

**1. SCOPE**

These General Conditions of Purchase ("GCP") apply, under the conditions defined below, to all Orders (purchase of goods and/or services) placed by Aerotec & Concept (company affiliated with Expleo) hereinafter referred to as – Aerotec-, its employees, as well as any contractual relationship relating to these Orders between Aerotec and the Supplier.

These GCP may be subject to special conditions agreed between the Parties.

**2. DEFINITIONS**

Independently of the definitions contained in any other applicable contractual document, the terms and expressions have the following designation and/or meaning.

**" Requirements "**: all of Aerotec's requirements and constraints communicated to the Supplier and/or that the Supplier may have become aware of during its analysis. Given its competence and professionalism in the context of the Supplies, the Supplier acknowledges having taken into consideration the said Requirements and having fulfilled, prior to the Order, its duty to advise, warn and alert.

**" Order "** means the special conditions, any document annexed and/or referenced in the special conditions as well as in these GCP. It is understood that in case of contradiction between them, these documents will prevail over the others in the order of this list.

**" Customer "** means the end customer, the legal entity with which Aerotec has entered into a contract.

**" Supplier "** means the seller, the manufacturer, the service provider, any natural or legal person who undertakes to execute the Order.

**" Supplies "** means any equipment, machine, tool, service, deliverable of any kind, and any other thing designated in the Order that the Supplier must create and/or provide, including, where applicable, the associated services.

**" Days "**: calendar days unless expressly stated in the Order.

**3. ACCEPTANCE OF THE ORDER**

The Supplier shall return the signed acknowledgment of receipt within five (5) working days of said Order.

If the acknowledgment of receipt is not returned to Aerotec within this period or if the execution of the Supplies has begun, the Order will be considered as definitively accepted by the Supplier under these conditions.

Any commitment to purchase by Aerotec is subject to the unconditional acceptance of the Order by the Supplier.

AS AN ESSENTIAL AND DETERMINING CONDITION OF SUPPLIER'S CONSENT AND EXPRESSLY EXPRESSLY EXCEPTED, ACCEPTANCE OF THE ORDER IMPLIES SUPPLIER'S ACCEPTANCE OF THE OBLIGATIONS AND INSTRUCTIONS DEFINED IN THIS ORDER AND/OR THE DOCUMENTS REFERRED TO THEREOF.

**4. RE-EXPORT OF GOODS AND TECHNOLOGIES AND CONTROL AT FINAL DESTINATION**

The Supplier must imperatively mention on the acknowledgment of receipt, mentioned in the article above, any regulations (in particular American or European) concerning the control at final destination applicable to the Supplies covered by the Order. By express agreement, the absence of information or the absence of references to the regulatory texts or the customs nomenclature is equivalent to the absence of any control at the final destination.

The Supplier shall indemnify Aerotec against any consequences resulting from the Supplier's failure to comply with any regulations relating to the control of the final destination not brought to its attention by the Supplier.

**5. SUPPLIER DECLARATIONS**

Unless expressly stipulated otherwise in the Order, the Supplier designs, produces and/or supplies all the Supplies with full project management, and in accordance with the provisions of the Order, the state of the art, laws and regulations. in force in France, as well as French and international standards, of which the Supplier guarantees that it is fully aware.

The Supplier undertakes not to make any modification concerning the form, content, operation, technical specifications or appearance of the Supplies without the prior written consent of Aerotec.

As substantial clauses of Aerotec's acceptance of the Supplier and of the execution of the Order, full compliance with the Requirements as well as compliance with the terms of the Order, in particular with regard to deadlines, dates, conformity of the Supplies to the Requirement, and the performance constitutes a performance obligation.

**6. SOCIAL PROVISIONS**

**6.1.** When the Supplier performs services on behalf of Aerotec, it undertakes to perform them using regularly employed staff, in particular with regard to articles L.8251-1 et seq. of the Labor Code relating to the regular employment of foreign workers, L.8221-3 and L.8221-5 et s. of the Labor Code concerning concealed work, L.1221-10 et s. of the Labor Code relating to hiring and employment formalities, L.1261-1 et s. of the Labor Code concerning employees temporarily seconded by a company not established in France, L.3243-1 et s. of the Labor Code concerning fixed remuneration and L.5221-5 et s. of the Labor Code concerning the employment of a foreign employee.

In accordance with article L.8222-1 of the Labor Code, when placing an Order relating to the provision of services for a minimum amount of 5,000 euros excluding tax, the Supplier undertakes to provide Aerotec, before the start of the service which constitutes the subject of the order, then every six (6) months until the end of its execution, all the documents referred to in article D.8222-5 of the Code of work for a Supplier established or domiciled in France, and in article D.8222-7 of the Labor Code for a Supplier established or domiciled abroad.

The Supplier also undertakes to comply with the provisions of articles D.8254-1 et seq. of the Labor Code, i.e. provide Aerotec with the list of names of foreign employees assigned to the performance of the service and subject to the work permit provided for in Article L.5221-2.

Thus, the Supplier established or domiciled in France must provide Aerotec, imperatively and before the start of the service covered by the Order, with the certificate mentioned in article L. 243-15 of the Social Security Code, stating that Safety social declarations and contributions and have been made.

