

1. DEFINITIONS

Acceptance: the acceptance of the Works completed in accordance with Article 8 of these General Purchasing Conditions.

Background Intellectual Property: all elements, whatever their form, nature, medium, protectable, patentable or not within the meaning of the Intellectual Property Code acquired prior to the date of signature of the Order and/or acquired independently during the period of execution of the Order, without violation of the provisions thereof, including the Information disclosed by SODERN.

Delivery: the delivery of the Works in accordance with Article 6 of these General Purchasing Conditions.

Entrusted Assets: any prototype, machine, tool, die, mould, test bench and/or measuring equipment that SODERN makes available to the Supplier.

Export Rule(s): laws and regulations controlling exports and imports.

Foreground Intellectual Property: all elements, regardless of form, nature, medium, protectable, patentable or not within the meaning of the Intellectual Property Code that result from the execution of the Order.

General Purchasing Conditions: the general purchasing conditions set forth in this document.

Information: all data or any kind of information (technical, commercial, financial, or other) communicated or obtained directly or indirectly during the Works by any means and on any medium that includes, without limitation, any expertise, process, method, plan, drawing, study, including when they are likely to be protected by intellectual property law.

Order: the document issued by SODERN and sent to the Supplier that notably includes, but is not limited to, the designation of the ordered Works, the deadlines, and the price of the Works.

Party(ies): the individual or collective designation of SODERN and/or the Supplier.

Site: refers to the SODERN site established at 20, Avenue Descartes, 94450 Limeil-Brévannes Cedex, France.

Special Conditions: the special conditions specified in the SODERN Order that amend and/or supplement the General Purchasing Conditions.

Supplier: the natural person or legal entity designated in the Order.

Works: all supplies and/or services that the Supplier shall perform in accordance with the provisions of the Order, including any equipment manufactured for the requirements of the Order.

2. ACCEPTANCE OF THE ORDER

2.1 Acceptance of the Order implies acceptance of these General Purchasing Conditions and the Special Terms and Conditions. In the event of any inconsistency between the General Purchasing Conditions and the Special Conditions, the Special Conditions shall prevail.

2.2. The Order shall be deemed to have been accepted when the acknowledgement of receipt attached to the Order, duly signed by the Supplier, is returned to the designated SODERN correspondent within a period of time that is compatible with the Delivery period stipulated in the Order and no later than five (5) business days following receipt of the said Order. If the Supplier fails to comply with this procedure and begins to perform the Works, it shall be deemed to have accepted these General Purchasing Conditions and the Special Conditions specified in the Order.

2.3 Orders shall only be valid if they are issued in writing by the SODERN Purchasing Department and signed by an authorised representative of SODERN.

2.4 As soon as the Order is accepted, the Supplier shall be obliged to perform the Order in compliance with the documents referred to in the Order, employing accepted trade practices and state of the art solutions.

3. MODIFICATION OF THE ORDER

3.1 No modification made to these General Purchasing Conditions and/or Special Terms and Conditions specified in the Order shall be binding on SODERN, unless the latter has given its prior written consent.

3.2 Modifications requested by SODERN

At any time, SODERN may send a written request to the Supplier stipulating changes to the Order and/or the performance of the Works. The Supplier shall comply after the Parties have agreed in writing to an amendment of the conditions of these modifications. The Supplier must inform SODERN as soon as possible of any repercussions resulting from these changes, particularly on deadlines, costs and quality.

3.3 Modifications proposed by the Supplier

Any change proposed by the Supplier shall be subject to SODERN's prior written consent. Any such modification is governed by the provisions of Article 3.2 above. In the event of non-compliance with these provisions, SODERN reserves the right to demand, at the Supplier's expense, that the related Works be brought into conformity with the requirements of the Order as well as the payment of any costs incurred by SODERN that may result.

4. ACCESS TO THE SUPPLIER'S PREMISES

SODERN's representatives and/or SODERN's customers shall have access to the premises where the Work is performed at any moment during a working day, subject to compliance with the internal regulations and safety rules of the Supplier and/or its subcontractors and suppliers, whether this be the Supplier's premises or at the premises of its subcontractors and suppliers.

