

ARTICLE 1. DEFINITIONS

1.1 The following terms, when used in capital letters, whether in singular or plural, along with derivative of such terms where the context requires, shall have the meanings assigned to them hereunder:

“Purchaser” shall mean any legal entity entering into the Contract with the Supplier, and includes the legal successors and permitted assignees of the Purchaser.

“Affiliate” shall mean, in relation to any Party, any person, firm or other entity that directly or indirectly controls, is controlled by or is under common control with, such Party. “Control”, “controlled by” and “under common control” refers (i) to the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities or the capital stock of, or other comparable equity or ownership interest in the respective legal entity, or (ii) in the absence of such ownership interest, to the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the respective legal entity, by contract or otherwise.

“Entrusted Property” shall mean materials, equipment, Equipment, tools, vehicles and such other items provided by the Purchaser to the Supplier for the performance of the Work.

“GTC” shall mean the present general terms and conditions.

“Background Knowledge” shall mean all knowledge, whether patentable or not, methods, know-how, data, software, and any document(s) (such as but not limited to data bases or any other kind of data gathering, all reports, plans, drawings, specifications, processes) whatever their media (specifically paper or digital technology) including, without limitation, all inventions, discoveries, knowledge, know-how, techniques, technology, trade secrets, skills, experience, information, data and materials, such as, without limitation, ideas, concepts, formulae, methods, processes, procedures, designs, compositions, plans, applications, research and development data, regulatory information, manufacturing process, scale-up and technical data, reports, documentation, samples and any proprietary knowledge and technical expertise which are available to either Party regarding design, engineering, manufacturing, integration, assembly, testing, support, maintenance and repair; and any Intellectual Property Rights attached thereto which a Party owned or control (by license or otherwise) prior to the Effective Date or which have been generated, developed or acquired by such Party independently from any performance of the Contract.

“Contract” shall mean, as the case may be, either (i) the Offer signed by the Purchaser; (ii) Purchaser’s purchase order as accepted by the Supplier; or (iii) any agreement entered into by and between the Parties. The present GTC, the Technical Specification and the Offer shall form an integral part of the Contract. The contractual documents shall be taken as mutually explanatory. In the event of ambiguities or discrepancies, the terms of the Offer and the GTC shall prevail, unless otherwise expressly agreed by the Supplier.

“Effective Date” shall mean the effective date of the Contract determined in accordance with Article 3.1 (“Terms”) of the GTC.

“Documentation” shall mean all the documents, among which the Technical Specifications and their content transmitted by the Supplier to the Purchaser under the Contract and related to the Work.

“Intellectual Property Right” shall mean any and all intellectual property rights including industrial property rights, database rights, and any similar forms of statutory protection, arising or available wherever in the world including but not limited to all rights in patents, utility models, semi-conductor topography, rights, copyrights, authors’ rights, trade marks, brands, domain names, inventions, discoveries, designs, trade secrets, and other rights in information, discoveries, improvements, concepts, models, drawings, logos, plans, database rights, technical notes, prototypes, manufacturing or business processes, methods, procedures, algorithms, technical documentation or specifications, know-how, any software, and all rights to confidential or proprietary information, in each case whether registered or not, and including applications for registration, any renewals or extensions or improvements in all of the foregoing thereof and all rights of similar nature or forms of protection having equivalent or similar effect anywhere in the world.

“Equipment” shall mean the equipment on which the Supplier shall perform Services as may be specified under the Contract if any.

“Force Majeure” or **“Force Majeure Event”** shall mean any existing or future exceptional event, circumstance or condition objectively preventing directly or indirectly a Party from performing its obligations incurred under the Contract, and which, simultaneously: (i) is beyond the control of the Party invoking Force Majeure, (ii) could not have been reasonably expected upon the execution of the Contract, (iii) has effects which could not be avoided through appropriate measures, (iv) temporarily or permanently prevents the performance of obligations by the Party invoking Force Majeure. Force Majeure Event shall be deemed to be, without limitation, natural disasters, natural catastrophes, earthquakes, floods, lightning, storm, tempest, nuclear

incident, explosions, industrial actions, strikes (or labour action having the character of a strike), lockouts, slow-downs, blockades, war or war-like hostilities, mobilization or general military call-up, insurrections, revolutions or riots, acts of public enemy, sabotage, acts of terrorism, piracy, epidemics, pandemics, quarantines, fires, shortage of personnel, materials, technical breakdowns, work stoppages, restrictions by actions, governmental act or regulation or court injunction, actions by any government authority (whether valid or invalid), national emergencies, and any national or international acts such as embargos or trade measures/restrictions of a national government, the EU, UN or WTO, change of regulations of import/export, embargos, security restrictions, or any law or regulation resulting in the performance of this Contract becoming fully or partially impossible or illegal, or delay or failure by any public authority to issue licenses, permits or authorizations of any kind whatsoever.