The Supplier established or domiciled in France and seconding personnel to French territory, undertakes to provide Aerotec, before the start of the secondment, in accordance with article R.1263-12 of the Labor Code, with a copy of the declaration of secondment addressed to the territorial district of the DIRECCTE (regional directorate for businesses, competition, consumption, work and employment), in accordance with the provisions of articles R.1263-3, R.1263-4- 1 and R.1263-6-1; a copy of the document designating the Supplier's representative designated as the point of contact with the authorities in charge of combating illegal employment throughout the duration of the secondment in France (mentioned in article R.1263-2-1); as well as a copy of the A1 certificate per seconded employee (or a similar certificate for employees outside the EU) in accordance with article D. 8222-7 of the Labor Code.

**6.2.** When the Supplier performs all or part of its services that are the subject of an Order on one of Aerotec's sites, it undertakes to assume all of its obligations under the provisions of the decree of February 20, 1992 and the Order of April 26, 1996, re-codified by the Order of March 7, 2008, in particular to provide Aerotec with all information of any other nature necessary for the joint development of the prevention plan or the safety protocol. The Supplier undertakes to inform Aerotec, throughout the execution of the Order, of any new appropriate measure requiring a modification of the prevention plan or the security protocol.

For any service on an Aerotec site, the Supplier undertakes to respect and to ensure that its personnel respect all the measures defined in the prevention plan or the safety protocol, the health and safety rules contained in the internal regulations. of the sites concerned, as well as all the health and safety roles specific to its activity. They also undertake to implement all means likely to prevent risks and preserve the safety of their staff and anyone present on the site.

**6.3.** The Supplier undertakes to provide Aerotec, on first request, with a document containing the list of personnel made available in accordance with the terms set out in Articles L.2322-6, L.2312-8, L.4611-1, and L.2314-18 of the Labor Code and performing the services covered by the Order alongside Aerotec as well as the time spent by each member of staff, so that Aerotec is able to comply with the legislation on union elections.

**7. GENERAL PROVISIONS RELATING TO THE EXECUTION OF THE ORDER**

The Supplier must carry out the execution of the Supplies within the agreed deadlines and in accordance with the provisions of the Order in terms of quantity, quality, deadline, performance under obligation of result, and generally guarantee that the Supplies meet the use and requirements for which they are intended.

In addition, the Supplier undertakes to:

i) Determine and implement the human and material resources necessary for the proper execution of the Order,

ii) Search and verify all documents and information necessary for the performance of its obligations and, in particular, make any observations that appear appropriate to the Supplier on the input data, design or execution studies provided to it by Aerotec ,

iii) Alert and inform Aerotec of any information it may become aware of during the execution of the Order,

iv) Ensure the result of the Supplies under its responsibility and proceed with all compliant or additional supplies necessary for the lifting of the reservations required or requested by Aerotec ,

v) At the request of Aerotec , assist it in its claims with the Customer or a third party

vi) On pain of foreclosure, to report in writing to Aerotec, within a maximum period of five (5 ) days from their finding, any facts, omissions or deficiencies that may justify a modification of the Order and/or an extension of time . As long as the event is not due to an error or default by Aerotec and/or by mutual agreement, the Supplier shall be liable for the damage suffered by Aerotec. The Supplier will assign, for the realization of the Supplies and the satisfaction of the Needs, employees that it employs, competent and experienced in the Supplies and/or the Needs. Wherever the Supplies are made, the Supplier shall retain management and control of its employees and shall remain responsible for such persons, even if they are required to:

- Comply with the internal regulations and working hours in force on the Aerotec or Customer site
- Work collaboratively with Aerotec or Customer employees
- Get their feedback or technical guidelines

## 8. AUTHORIZATIONS - HEALTH AND SAFETY

### 8.1 AUTHORIZATIONS

The Supplier's personnel must have the technical, normative and administrative authorizations necessary for the complete production of the Supplies and provide proof of this upon Aerotec's first request. They can request Aerotec for any intervention on the subject, in particular for interventions to be carried out in protected facilities and sites. The Supplier shall ensure that it has the necessary means and authorizations to access the site(s) where the Supplies will be made when this takes place outside its own facilities, and therefore waives the right to invoke any breach attributable to an impossibility of access the site(s) except in the event of force majeure.

### 8.2 HEALTH AND SAFETY: GENERAL

The Supplier hereby undertakes to:

- Take all the special safety precautions required due to the nature of the Supplies it provides and the risks they entail
- Take all mutual security precautions made necessary by the simultaneous presence in the same place, or in the immediate vicinity, of other companies.

For certain Supplies subject to special medical monitoring, the Supplier must have carried out the inspections and checks recommended by the regulations in force. The Supplier shall apply the provisions of Decree No. 92.158 of February 20, 1992 relating to services provided by an external company.

### 8.3 COMPLIANCE OF SUPPLIES

Health, safety and respect for the environment are an integral part of the proper execution of the Order.

The Supplier is also required to inform and warn Aerotec of any specific element concerning its Supplies.

The Supplier undertakes to provide Aerotec with Supplies that fully comply with the safety and environmental rules applicable in the country of destination of the Supplies on the day of their delivery. Otherwise, they risk the cancellation of the Order under their sole responsibility.

For products subject to expiry, the supplier undertakes to provide equipment with a potential > or = at least 75%.

All of the information given by the Supplier does not in any way modify its liability related to the above commitments.

