioning their identity and address or, as the case may be, the details of their specific tax representative in France;
- a document attesting the regularity of the social security situation of the co-contractor with regard to (EC) regulation no. 883/2004 of 29 April 2004 or an international social security agreement and, when the legislation of the country of domicile provides it, a document issued by the body managing the compulsory social security system and stating that the co-contractor is up-to-date with their social security declarations and payment of the relevant premiums, or an equivalent document or, failing that, a certificate of supply of social security declarations and payment of social security premiums and contributions provided in article L. 243-15 of the Social Security Code. In the latter case, they have the authenticity of this certification ensured by the body responsible for recovery of social security premiums and contributions;
- Where registration of the co-contractor on a professional register is compulsory in the country of establishment or domicile, one of the following documents:
 - o a document issued by authorities holding the professional register or an equivalent document certifying that registration;
 - o a quotation, a publicity document or professional correspondence, on condition that the name or the company name, the complete address and the type of registration in the professional register are stated;
 - o for businesses being set up, a document dated less than six months prior issued by the authority authorised to receive the registration to the professional register certifying the request for registration in said register.

These documents shall be compiled in the French language or accompanied by a translation in the French language.

The personnel of the Supplier appointed to perform the order shall remain, under all circumstances, placed under the legal subordination of the Supplier.

In the event where the said personnel/intervenor shall be called to work on the premises of CORDERIE DOR, they shall have to comply with the access timetables for the premises of CORDERIE DOR as well as the security procedures communicated in advance to the Supplier.

XI. Ethical Commercial Practices, Anti-Corruption: the parties are reminded that it is prohibited to offer or accept any offer or promise of compensation with a view to accomplish, delay or omit to accomplish an act in the context of their functions or even to offer or accept gifts, promises or advantages to abuse or have abused their real or supposed influence with a view to having obtained from an authority or a public administration distinctions, jobs, contracts or other favourable decisions.

In the context of performance of the order, the parties undertake to:

- comply with all the laws and regulations applicable against corruption and influence peddling, particularly the Sapin II law, whether that is through their directors, employees, agents, sub-contractors or any other person acting on their behalf. In this respect, the Supplier undertakes to do everything in their power to assure themselves that each of their sub-contractors complies with all the laws and regulations mentioned above;

- supply any information to the other party which would verify the compliance with the present article and inform the other party, as soon as possible in writing, if they get informed of an act which contravenes or would be susceptible of contravening laws and regulations applicable to combating corruption and influence peddling.

The Supplier declares and guarantees that its directors, employees, agents, sub-contractors or any other person acting on their behalf has never been prosecuted and is not the subject of or party to judicial proceedings in applying the laws and regulations applicable to combating corruption and influence peddling.

The Supplier declares and guarantees that themselves and their associated companies have implemented measures, policies and procedures needed to guarantee following all the laws and regulations applicable to combating corruption and influence peddling.

Any violation of this provision by any one of the parties is susceptible of constituting a serious shortcoming in the contract.

XII. International Sanctions: the Supplier declares and guarantees that themselves and their associated companies, as well as their directors, employees, agents, shareholders and effective beneficiaries do not appear on a Sanctions List. By “Sanctions List” is understood: the laws, regulations, embargoes or other restrictive measures on the subject of economic, financial or commercial sanctions adopted, administered, promulgated or applied by the European Union or one of its Member States.

The Supplier shall immediately inform CORDERIE DOR if themselves, one of its associated companies or one its directors, employees, agents, shareholders or effective beneficiaries is the subject of a Sanctions List during the term of the contract.

The Supplier undertakes that the equipment does not originate from a country registered on a Sanctions List.

XIII. Insurance: the Supplier attests they have taken out sufficient insurance guarantees to cover the liabilities they incur both with regard to CORDERIE DOR and third parties, due to the fact of performing the order, and undertake to produce proof of this on first request by CORDERIE DOR, said proof having to specify the amounts to the extent of which the Supplier is insured for the warranty period of the supply concerned.