5. ENTRUSTED ASSETS

5.1 SODERN may make available Entrusted Assets to the Supplier that are required to perform the Order, which shall be deemed to be on loan pursuant to Articles 1875 and following of the Civil Code. The Entrusted Assets shall remain the property of SODERN. They must be identified, labelled "Sodern Property", inventoried, and stored in a specific place. Any modification or adaptation of an Entrusted Asset on loan from SODERN may only be implemented with SODERN's written consent, which shall define the condition in which the modified Entrusted Asset shall be returned to it.

5.2 The Supplier undertakes to use the Entrusted Assets at its premises uniquely for performing the Works covered by the Order. Any change of use and/or location of use is subject to the SODERN's prior written consent.

5.3 The Supplier shall retain full responsibility for the Entrusted Assets that are necessary for the performance of the Order. Unless otherwise provided for in the Order, it shall bear all costs resulting from the following obligations:

- their safekeeping and maintenance in perfect operational condition according to their nature and any applicable standards and prescriptions,
- the replacement of the Entrusted Assets that are damaged or lost or that show abnormal or excessive wear and tear following a SODERN request by registered letter with acknowledgement of receipt, with their return to SODERN in perfect working order.

5.4 The Supplier undertakes, at its own expense and risk, to deliver all of the Entrusted Assets to SODERN's premises without delay no later than the expiration of the Order or in any event of termination.

6. TRANSPORT AND DELIVERY

6.1 Any Delivery of Works shall be made in accordance with the "Delivered Duty Paid" procedure (DDP - Incoterm® CCI 2020) at the Site or, as the case may be, at the place of Delivery indicated by SODERN in the Order, including unloading at the Site or at the place of Delivery indicated by SODERN at the Supplier's risk and expense.

6.2 The Supplier undertakes to deliver the Works in packaging that is suitable for the nature of the Works, their mode of transport and storage, to ensure that the Works are delivered in perfect condition. The packaging shall be produced at the Supplier's risk and expense in accordance with the regulations and standards in force.

6.3 The Works shall be delivered accompanied by the documents specified in the Order.

6.4 The Supplier shall be liable for any damage to the Works caused by incorrect, inadequate and/or insufficient packaging, marking, or labelling. In particular, it shall be obliged to replace any lost or damaged Works at its own expense and risk and within the time-frame indicated by SODERN.

6.5 Any Delivery of Works to SODERN must occur on working days from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:00 p.m.

6.6 The outer packaging of each package shall bear the Supplier's logo, the name and address of the sender, the name of the SODERN contact person and the Order number. When the carrier enters the Site, it must specify the reason for its visit and present valid ID which will be returned when leaving the Site. The carrier must fill in a document relating to the loading and unloading operations. Any Delivery must be accompanied by a delivery note containing the above-mentioned information.

6.7 Delivery of the Works does not constitute Acceptance of the Works. Acceptance shall be implemented in accordance with Article 8.

7. DEADLINES

7.1 Time is of the essence with respect to the Delivery of the Works. The Parties agree that it is imperative to comply with the deadlines stipulated in the Order and that this constitutes an essential obligation of the Order without which Purchaser would not have issued the Order. The Supplier must immediately notify SODERN of any delay in fulfilling its obligations, specifying the causes and possible consequences of any such delay. It undertakes to minimise such delays by any means, at its own expense, and to inform SODERN of the measures it intends to take to remedy these delays. The fact that SODERN has been informed of any delay does not in any way diminish the Supplier's contractual liability in terms of its obligations under the Order.

7.2 In the event of non-compliance with the contractual deadlines, SODERN reserves the right to apply liquidated damages, *ipso jure* and without prior notice, amounting to 0.6% of the amount of the Order per day of delay, these liquidated damages being capped at 15% of the total amount of the Order.

7.3 SODERN will notify the Supplier of the amount of liquidated damages incurred. If there is no response from the Supplier within fourteen (14) days, the amount claimed by SODERN is deemed to have been accepted. Payment for these liquidated damages shall be directly charged to the invoice for the Order. If there are any liquidated damages that exceed the amount still owed to the Supplier, the Supplier undertakes to complete this payment as soon as possible and within 30 days. In the event of a delay exceeding fifteen (15) days, SODERN reserves the right to cancel the Order.

7.4 The Supplier's payment of the aforementioned late payment liquidated damages does not release the Supplier from its performance obligation towards SODERN, nor shall it deprive SODERN of its right to invoke the following Articles 19 and/or 20 and/or to obtain all or part of its supplies for the Works related to the Order from any other supplier, at the Supplier's expense and risk.