The Supplier fully assumes any breach by it or its subcontractors of safety, health and the environment, both with regard to Aerotec and with regard to third parties.

## 9. PRICE - INVOICING - PAYMENT TERMS

### 9.1 PRICES

The prices indicated in the Order are exclusive of tax, fixed, fixed, non-updatable and non-revisable for the complete Supply delivered under the conditions and at the place(s) provided for in the Order, with shipping costs and packaging paid in accordance with Incoterms 2020), in accordance with this Agreement.

The Supplier shall be responsible for all contributions and taxes due as a result of the execution of the Order, in particular locally in the event of export operations.

The Supplier is deemed to have taken into account in the establishment of its prices the hazards specific to its business and the nature of the Supplies and/or Needs.

The Prices are deemed to include, in particular, monitoring costs, all general costs, social charges, industrial risks, profits, travel and/or accommodation costs for staff, all logistics costs, the transfer of intellectual property and computer codes, insurance premiums, etc. .

In addition, if the Supplier is required to grant other purchasers overall conditions (price, payment or warranty conditions, etc.) more favorable than those provided for in the Order for comparable quantities, qualities and services, it undertakes to undertake to extend them to Aerotec from the day of their application to third parties.

### 9.2 BILLING

Invoices are sent to Aerotec for the attention of the purchasing department as indicated on the Order, in triplicate, necessarily including the complete reference of the Order, the name, the number of items delivered, the number of the corresponding line, the date of the delivery note and reference number, and/or the acceptance report signed by Aerotec and the price breakdown. An invoice will be established, separated by Order or by line if requested.

Failure to communicate the reference number of the Order placed will prevent the necessary checks from being carried out before payment, and the invoice will then be returned to the Supplier for compliance, and payment will be delayed accordingly, without the Supplier being able to claim possible late penalties.

### 9.3 PAYMENTS

All invoices issued by the Supplier will be paid on their due date subject to (a) compliance with the progress of the Order in accordance with the execution schedule and (b) proper receipt of the Supplies provided for in the Order.

Payments are made by draft at 30 days net from the date of issue of the invoice, unless otherwise stipulated in the Order and on the express condition that the corresponding Supplies have been executed, delivered and accepted under the conditions defined in the command.

No payment will be made if the Supplier has not provided the documents referred to in the Order or required by law.

The Supplier will only receive deposits according to the payment schedule defined in the Order.

If the Order provides for the payment of installments upon the total or partial execution of lots, phases or tranches, it is the Supplier's responsibility, when requesting an installment, to provide Aerotec with proof of the actual execution of the lots, phases or sections and their progress. This request includes, for each batch, phase or section executed, the corresponding amount, the down payment request being justified by the deliverable of the batch, phase or section, provided by the Order, or, where applicable, by the trial - verbal receipt of this deliverable by Aerotec.

In the event of a difference between the quantities invoiced and the quantities accepted, Aerotec may issue a credit note request or a debit note. Nevertheless, Aerotec reserves the right to suspend or withhold any payment until full execution of the Order.

The Supplier is not authorized to withhold or suspend all or part of the Supplies, even in the event of a dispute or delay in the payment of Supplier's invoices by Aerotec.

When the Order so provides, a holdback of at least five percent (5%) of the total amount, excluding taxes, of the Order may be withheld by Aerotec during the warranty period provided for herein.

The amount of any late penalties attributable exclusively to Aerotec will be fixed and in full discharge; it cannot exceed three times the French legal interest rate.

### 9.4 REDUCTIONS - DISCOUNTS - DISCOUNTS

Reductions, rebates and rebates granted by the Supplier, in particular quantitative ones, shall be fully applicable to Aerotec. For the calculation of these reductions and discounts, the cumulative quantitative and qualitative data of all Aerotec companies will be taken into account.

### 10. HOURS OF EXECUTION

The execution times established in the order are understood to be per order line, with the Supplies supplied to the delivery address or addresses indicated in the Order and run from the date of issue of the acknowledgment of receipt. of the Order and, no later than five (5 ) Days after the date of issue of the Order.

All the execution times and all the deadlines defined in the Order are understood as firm and binding deadlines and deadlines.

No cause for exceeding deadlines can be accepted, except in cases of force majeure as defined herein, the Supplier being required to comply with the schedule for the performance of Supplies established by Aerotec.

Any event likely to delay or affect the execution time of the Order will be reported to Aerotec by the Supplier at the time it occurs and at the latest, within the following five (5) Days, under penalty of foreclosure. This notification will mention the execution times concerned, as well as the workarounds and/or remedies that the Supplier proposes to implement, as well as, where applicable, the technical and financial consequences on the Order.

In the event of delay by the Supplier in relation to the deadlines or deadlines for execution indicated in the Order, Aerotec may, ipso jure and without prior notice, apply penalties (P) which would not relieve the Supplier of its contractual obligations, for the delay, calculated as follows

$$P = (V \times L) / 500, \text{ where:}$$

V= the total value, excluding taxes, of the late Supplies,

L = number of calendar days late.

In addition, as compensation for the damage suffered, a fixed penalty equal to five percent (5%) of the total Order will be due upon written notification sent by Aerotec.

The penalties will be deducted from the sums due by Aerotec under the Order or will be paid to Aerotec.