“Supplier” shall mean Supplier or any of its Affiliates, as specified in the Contract, and includes the legal successors and permitted assignees of the Supplier.

“Confidential Information” shall mean any and all data and information of whatever kind or nature, in whatever form or medium (including orally, in written form, visually, electronically, in pictorial, intangible or other tangible/visible form), whether furnished, learned or accessed in furtherance of the Contract or disclosed directly or indirectly by or on behalf of the Supplier (the “Disclosing Party”) to the Purchaser (the “Receiving Party”), whether or not designated or otherwise identified as “confidential” or proprietary”. Confidential Information may include, without limitation, personal, contractual, commercial, technical, financial, legal, administrative and operational data and/or information such as information and materials regarding technology, products, product candidates, software, research and development activities, studies, results, findings and the like, ideas, concepts, improvements, specifications, drawings, models, samples, tools, designs, compound designs or structures, manufacturing or other processes or other processes, methods, know-how, inventions (whether patented or not), patent application, or other intellectual property, the existence or content of licenses, the existence, status or content of licensing or collaboration negotiations, other agreements with third parties, information regarding facilities, customers, suppliers, contractual content, commodities, brokers; services, general business or method of carrying business, potential partners business proposals, profiles, business plans, prices, financial projections, and other written or electronic materials, which contain, reflect or are based, either directly or indirectly, in whole or in part, upon such information.

“Day” shall mean calendar day.

“Non-Conformity” shall mean any non-conformity of the Work to the Contract requirements, and in particular to the Technical Specifications.

“Offer” shall mean the offer submitted by the Supplier to the Purchaser.

“Party” or **“Parties”** shall mean either or both the Purchaser and/or the Supplier, as the case may be.

“Non-Conforming Work/Products/Services” shall mean all or part of Work/products/Services that are not conforming to the Contract requirements, and in particular to the Technical Specifications.

“Product(s)” shall mean the product(s) to be supplied by the Supplier as defined in the Contract.

“Results” shall mean all knowledge, whether patentable or not, methods, know-how, data, software, and any document(s) (such as but not limited to data bases or any other kind of data gathering, all reports, plans, drawings, specifications, processes) whatever their media (specifically paper or digital technology) including, without limitation, all inventions, discoveries, knowledge, know-how, techniques, technology, trade secrets, skills, experience, information, data and materials, including, without limitation, ideas, concepts, formulae, methods, processes, procedures, designs, compositions, plans, applications, research and development data, regulatory information, manufacturing processes, scale-up and technical data, reports, documentation, Documentation, samples and any proprietary knowledge and technical expertise which are available to either Party regarding design, engineering, manufacturing, integration, assembly, testing, support, maintenance and repair and any Intellectual Property Rights attached thereto that is conceived, generated or acquired by the Parties in connection with the performance of the Contract by or on behalf of the Parties.

“Services” shall mean services provided by the Supplier to the Purchaser under the Contract.

“Site” shall mean the place upon which the Services are to be performed specified in the Contract.

“Technical Specifications” shall mean technical documentation to which the Work shall be compliant with, as defined in the Contract.

“Tax” shall mean any present or future tax, duty or charge including in relation with the Contract including, without limitation, any stamp duty, sales, use, value added and services tax including surcharge, excess and other additional levies imposed from time to time, levy, import duty, charge, fee, deduction of whatever nature,

value added tax, works contract tax, sales tax, stamp tax, levy on goods, entry tax, special entry tax, customs duty, import duty, excise duty, property tax, withholding tax, registration fee or license, which is levied, collected, assessed or imposed by any appropriate governmental authority at any time, or measured by or incident to the performance of each Party's duties under the Contract and any interest, penalty, charge, fee or other amount imposed, collected, withheld, assessed or made on or in respect of any of the above.

“Work” shall mean the work including the Services and/or the Products to be performed by the Supplier expressly detailed in the Contract including the Offer as the case may be.

1.2 Unless otherwise expressly provided, any grammatical forms, derivatives, or variations of a defined term shall be interpreted as having the corresponding meaning of that defined term, unless the context clearly indicates otherwise.

1.3 A reference to a statute or statutory provision is a reference to it at the Effective Date.

1.4 A reference to writing or written includes email unless otherwise expressly stated herein.

1.5 A reference to the Contract or to any other agreement or document referred to in the Contract is a reference to this Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time.

ARTICLE 2. SCOPE OF THE GTC

2.1 These GTC apply to and govern the Offer issued by the Supplier. The terms of the Offer and these GTC shall constitute the entire agreement between the Parties with respect to the Work to be provided upon the Purchaser's acceptance of the Offer by signing it or issuing a purchase order in accordance with the Offer.