7.5 Works rejected by SODERN shall be deemed to be undelivered.

8. ACCEPTANCE OF WORKS

8.1 In cases where an Acceptance procedure is stipulated in the Order, Works are only accepted when this Acceptance procedure has been completed. If there is no Acceptance procedure stipulated in the Order, the Acceptance of the Works shall be notified by SODERN no later than two (2) months after their Delivery. This Acceptance shall not constitute proof of the absence of a latent defect and shall not prejudice SODERN's rights under the Order or applicable law.

8.2 In the case that Works are rejected,

- SODERN will inform the Supplier in writing by post or by e-mail;
- the Supplier undertakes to submit its observations within five (5) working days of receiving the written notification of rejection; and
- SODERN may either:
 - (i) decide to apply Article 20.1 below,
 - (ii) require the Supplier as soon as possible to replace or repair the rejected Works in order to comply with the Order's requirements,
 - (iii) substitute itself or a third party for the Supplier at the Supplier's expense and risk to bring the Work into compliance if the Supplier fails to do so within the time specified..

SODERN shall be entitled to demand that the Supplier pay all expenses, damages, losses, and additional costs incurred by SODERN resulting from a Delivery of Works that are not compliant with the Order.

9. TRANSFER OF OWNERSHIP AND RISK

9.1 Ownership shall be transferred on the earliest of the following dates: Delivery date of the Works or the payment date for the Works.

9.2 The risks associated with the Works are the Supplier's responsibility up until Delivery in accordance with the Incoterm jointly chosen by the Parties or, failing that, in accordance with Article 6 of these General Purchasing Conditions.

10. WARRANTY

10.1 Unless otherwise stipulated in the Order and without prejudice to the application of the legal warranties, the Supplier guarantees, for a period of twenty-four (24) months from the Acceptance stipulated in Article 8 above, that the Works are (i) compliant with the Order, (ii) free of any design, manufacturing, or material defects, (iii) compliant with SODERN's quality requirements, accepted trade practices and the state of the art, and (iv) compliant with applicable regulations.

10.2 The contractual warranty provides SODERN with the choice of either repairing or replacing all defective Works within a maximum period of thirty (30) days at the Supplier's expense and risk, or, in the case where no action is taken to bring the Works into compliance within the specified period, the possibility for SODERN to substitute the Supplier by itself or a third party at the Supplier's expense and risk, or the reimbursement to SODERN for the defective Works. The Supplier shall be responsible for all costs related to the defective or non-compliant Works, including but not limited to dismantling, re-installation, transport, certification, and testing. This warranty clause is without prejudice to any compensation for damages suffered by SODERN.

10.3 The above warranty shall apply, again and under the same conditions, to all repaired or replaced Work.

11. SUBCONTRACTING

11.1 Where subcontractors are used for the performance of part of the Order, the Supplier undertakes to seek SODERN's prior written consent. If SODERN accepts the use of subcontracting, the Supplier shall provide SODERN with a written list of its subcontractors. SODERN reserves the right to demand a change of subcontractor during the performance of the Order.

11.2 The Supplier remains solely and fully liable for all Works with regard to SODERN, whether they are performed by itself or by its own subcontractors and suppliers. The Supplier shall guarantee and indemnify SODERN against any claims by its own subcontractors and/or suppliers.

11.3 The Supplier undertakes to ensure that its subcontractors and suppliers fully accept the requirements of SODERN. The Supplier shall provide a copy of the contracts concluded with its subcontractors at SODERN's request.

12. PRICE, PAYMENT, INVOICING

12.1 Unless otherwise agreed, the price quoted in the Order for the performance of the Works shall be a firm and final lump sum inclusive of all taxes. The price shall be deemed to include all the activities that enable the Supplier to fulfil its obligations under the Order. The Parties agree to exclude the application of Article 1195 of the Civil Code, taking on responsibility for the consequences of any change of circumstances that may result during the performance of the Order.

12.2 Payments shall be made in euros. Unless otherwise stipulated in the Special Conditions of the Order, no invoicing shall occur until the Works have been delivered. The Supplier must comply with any payment plan that is defined in the Order.

12.3 Invoices shall be established in one (1) copy by the Supplier upon Delivery. Invoices must be sent to the address indicated in the Order. Invoices shall be established in accordance with the regulations in force, shall comply with the tax rules in force, and shall include the reference and date of the Order, description of the Works with the corresponding line number, the date, the delivery slip reference, and the detailed price.