Under no circumstances shall the payment of the above penalties exempt the Supplier from the performance of its obligations under the Order, these penalties not releasing the Supplier from its contractual obligations, Aerotec reserving the right to claim compensation for the sustained prejudice.

If Aerotec does not invoice or deduct penalties, this cannot in any way be interpreted as a waiver of the benefit of the penalties.

Furthermore, in the event of late delivery, Aerotec may ask the Supplier, who undertakes to do so, to deliver the Supplies by express at its expense, to any new address that will be indicated to it in writing.

If the amount of the penalties indicated above exceeds ten percent (10%) of the amount excluding taxes of the Order line, Aerotec may, at its option, automatically and without formality, declare the cancellation or termination of the Order, without prejudice to: (I) any compensation that Aerotec may claim from the Supplier under the Order and/or on the basis of common law, and/or (II) Aerotec's right to place an Order with a third party at the expense, risk and peril of the offending Supplier. The Supplier shall pay all additional costs resulting from the non-execution of the Order within its deadlines.

### 11. FOLLOW-UP MEETINGS

According to the frequency agreed in the Order, and at least once a month, periodic Order follow-up meetings will be instituted, during which the Supplier will provide Aerotec with a report on the technical and economic progress of the Order. .

The Supplier undertakes, at no additional cost to the price defined in the order, to assign to the follow-up meetings bringing together the participants in the Order concerned, a representative authorized to take all measures relating to the execution of the Order.

These meetings will be held at the invitation of Aerotec or the Supplier according to the frequency defined in the Order.

Unless otherwise provided in the Order, the report will be drawn up by Aerotec and sent to the Supplier. They will be deemed accepted and will be enforceable from the date of receipt of the report by the Supplier, unless contested or reserved within three (3) working days.

### 12. DELIVERY

Delivery of the Supplies will be made DDP ( Delivered Duty Paid ) to the place of delivery agreed in the Order in accordance with INCOTERMS 2020.

The costs and risks of warehousing, packaging, transport including customs, handling, crating, unpacking, insurance, and generally all the consequences resulting from the delivery will be borne by the Supplier who undertake to support them.

All deliveries will be made during business hours and to the place(s) designated in the Order. Any delivery may be refused if it is not accompanied by a delivery note + airworthiness documents, on the Supplier's letterhead, recalling the Order number and the Supplies delivered under the same conditions (designation, specifications, etc.) as the Order and giving its detailed breakdown by carton or other packaging, as well as the gross and net weights.

Delivery will give rise to the signature by Aerotec of the delivery note presented by the Supplier or its carrier to the aforementioned location(s).

In the event of damage noted during delivery or unpacking, the delivery note shall bear Aerotec's reservations and oblige the Supplier to proceed as soon as possible

to the identical replacement of the Supplies concerned or, with the agreement of 'Aerotec, to the repair of the Supplies in question.

Delivery will then become effective after the replacement or repair referred to above and in any event on the day Aerotec signs the delivery note without reservation.

Aerotec cannot be held liable for any delay in payment caused by a delivery slip that is not provided, that is insufficiently precise or detailed, or that is illegible, or if the contractual documents provided for in the Order are not provided.

The quantities are those defined in the Order. Aerotec reserves the right to use advance deliveries and to pay for them only on the date contractually provided for in the Order.

Aerotec reserves the right to pay only on the full delivery date in the event of missing quantities.

Under no circumstances may the packaging be removed without the prior written consent of Aerotec. In case of agreement, the deposit will be reminded very clearly on the delivery note and on the corresponding invoice.

If Aerotec decides to postpone the dates of shipment or collection of the Supplies, the Supplies will be retained by the Supplier at its own risk. Notwithstanding any provisions to the contrary, under conditions of storage of the equipment suitable to protect the Supplies against any deterioration. The Supplier shall ensure the storage and insurance of the Supplies free of charge for six (6) months from the last scheduled date of shipment or collection. At the end of the sixth month of storage, the Supplier and Aerotec will examine together the arrangements to be made for the proper storage of the Supplies and the payment of the storage and insurance costs which could result therefrom. As such, it is up to the Supplier to inform Aerotec at least one (1) month before the expiry of this six-month period in order to allow the parties to execute this clause. Failing this, the Supplier shall obtain, at its expense, the extension of said insurance until the conclusion of an agreement with Aerotec.

The delivery of each of the Supplies means the simultaneous delivery of all the accessories or tools allowing the satisfaction and conformity of the Order, in particular the documentation, the computer programs, the software, the source codes and/or the wiring partner, assistance with the start-up, integration, testing and/or maintenance of the Supplies.

### 13. TRANSFER OF OWNERSHIP AND RISKS

#### 13.1 MEANS MADE AVAILABLE TO THE SUPPLIER

The Supplier is responsible for the storage, maintenance and use of whatever resources are made available to it by Aerotec or the Customer.

These resources are deemed to be in perfect condition unless a review by both parties establishes a different finding.

The provision of the means does not result in any transfer of ownership to the Supplier, notwithstanding the transfer of risks to the Supplier, which bears the costs of repairing or replacing the supplies in the event of damage not related to wear and tear. normal. tearing of said resources.

Unless otherwise provided or resulting from the nature of the resource provided, the Supplier shall return the resources in their original state at the end of the Order or at the first request of Aerotec.