XIV. Force Majeure: the liability of the parties shall not be committed in case of non-performance of their obligations or lateness in their performance resulting from a case of force majeure or act of God in the sense provided by jurisprudence. To be able to invoke the present provision, the party finding itself prevented from performing its obligations must inform the other party of this in writing as soon as possible after having been made aware of it, specifying the circumstances as well as forecast period of this force majeure. The prevented Party shall also have to keep the other party regularly informed of the development of the situation.

The prevented party undertakes to implement the appropriate measures to avoid, eliminate or reduce the consequences of the lateness and/or prevention and accomplish all the Service Provisions. The prevented party will be able to request in writing the immediate suspension, in full force of the law, of the order affected by the force majeure event. The performance of obligations of the prevented party shall be brought forward from a period at least equal to that of the period of suspension due to the force majeure or act of God. Consequently, as soon as the prevention due to the force majeure or act of God shall cease, said obligations shall resume for the contract term remaining to run on the date of suspension, increased by the suspension period. In any case, if the event of force majeure or the act of God lasts more than sixty (60) days, each party shall be able to cancel the order in full force of the law, without notice nor indemnification, by registered letter with acknowledgement of receipt. The cancellation shall take effect thirty (30) days after the date the registered letter has been sent.

XV. Personal Data: in the context of an order, each party shall act in the capacity of a distinct data controller in the sense of (EU) regulation 2016/679 of the European Parliament and Council of 17 April 2016 (the “GDPR”).

Each party concerned by it undertakes to follow the regulation in force applicable to the subject of personal data protection, and in particular the GDPR and any local regulations.

The Supplier and any person concerned may consult the Confidentiality Policy of CORDERIE DOR at the following address: <https://www.corderiedor.com/politique-de-confidentialite/>.

XVI. Cancellation Clause: should either one of the parties fall short in any one of their obligations under the order (including the General Conditions of Purchase), the party suffering loss shall be able, by registered letter with acknowledgement of receipt, remind the other party to remedy this shortcoming within a maximum period of thirty (30) calendar days.

At the end of this period of thirty (30) calendar days, if the shortcoming has not been resolved, the party suffering the loss shall be able to cancel in full force of the law the order concerned, by letter with acknowledgement of receipt and, notwithstanding any compensation claimed. The cancellation date shall be the date of receipt of this second registered letter with acknowledgement of receipt.

XVII. Change of Supplier's Situation – Inalienability: the order is concluded *intuitu personae* in consideration of the person of the Supplier. In case of change of management, shareholding, cessation of control, merger or absorption of the Supplier, the latter shall have to inform CORDERIE DOR of this immediately, who shall be able to cancel the contract in full force of the law by means of observing a notice period of fifteen (15) days. Unless otherwise stipulated in the order, the Supplier shall not be able to transfer, cede or delegate all or part of their rights and obligations by virtue of the order, without having obtained the prior written consent of CORDERIE DOR. In case of reorganisation and/or judicial liquidation of the Supplier, the latter shall have to inform CORDERIE DOR of this immediately.

XVIII. Economic Dependence: the Supplier declares that they are not, at the date of concluding the contract, in a situation of economic dependence with regard to CORDERIE DOR. The Supplier shall inform CORDERIE DOR in writing, as soon as possible, should the turnover achieved from CORDERIE DOR exceed 20% of its annual global turnover. In this case, the Supplier shall do everything possible to diversify their customer base and shall document their efforts. The parties shall meet every three (3) months to re-evaluate the situation and implement the necessary solutions until the turnover achieved with CORDERIE DOR falls below the threshold mentioned above.

XIX. Language: the General Conditions of Purchase are compiled in the French language. Should they be translated into one or more languages, solely the French version shall have legal force.

XX. Jurisdiction – Applicable Law: THE GENERAL CONDITIONS OF PURCHASE AND THE ORDER ARE SUBJECT TO FRENCH LAW. ANY DISPUTES THAT MAY ARISE CONCERNING THE VALIDITY, FORMULATION, INTERPRETATION, PERFORMANCE OR CANCELLATION OF AN ORDER SHALL BE THE EXCLUSIVE COMPETENCE OF THE COMMERCIAL COURT OF MARSEILLE, EVEN IN THE EVENT OF WARRANTY APPEAL OR PLURALITY OF DEFENDANTS.