12.4 SODERN shall check the invoice within thirty (30) days of receipt. Invoices should never be attached to Deliveries. Any invoice that is not established in accordance with the conditions of this article shall be rejected by SODERN and returned to the Supplier for correction. The payment period shall be counted from the date SODERN receives the corrected invoice, under the conditions defined in this article.

12.5 SODERN has initiated a process of digitalising invoices. The Supplier shall implement the procedures required by law to deal with the digitalisation implemented by SODERN.

12.6 All payments shall be made by bank transfer within forty-five (45) days from the invoice's issuance date or thirty (30) days from the Acceptance date, whichever is the earliest.

In the event of late payment, the Supplier shall be entitled to demand payment of late payment penalties calculated at a rate equal to three times the legal applicable interest rate in France, plus a fixed compensation for collection costs equal to forty (40) euros in accordance with French law.

12.7 Compliance with the obligations set forth in this article is essential for the performance of the Order. In the event of breach, SODERN shall have the right to terminate the Order in accordance with Article 20.1, without providing any prior notice.

13. INTELLECTUAL PROPERTY

13.1 Background Intellectual Property

Each Party retains their Background Intellectual Property. The Supplier grants SODERN a free, non-exclusive, irrevocable, transferable and sub-licensable right to use the Background Intellectual Property that it implements for the performance of the Order; for the full legal period of protection for the intellectual property rights relating to the Background Intellectual Property, worldwide, in order to allow SODERN to use the documentation and/or the Works in accordance with Article 13.2.

13.2 Foreground Intellectual Property

The Foreground Intellectual Property produced by the performance of the Order and the related intellectual property rights are and shall remain the exclusive property of SODERN, including inventions, and SODERN shall be entitled to protect them by any type of industrial property title.

If the Foreground Intellectual Property is protected by copyright, Supplier assigns to SODERN all economic rights to the Foreground Intellectual Property on an exclusive basis. The assignment is granted for the duration of legal protection by copyright and throughout the world. As such, SODERN acquires without limitation the rights to use, exploit, reproduce, represent, adapt, modify, translate, distribute and market all or part of the Foreground Intellectual Property. SODERN may also transfer or sub-license all or part of these rights to a third party.

Any user rights granted to the Supplier shall be subject to a specific agreement. In this respect, the Supplier shall refrain from registering any industrial property title on the Foreground Intellectual Property.

13.3 Guarantee against third party claims

13.3.1 The Supplier declares that it is the holder of the intellectual property rights granted or assigned under the Order and that it has the right to grant or assign any such rights.

13.3.2 The Supplier shall fully guarantee and indemnify SODERN against any claim and/or action brought by a third party against SODERN and/or its customers related to an infringement of the intellectual property rights of this third party as a result of the performance of the Works and/or the use of the Supplier's Background Intellectual Property and/or Foreground Intellectual Property or from an infringement of intellectual property rights resulting from the Works that are the subject matter of the Order and/or its use.

13.3.3 SODERN shall notify the Supplier of any claim as soon as possible. In the event of any claim, the Supplier undertakes, under the aforementioned guarantee, to immediately and voluntarily intervene and to take charge of the proceedings.

13.3.4 From the earliest appearance of a third party's claim against SODERN, the Supplier shall take any measure they can to stop the disruption and shall provide SODERN with assistance, in particular by communicating any evidence or useful documents that the Supplier may hold or obtain.

13.3.5 In the event that SODERN is forced to stop using and/or operating with all or part of the Works, the Supplier is committed to replacing and/or modifying all or part of the Works so that the Intellectual Property Rights granted to SODERN can no longer be challenged, it being specified that the Supplier undertakes to implement these actions at its own expense and without prejudice to SODERN's right to terminate the Order.

13.3.6 In all cases, the aforementioned modifications and/or replacements must comply with the provisions of the Order, in particular the performance and functionality of the modified and/or replaced Works, which shall be equivalent to those provided in the Order.

13.3.7 In the context of the above claims, the Supplier will reimburse SODERN in full for any and all sums and expenses that SODERN may have to bear for any reason whatsoever, including costs, fees, damages, and interest, at its first request and without delay.