#### 13.2 SUPPLIES SUBJECT OF THE ORDER

Ownership of the Services and Intellectual Supplies is transferred to Aerotec as and when they are produced by the Supplier.

Ownership of the Material Supplies shall transfer to Aerotec upon receipt, which may be effected at Supplier's premises, regardless of payment for such Supplies. Acceptance may be partial.

The transfer of risk takes place DDP in accordance with INCOTERMS 2020.

### 14. EXECUTION MONITORING

Subject to additional provisions that may appear in the Order, Aerotec and/or its Customers and/or the competent authorities have the option , after having previously informed the Supplier within a reasonable time, of carrying out the checks and tests that Aerotec deems necessary. . for the execution of the Order, at the Supplier's premises and during normal business hours.

Any non-conformity noted by Aerotec following these checks and tests will give rise to a written notification addressed to the Supplier, who will then be required to remedy the non-conformity at its own expense and within the agreed deadlines (failing this, within a period not to exceed eight (8) Days).

The checks and tests during the execution of the Order do not imply acceptance, even partial, of the Supplies. They cannot reduce the Supplier's liability, in particular as regards the extent of its own checks and its obligation to deliver the Supplies in conformity with the Order, nor exclude a subsequent refusal of the Supplies, without counting that these checks and tests cannot mitigate obligations and liability of the Supplier under the guarantee, nor transfer the risks and responsibilities to Aerotec.

**15. MODIFICATIONS – ADDITIONAL SUPPLIES**

Aerotec reserves the right to make, during the execution of the Supplies, the modifications, extensions, or deletions, which it deems useful or required by the circumstances. The Supplier hereby accepts the technical modifications of the Supplies and the changes in nature or consistency of the various Supplies which will be fixed, in writing, by Aerotec. Subject to their feasibility, the Supplier undertakes to perform all the additional services or modifications ordered as a result and which will be, for the additional services, valued on the basis of the price elements specified in the Order.

Unless expressly stated otherwise in writing in the Order, said modifications, whatever the basis, will only be executed after the signing of an amendment to the Order duly signed by the Supplier and Aerotec.

**16. ACCEPTANCE**

On delivery, the Supplies will be accompanied by a certificate of conformity + other airworthiness documents attesting that the Supplies comply with the Order and with the standards in force. If the Supplies comply with the Order, Aerotec will sign an acceptance report. In the case of a Supply of Supplies, the Supplier undertakes to send said report between the 25th and the last day of the month from the date of receipt.

If the Supplies do not in any way comply with the provisions of the Order and/or with the standards in force, Aerotec will refuse them and the Supplier will, at its expense, repair, correct, replace or reimburse the Supplies. . at Aerotec's option, together with all resulting costs and losses, without prejudice to Aerotec's other rights.

Any Supply refused by Aerotec will be taken back by the Supplier, at its expense, risk and peril, within eight (8) Days following the date of refusal. After this period, Aerotec reserves the right, at its option, either (i) to cancel the Order at the sole fault of the Supplier, without prejudice to any other claims, or (ii) after formal notice sent by registered letter with acknowledgment receipt of a response within a period of more than ten (10) Days, have the Supplies performed by another company, at the Supplier's expense, without the latter being able to object. The corresponding costs and disbursements will be invoiced to the Supplier and/or deducted from the sums due to it by Aerotec.

It is specified that in the event of a breach, omission or inadequacy in the execution of the Order, Aerotec will suspend payments after written formal notice of its decision, without any legal intervention being necessary.

If the Order provides for intermediate phases accompanied by payments, the Supplier may claim said payments once the Supplies corresponding to said phases have been verified by Aerotec, and have been the subject of an unqualified acceptance report.

**17. WARRANTIES**

The Supplier guarantees the compliance and performance of the Supplies, in particular with regard to the specifications of the Order and industry standards. Without prejudice to the guarantee against hidden defects or any other legal guarantees, the Supplier guarantees the Supplies for a period of twenty-four (24) months from the date of receipt in accordance with the provisions of this Contract, against design defects. , manufacturing, development, anomalies, bugs and installation defects.

The warranty consists, at Aerotec's option, of the correction/reconstruction, replacement or free repair of the Supplies by the Supplier or by a third party of its choice. The Supplier shall bear all the resulting costs, in particular the cost of parts without exception, labor, travel costs, transport costs generated by the return and reshipment of defective Supplies, even resold by Aerotec from and to their place of use. as well as all costs, charges and losses resulting therefrom.

The replacement or repair of the Supplies will take place within ten (10) working days from the return of the Supplies by Aerotec. The aforementioned warranties apply again to any repaired or replaced Supply

**18. MISSION**

The Supplier is solely liable to Aerotec for the execution of the terms and conditions of the Order, which it may not assign or transfer to a third party in whole or in part, without the prior written consent of Aerotec .

The Supplier shall immediately inform Aerotec of any material change affecting its legal structure or any change in the control of its share capital. Failure to comply with this clause may result, if Aerotec deems it appropriate, in the cancellation of the Order and the liability of the Supplier.

Aerotec remains free to assign or transfer all or part of its rights and obligations under the Order.

**19. SUBCONTRACTING**

Unless expressly stated otherwise in the Order, the Supplier may not subcontract all or part of the Order without having received the express and prior agreement of Aerotec. When Aerotec authorizes subcontracting, the Supplier expressly acknowledges compliance with the provisions of law no. 75-1334 of December 31, 1975 as amended.