14. CONFIDENTIALITY

14.1 Any Information disclosed by SODERN shall be strictly confidential without SODERN being required to specify this.

14.2 The Supplier shall take any precautions necessary to protect SODERN's Information and ensure its confidentiality. The Supplier undertakes to disclose SODERN's Information uniquely on a need-to-know basis to members of its personnel and/or personnel of its subcontractors and authorised suppliers who perform the Works. The Supplier undertakes to ensure that its employees, subcontractors and suppliers are informed of the strictly confidential nature of the said Information and that they undertake to respect the said obligation of confidentiality.

14.3 When the Order expires or is terminated and/or at any time requested by SODERN, the Supplier shall return or destroy all of SODERN's Information and copies in its possession within two (2) weeks, regardless of the medium.

14.4 This obligation of confidentiality shall apply from the acceptance of the Order and will remain in force for ten (10) years from the Order's expiry or termination. In addition, any publicity referring to the Work and/or the Order used for any purpose whatsoever shall be subject to SODERN's prior written consent.

15. SECURITY AND PROTECTION OF SECRETS

15.1. Within the framework of the legal and regulatory provisions concerning the protection of national defence secrets, the Supplier that is required to hold classified information or media in the context of the Order undertakes to protect this classified information or media by taking into account the specific stipulations defined in the contractual security plan.

15.2 The Supplier declares that it will comply with the obligations resulting from the application of these provisions as well as those arising from all legislative and regulatory texts relating to the protection of national defence secrets.

15.3 Any breach or non-observance of one or more of these obligations by the Supplier, even in cases where it results from imprudence or negligence, may lead to the termination of the Order for fault and the cancellation of the Supplier's authorisation to access classified information or media, without prejudice to the penalties provided for in the relevant provisions of the Criminal Code.

16. LIABILITY

16.1 The Supplier shall be liable for any damage caused by the performance of the Works to its agents, employees of SODERN and those of third parties, and shall be responsible for all consequences.

16.2 The Supplier shall be liable for and bear the consequences of any damage to existing works or installations related to or resulting from the performance of the Works, as well as to property belonging to SODERN or to third parties.

16.3 The Supplier shall be liable for and bear all the consequences of any accidents or damage that occur during the Works and that are caused by the Supplier, its personnel and/or agents and/or the materials used, regardless of what they are, including any materials that SODERN may have made available.

16.4 The Supplier shall be liable for all damages, losses and costs (including indirect costs) arising from any failure to perform or the incorrect performance of its obligations under the Order. The Supplier shall compensate SODERN for all damages suffered by the latter.

16.5 As a producer of waste electrical and electronic equipment, the Supplier is responsible for organising and financing the collection, processing, and recycling of these waste products in accordance with the legal provisions in force.

17. INSURANCE

17.1 The Supplier undertakes to subscribe to and maintain the necessary insurance policies with a solvent insurance company and to maintain in force this insurance that covers the financial consequences of its civil liability (contractual and tortious), in all cases where this liability could be or would be incurred, during or as a result of the performance of the Works or after the Delivery of Works, products, sub-assemblies, or manufactured items and, more generally, for any potential legal consequences resulting from damage of any kind (direct and indirect, bodily, material and immaterial) caused to SODERN and/or SODERN's customer and/or any third party as a result of the performance of the Work.

17.2 When requested by SODERN, the Supplier must produce a certificate from its insurance company providing full details of the liability covered, its payment of premiums and the amount of the guarantee. In no case shall the deductibles payable by the Supplier be enforceable against SODERN.

18. FORCE MAJEURE

18.1 The Party affected by a force majeure event, excluding increases in the price of raw materials, strikes, or other industrial actions, shall notify the other Party within five (5) working days, describing the related event in detail and providing any evidence and information that would enable it to assess its impact on the performance of its contractual obligations.

18.2 A force majeure event shall have the effect of suspending the performance of the obligation which has become impossible for the duration of the event. No Party shall be liable to pay compensation on these grounds. The contractual deadlines are extended by the duration of the force majeure event.

18.3 If the period during which the performance is suspended exceeds two (2) months, the Parties may terminate the Order in accordance with Article 20, unless the Parties agree otherwise.

19. SUSPENSION OF WORKS

SODERN reserves the right to request in writing the total or partial suspension of the performance of the Works for a given period of time. The Supplier shall cease its performance of the Order upon receipt of the notice of suspension. The Supplier must provide information on the possible repercussions of the suspension, in particular on deadlines, costs, and quality.

20. TERMINATION

20.1 SODERN shall be entitled to terminate the Order after sending a registered letter with acknowledgement of receipt to the Supplier:

- in the event of a breach by the Supplier of any of its obligations under the Order, if the Supplier has not remedied such breach within thirty (30) days following receipt of formal notice sent by SODERN in the form of registered letter with acknowledgement of receipt, without prejudice to any damages that may be claimed by SODERN;
- with immediate effect in the event of non-compliance with the obligations set out in Articles 23, 24, 25, and 26 of these General Purchasing Conditions;
- with immediate effect in the case of a serious breach of one of its contractual obligations;
- in the event that a safeguard, recovery, or liquidation proceeding is initiated against the Supplier, subject to the applicable public policy provisions,
- in the event that the composition of the Supplier's direct or indirect share capital is modified.

20.2 In the event of a Supplier default event as specified above, SODERN can by rights substitute itself or a third party for the Supplier for the performance of all or part of the Works that have not been accepted, at the Supplier's expense. To this end, the Supplier undertakes to assign SODERN and/or the substituted third party with all the intellectual property rights it may hold and which are necessary for the continued performance of the Works.

20.3 SODERN may decide to terminate all or part of the Order by registered letter with acknowledgement of receipt at any time, even in the absence of a Supplier fault, subject to thirty (30) days' notice. In the event of such a termination and unless otherwise provided for in the Order, SODERN shall pay the Supplier:

- the contractual value of the Works that have been delivered and accepted on the notification of termination date,
- Works in progress, at a fair and reasonable price.

20.4 In no case shall the Supplier be entitled to receive a termination settlement amount that is higher than the expenses justified in order to comply with the contractual delivery schedule and higher than the amount that would have been owed to the Supplier if the Order had been completed.

21. NON-ASSIGNABILITY

SODERN has concluded this Order *intuitu personae*. Consequently, any partial or total assignment and/or transfer of the rights and obligations resulting from the Order is prohibited without SODERN's prior written consent.

22. CORRESPONDENCE

All correspondence shall be addressed to the SODERN Purchasing Department, whose representative is designated in the Order. Invoices and related documents shall be sent to SODERN's Accounting Department.

23. EXPORT AND/OR IMPORT RULES

23.1 The Supplier is committed to complying with any Export Rules that may be applicable to the Works (including its components), as well as to any software, information, and products related to the Order that the Parties may make available to each other.

23.2 In the event that items that are not subject to Export Rules can be used to complete the Works, the Supplier undertakes to choose these items throughout the performance of the Works. If the Supplier has any intention to modify this commitment, it shall be subject to prior written notification addressed to SODERN and to SODERN's prior written

consent, failing which the Supplier shall be deemed to be in breach of the terms of the Order pursuant to the above Article 20.1.

23.3 At the signing of the Order, the Supplier undertakes to provide SODERN with written notification of all elements of the Works that are subject to Export Rules. In the event that the Export Rules applicable to the Works or their components are changed, the Supplier undertakes to immediately provide SODERN with any information relating to such changes and to provide SODERN with any assistance necessary to enable it to comply with such changes.

23.4 The Supplier shall be responsible for obtaining, in a timely manner and at its own expense, any authorisations, approvals, or licences that are required by SODERN and its customer for the export, import, or use of the Works and their components that are subject to Export Rules (hereinafter "Authorisations"). The Supplier shall notably establish, in a timely manner and at its own expense, the file relating to any applications for Authorisations that can enable the Works to be delivered within the contractual time-frame.

23.5 The Supplier shall communicate the requirements and responsibilities set out in this Article 23 to its subcontractors at all levels and obtain the corresponding information from its subcontractors for communication to SODERN.

23.6 The Supplier undertakes to deliver the Works along with a copy of all required Authorisations.

23.7 Any refusal, withdrawal, suspension, or modification of an Authorisation shall be deemed to be a case of force majeure as defined in the above Article 18, unless such a refusal, withdrawal, or suspension is due to the Supplier's failure to comply with its obligations as defined in this Article, including but not limited to its fault or negligence in preparing and submitting the application for Authorisations to the competent authorities.

24. COMPLIANCE WITH LABOUR RULES

24.1 The Supplier undertakes to comply with the legal and regulatory obligations applicable to the Order, in particular the Labour Code' provisions relating to undeclared work.

24.2 The Supplier shall be required, from the Order's date of entry into force and then at intervals of every six (6) months, to submit all documents to SODERN that are required by the applicable legal and regulatory provisions.

24.3 The Supplier undertakes to comply with the legal and regulatory obligations relating to labour protection, health, safety and working conditions.