**20. INTELLECTUAL PROPERTY**

All of the results of the Supplies prepared for the execution of the Order (including in particular the plans, studies, source codes, documentation, etc.) will be the exclusive material property of Aerotec.

If the results include intellectual property rights, whatever their nature, the Supplier grants to Aerotec , exclusively and definitively, all the property rights attached to the said Results. The Supplier guarantees that all studies, analyzes and design, analysis and production documents, databases, specific developments, interfaces, documentary deliverables, as well as all other elements subject to intellectual property rights created by the Supplier within the framework of the Order (hereinafter, the "Works") are his exclusive property and that nothing prevents the conclusion of the Order, or that he has obtained the necessary rights from their holders. The Supplier irrevocably undertakes to guarantee Aerotec against any counterfeiting, unfair competition or parasitism due to their use or exploitation by Aerotec. They will pay all financial consequences and judgments that may result for Aerotec.

The Supplier assigns to Aerotec, with all the associated legal guarantees, exclusively, as and when they are created, the exploitation rights on the source and object version of the Works.

The transfer of the Works to Aerotec is carried out for the entire legal duration of the intellectual property rights, as recognized by the laws in force and to come, for the whole world, without restriction, in accordance with the provisions of articles L.131-3 and L. .122-6 of the Intellectual Property Code, the application of which the Parties recognize to the Works, notwithstanding the scope of these provisions.

The rights assigned include:

i) For the right of reproduction: the right for Aerotec to reproduce or have reproduced by any third party of its choice, in whole or in part, the Works, on any current or future paper, magnetic or digital medium, without any limitation.

ii) For the right of adaptation: the right to translate or adapt the Works, in whole or in part, in any current or future language, the right to correct, the right to keep the Works; the right to decompile, assemble, mix, transcribe, digitize the Works; the right to bring any configuration to the Works; the right to interface the Works; the right to incorporate the Works into existing or future Works, subject to the rights of third parties.

iii) For the right of exploitation, use and representation: the right to use, personally or for the benefit of third parties, or to grant licenses, to dispose of the Works, to lend, to distribute the Works, to put the Works on the market for free or in exchange for money. All these rights mean the right to perform such actions on all or part of the Works, temporarily or permanently, free of charge or against payment, in a current or future form, whatever the purpose of these shares.

For all of these rights and actions, Aerotec may, at its option, exercise them itself or have them exercised by a third party of its choice, for any purpose, free of charge or against payment.

These elimination provisions concern the Works, in all their versions whether completed or not, as mentioned under the deliverables and/or supplies of the Order.

By this clause, the Supplier acknowledges that it no longer has intellectual property rights over the Works.

However, the Supplier retains free access to the ideas, concepts, methods, know-how, processes, advertising tools that it has developed, of which it owns or for which it has obtained a licence. The Supplier may use them for other projects. The Supplier may also carry out works derived from the Supplies and exploit them in any way it deems appropriate, subject to the property rights ceded to Aerotec under each of the Orders, and after obtaining assurance, where applicable, from of Aerotec, of the feasibility of such an operation.

**21. NON-SOLICITATION**

Unless expressly agreed in advance, the Parties undertake not to solicit with a view to hiring for themselves or for any other Group company to which they report, directly or indirectly, any employee of the other Party who has participated in the performance of the Services covered by this Contract, throughout the performance of this Contract and until the expiry of a period of fifteen (15) months from the termination of the contractual relationship. In the event of non-

compliance with this clause, the Injured Party may claim compensation representing the highest amount between a lump sum of fifty thousand euros (€50,000) or an amount corresponding to the last twelve (12) months of gross salary received by the employee plus the cost of recruiting his replacement.

The application of this clause will be excluded in the following cases:

- Hiring of terminated employee(s) of the other Party
- Liquidation of one or other of the Parties if the judicial administrator does not opt for the continuation of the Contract.

## 22. PROTECTION OF PERSONAL DATA

The term "personal data" refers to information allowing the direct or indirect identification of a natural person as defined by the Data Protection Act No. 78-17 of 06 January 1978 as amended and Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter together referred to as the "Regulation"). Any other capitalized term that is not defined in these T&Cs shall have the same definition as provided in the Rules.

Furthermore, in the context of the execution of an Order, the Parties undertake to comply with their obligations in accordance with the regulations applicable to the protection of Personal Data.

### 22.1 PROCESSING OF PERSONAL DATA BY THE SUPPLIER ON BEHALF OF AEROTEC

As part of the performance of the Supplies, the Supplier may process Personal Data for which Aerotec is responsible.

It is expressly agreed between the Parties, in the context of the Processing of Personal Data implemented for the purposes of executing Orders:

- i) The Supplier will act as Processor for Aerotec, which remains the Data Controller,
- ii) The Processing of Personal Data will be implemented for the duration of the Order; its purpose will be the provision of services as defined in the Order and will concern Aerotec staff, customers and partners alike.

The Supplier is informed that it must present sufficient guarantees as to the implementation of technical and organizational measures in order to meet the requirements of the Regulations and to protect the rights of the Persons Concerned. The Supplier shall immediately inform Aerotec of any change in its situation which may affect this obligation.

Under these GCP and unless otherwise provided for by the laws of the European Union or of the Member States to which the Supplier is subject, the latter undertakes, in its capacity as Subcontractor, to:

- i) Process Personal Data for the sole purpose of fulfilling the Order and in accordance with Aerotec's express instructions.
- ii) Ensure the security, integrity, conservation and confidentiality of Personal Data in order to protect this data in particular against any distortion, accidental or unlawful destruction, loss, alteration, disclosure or unauthorized access; in addition, the Supplier undertakes to implement any data security system that may be required either due to a relative impact analysis to be carried out by Aerotec as Data Controller, or due to a specific legislation requiring the use of specific data retention methods for Personal Data. ; not to communicate the Personal Data to a third party without the specific prior written consent of Aerotec, including a third party to whom it is necessary to transmit data in the context of the performance of the Services
- iii) Transfer to any Subcontractor, within the framework of a written agreement, all of its obligations under this clause, the Supplier remaining however fully liable to Aerotec.
- iv) Not to transfer the Personal Data outside the territory of the European Union without the prior written authorization of Aerotec, and subject to the implementation of the adequate safeguards provided for by the Regulations, such as the adequacy decisions of the European Commission or standard contractual clauses issued by EU authorities)
- v) Implement the necessary measures to respond appropriately as soon as possible, and at the latest within five (5) working days, to all requests for information from Aerotec concerning the Processing carried out by the Supplier of Personal Data , in particular following requests from Data Subjects and the

authorities (including audits). If the deadline imposed by an authority was twenty-four (24) hours, the Supplier undertakes to respond immediately.

vi) Cooperate and assist Aerotec, as necessary, in the preparation of responses to be provided to the authorities and persons concerned and, if necessary, in the performance of Impact Assessments in terms of data protection or Prior Consultation; in addition, if the Data Subjects assert their rights directly with the Supplier, the latter will immediately forward the request to Aerotec, which will provide the said answers.

vii) Immediately inform Aerotec of any audit or request received directly from national or international authorities concerning the Processing of Personal Data implemented within the framework of an Order

viii) Inform Aerotec if the Supplier believes that an instruction from Aerotec violates the Regulations

ix) Immediately alert Aerotec, and at the latest within twenty-four (24) hours of becoming aware of this incident, if the Supplier has reason to believe, or is convinced of the existence of a Data Breach Personal data processed within the framework of the Order, in order to enable Aerotec to comply with its obligations within the meaning of the Regulations, in particular with regard to informing the Data Protection Authorities and the Persons Concerned. In addition, the Supplier undertakes not to communicate this incident to third parties, and to take all necessary measures to put an end to this incident, repair the damage caused, and prevent such an event from happening again.

x) Return, at the end of the Orders, at Aerotec's option, in a readable and usable format, all Personal Data as well as copies processed on behalf of Aerotec, or destroy them according to the methods provided by Aerotec, and bring the evidence of such destruction. If the Supplier is obliged to retain Personal Data in order to comply with legal obligations, it will keep the Personal Data confidential and will no longer actively process it.

xi) Allow Aerotec to carry out, at any time and at its own expense, any verification that it deems useful to observe compliance with the Supplier's obligations established in this clause, through audits carried out by Aerotec or by mandated third parties by Aerotec. The Supplier and any Subcontractors will facilitate its mission, in particular by answering any questions and giving it access to all the tools and means necessary for the audit. The Supplier will implement, at its own expense, corrective actions within a timeframe to be agreed between the Parties, depending on the seriousness of the breach noted, where applicable, and, without prejudice to Aerotec's additional rights to claim damages and/ or to cancel the Order . .

### 22.2. PROCESSING OF PERSONAL DATA IMPLEMENTED BY THE PARTIES

As part of the execution of the Order, each Party is required to process Personal Data concerning persons representing or working on behalf of the other Party (for example, employees, consultants, etc.) in order to allow them to manage the contractual relationship and monitor the commercial relationship. Each Party undertakes to process the Personal Data collected in compliance with the Regulations and any other applicable regulations, for these sole purposes except with the prior written consent of the other Party.

## 23. CANCELLATION

### 23.1 WITHOUT DEFAULT BY SUPPLIER

The contractual relationship between Aerotec and the Supplier will end when the Supplier's contractual obligations have been fully performed; the accounts and any disputes with the Client and between the parties have been cleared and settled.

In the absence of precision in the Order, Aerotec may terminate the Order at any time by registered letter with acknowledgment of receipt taking effect upon receipt or within the period stipulated in said letter. The following provisions will then apply:

If the Supplies are paid for at a flat rate, an agreement will be reached between the Parties on the compensation to be granted to the Supplier, it being specified that such compensation will be limited to the additional expenses directly generated by this cancellation and duly borne by the Supplier, and to the exclusion of any indirect damage such as loss or reduction of exploitation, margin or gain.

In the event of subcontracting, the Supplier's indemnity shall be limited to the pro rata temporis indemnity granted by the Customer in the event of early termination without default by the Supplier.

If the Supplies are remunerated "by daily statement", no compensation is due to the Supplier due to early termination without default by the Supplier.

### 23.2. FOR A FAILURE OF THE SUPPLIER

Aerotec may terminate, at any time and without compensation, all or part of the Order, by registered letter with acknowledgment of receipt taking effect on the date of its notification or within the longer period mentioned in the said letter, in the event of breach by the Supplier of its contractual obligations, or if the ceiling for late payment penalties has been reached.