25. PROTECTION OF PERSONAL DATA

25.1 In accordance with EU Regulation No. 2016/679 of 27 April 2016 on the protection of personal data (GDPR), the Supplier and SODERN undertake to ensure the confidentiality of any personal data which they may have access to in the context of the Order, and not to disclose or communicate this data to any third party whatsoever. The Parties are committed to taking all useful precautions to preserve the security of the aforementioned data and in particular to prevent it from being distorted, damaged, or communicated to unauthorised persons. In any event, personal data that the receiving Party may be able to access in the context of the Order cannot be transferred to third parties within or outside the European Union without the prior written consent of the Communicating Party.

25.2 Processing of data collected by SODERN

In the event that the Supplier's personal data is collected and processed, SODERN shall be deemed to be the "data controller" and undertakes to ensure that this data remains confidential and secure in accordance with its legal obligations. Individuals concerned by this processing can exercise their rights of access, modification, and/or deletion of their personal data by contacting the SODERN Data Protection Officer at the following address: data-protection@sodern.fr.

25.3 Processing of personal data collected by the Supplier

The Supplier undertakes to implement measures ensuring that it, its staff, subcontractors and suppliers comply with the regulations related to the protection of personal data. Compliance with these provisions is one of the Supplier's essential obligations and a criterion for its selection. SODERN reserves the right to perform any verification, including audits, to determine that the Supplier complies with this Article. If the Supplier fails to provide the necessary justification or in the event of non-compliance with these obligations, SODERN reserves the right to suspend the Works or to take any appropriate action, without compensation to the Supplier.

26. ETHICS AND COMPLIANCE

26.1 The Supplier is committed to complying with SODERN's ethical charter available at the following link https://sodern.com/wp-content/uploads/2021/12/Charte-Ethique_Version-EN.pdf.

26.2 Each Party represents and warrants that neither the Parties nor any of its officers, directors, employees or agents, and any individual or company that will be involved in the Order has been under or is being under a current criminal investigation or has been or is being convicted under the criminal law of the Place of Incorporation and abroad, for acts relating to corruption including bribe, lavish gift, conflict of interest, facilitation payment..., which aim is to obtain an undue advantage, money laundering or violation of company law or regulation in force governing business corporations and is compliant with all Applicable Laws. "Applicable Laws" means any law, statute, regulation, rule, order, decree or judgment of any court or any governmental authority of any jurisdiction including for compliance subject matters (i) the international laws of Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed under the aegis of the OECD on December 17, 1997 (the "Convention"), the United States Foreign Corrupt Practices Act of 1977 ("FCPA"), the UK Bribery Act 2010 and more generally any anti-

corruption laws including the French Law Sapin II, (ii) the data protection laws including the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, repealing EU Directive 95/46/EC., (iii) the Export Rules.

27. ECONOMIC DEPENDENCE

As soon as the amount of Orders accumulated over twelve (12) months represents more than twenty percent (20%) of the Supplier's turnover for this period, the Supplier undertakes to immediately send SODERN written notification. The Parties undertake to meet within thirty (30) days of receiving the SODERN notification in order to analyse the situation with the details provided by the Supplier and to consider adopting corrective measures to avoid a situation of economic dependence.

28. LANGUAGE

In the event of a conflict between the French language version of these General Purchasing Conditions and any other foreign language version, the French language version shall prevail.

29. DIVISIBILITY

The invalidity of one or more provisions of these General Purchasing Conditions shall not affect the other provisions, and the Parties are committed to negotiating in good faith to find replacement provisions that best meet the objectives of the invalidated provisions.

30. WAIVER

The non-assertion by one of the Parties of any of its rights under these General Purchasing Conditions shall not constitute a waiver of its right to subsequently assert such rights.

31. APPLICABLE LAW - DISPUTE RESOLUTION

31.1 These General Purchasing Conditions and the Order shall be governed by French law to the exclusion of the conflict-of-laws rules and to the exclusion of the 1980 Vienna Convention on Contracts for the International Sale of Goods.

31.2 In the event of any dispute relating to these General Purchasing Conditions and/or the Order, the Parties shall do their utmost to resolve the dispute amicably. In no amicable agreement is forthcoming within two (2) months following notification of the existence of the dispute by registered letter with acknowledgement of receipt, the dispute shall be submitted to the competent courts of Paris at the request of the most diligent Party.