### 23.3. CONSEQUENCES OF CANCELLATION

Whatever the circumstances of the cancellation of the Order:

- i) The provisions which, by nature, continue after the completion of the Supplies will remain in force
- ii) The Supplier must return to Aerotec all the means made available to it within eight (8) days following the cancellation of the Order
- iii) By the mere fact of termination, ownership of all Supplies, documentation and/or other results completed or awaiting completion is automatically transferred to Aerotec, which may use them and exploit them or cause them to be exploited without reservation.

In the event of default by the Supplier, in addition to the aforementioned provisions, the following provisions shall apply:

- i) All costs (including the cost of having the Supplies taken over by a third party), additional costs and penalties borne by Aerotec as a result of its breach will be deducted from the payments due to the Supplier and/or invoiced to the Supplier
- ii) The Supplier undertakes, at Aerotec's request, to communicate and inform, free of charge and without delay, its replacement(s) concerning the information and know-how and the continuation and recovery of the Supplies in the right conditions

### 24. LIABILITY

The Supplier undertakes to repair all damages and losses suffered by Aerotec as a result of the execution of the Order. As such, the Supplier remains liable for all direct and indirect, bodily, material or immaterial damage and harm caused to Aerotec, its staff, its general contractors and subcontractors, or caused by its subcontractors, employees, its own suppliers, or its agents. In addition, the Supplier guarantees and indemnifies Aerotec against any action brought by third parties or Aerotec's subcontractors with respect to the Supplies. Thus, the Supplier undertakes to prove to Aerotec, by a certificate dated and signed by its insurer, that the Supplier holds with a notoriously solvent insurance company a professional civil liability insurance policy and the effective payment of the corresponding premiums, covering material and immaterial damage caused to the persons/legal persons referred to above or to any third party, in the context of the execution of the Order.

These insurance policies will be maintained by the Supplier for the duration of the execution of the order and the consequences thereof.

This certificate and the supporting documents will be sent to Aerotec prior to the signing of the Order, and during its execution, at the first request of Aerotec.

### 25. FORCE MAJEURE

The Party invoking a case of force majeure is required to inform the other Party within five (5) Days of becoming aware of its generating event. It will inform the other Party of the probable duration of its effects. He will also be required to minimize all its consequences, both for himself and for Aerotec.

If the case of force majeure lasts longer than thirty (30) Days, the Party having an interest therein shall inform the other Party of the cancellation of the Order. In such a case, only the price of the Supplies actually delivered or the parts of the Order executed before the start of the case of force majeure will be payable by Aerotec.

All excess sums paid in the form of advances by Aerotec will be reimbursed to it by the Supplier within thirty (30) Days following receipt of the notification of termination for force majeure.

A strike on the Supplier's site and/or that of its subcontractors does not constitute a case of force majeure.

### 26. CONFIDENTIALITY

The Supplier is prohibited from disclosing to persons/legal persons other than those authorized to receive them under the Order, the documents, quotes, plans and other written and/or oral information received during the performance of the Order.

The Supplier undertakes to apply and to ensure that its personnel apply the strictest confidentiality regarding the information.

Consequently, the Supplier is prohibited from reproducing, other than for the needs of the Order and with all the necessary precautions, or from communicating,

in any form whatsoever, said information and is required to return any written information at the end of Order or at first request from Aerotec.

### 27. ETHICS

The Supplier undertakes not to act in such a way as to expose it to criminal proceedings for fraud, breach of trust, receivership or fraudulent judicial liquidation, or for unlawful acts under competition law, or having as their object the attribution of illicit advantages, or acts of corruption towards persons working for the Supplier or any other third party.

In the event of breach of the aforementioned commitment, Aerotec reserves the right to terminate without notice any current relationship with the Supplier and to break off any negotiations.

Irrespective of the foregoing, it is recalled that the Supplier is required to comply with all laws and regulations applicable to its business and its commercial relations with Aerotec.

### 28. APPLICABLE LAW

In contractual relations, French is the only official language.

The Order is governed by French law and excludes the application of the Vienna Convention of April 11, 1980 on contracts for the international sale of goods.

Any legal action against Aerotec must be brought within a maximum period of two (2) years following the occurrence of the alleged breaches (unless the legal deadlines are shorter).

### 29. COMPETENT JURISDICTION

In the event of legal action, express jurisdiction is attributed to the Commercial Court of Paris, notwithstanding plurality of defendants or appeal in guarantee, even in summary proceedings or in summary proceedings for all ex parte requests.

### 30. REACH REGULATION:

The Supplier is fully responsible that its supplies are made in accordance with the provisions of Regulation (EC) No 1907/2006 concerning the registration, evaluation and authorization of chemical substances as well as the restrictions applicable to these substances (here -after "REACH regulation"). The supplier is in particular responsible that the substances contained in the products supplied by him have been subject to prior registration and then registration, if necessary according to the REACH Regulation, and that safety data sheets comply with the provisions of the REACH Regulation as well as the information required according to Article 32 of the REACH Regulation are made available to REHAU. In the event that the supplier provides articles according to the definition contained in article 3 of the REACH Regulation, he is fully responsible for compliance with the obligation to communicate the information as defined by article 33 of the REACH Regulation.