2.2 Unless otherwise expressly agreed in writing by a Supplier's authorized representative, these GTC apply to the Contract, if any, and govern the provision of the Work by the Supplier to the Purchaser under the Contract.

2.3 Any amendment or variations to the GTC shall be valid only if expressly agreed to in writing and signed by both Parties.

2.4 Unless otherwise expressly agreed in writing by a Supplier's authorized representative: (i) the present GTC overrides any prior agreement related to the subject matter whether verbal or otherwise; and (iii) the present GTC shall apply exclusively to the Work provided by the Supplier without exception and any differing, conflicting, or supplementary conditions terms and conditions in any Purchaser's document prior to and throughout the duration of the Contract, including those shown on the reverse of any Purchaser's documentation, do not form part of the Contract and shall be deemed null and void. Should the Purchaser's terms and conditions be held by a court of competent jurisdiction to apply, these GTC shall always take precedence over Purchaser's conflicting or inconsistent terms and conditions.

2.5 The Purchaser acknowledges that it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract – if any.

ARTICLE 3. TERM

3.1 The Contract shall become effective upon the earliest of: (i) the Purchaser's signature of the Offer without reservation; (ii) the latest signature of the Contract by the Parties; or (c) the Supplier's acceptance of the purchase order issued by Purchaser; provided, in all cases, that all licenses, permits or approvals required under the applicable French law and/or under the provisions of the Contract have been obtained.

3.2 If the Contract does not become effective within thirty (30) Days from the date of the Offer, or within any shorter period set forth in the Offer, the Supplier shall be entitled, at its discretion, to renegotiate the terms and conditions of the Contract (such as but not limited to price, resource availabilities, schedule, etc.) or cancel the Offer and/or withdraw from the Contract without incurring any liability towards the Purchaser. If the Parties fail to reach an agreement following such renegotiation within a reasonable period of thirty (30) days from the signature of the Supplier's Offer, the Supplier shall be entitled to terminate or withdraw from the Contract automatically, without any liability whatsoever towards the Purchaser.

3.3 The Contract is entered into for the period of performance of the Work unless terminated in accordance with Article 25 (“Termination”) of the GTC.

ARTICLE 4. PRICE AND TAXES

4.1 In consideration of the performance of the Work by the Supplier, the Purchaser shall pay the Supplier the price set forth in the Contract.

4.2 Unless otherwise specified, the prices in the Contract are expressed in euros.

4.3 All prices, as well as all amounts to be paid to the Supplier in connection with the Contract, are net, exclusive of any Taxes, levies, imposts, duties, charges, fees or withholdings of any kind which may be levied or withheld in relation with this Contract. Such Taxes shall be paid directly by Purchaser to the competent authorities in addition to the price. In the event the Supplier is obligated to pay them, the Purchaser shall

refund the same within thirty (30) Days from the receipt of the relevant documents justifying payment thereof. Any tax adjustment, penalty, or late payment incurred due to incorrect information provided by the Purchaser shall be reimbursed by the Purchaser within thirty (30) days of receiving proof of payment.

4.4 For Products: Unless otherwise agreed in writing, prices are stated Ex Works, facility designated by Supplier (Incoterms® 2020).

4.5 For Services: **4.5.1** The price excludes any travel and/or accommodation expenses incurred by the Supplier due to Service-related travel that shall be invoiced at extra-cost. **4.5.2** Unless otherwise specified, the price of the Work is based on a duration not exceeding the French legal weekly working hours, performed during the day on business days, Monday through Friday inclusive, for continuous execution of the Services, on the Site, under conditions of hygiene and safety compliant with current regulations, and with access to standard construction site facilities as well as those described in the Contract. In the event that the Purchaser requests, and the Supplier agrees to, perform the Work outside of the Supplier's regular business hours, including nighttime shifts, weekends, public holidays in France, or in response to call-out instances, the Parties shall agree upon an additional fee to be paid by the Purchaser for such Services. **4.5.3** Any discrepancy between the information stated in the Contract or provided by the Purchaser and the actual conditions at the Site, to the extent that it affects the price, scope, schedule, and/or any other terms of the Contract, shall be the sole responsibility of the Purchaser. The Purchaser shall bear all resulting costs and consequences, and no liability of any kind shall be incurred by the Supplier in this respect. **4.5.4** The costs and expenses incurred by the Supplier due to inability to access the Site and/or the Equipment as the context requires, not attributable to the Supplier, shall be borne by the Purchaser. **4.5.5** For any Service extending beyond a twelve (12) months period from the Effective Date, the price shall be revised annually unless an alternative price revision mechanism is specified in the Contract, in which case the mechanism detailed in the Contract shall prevail.

ARTICLE 5. INVOICING AND PAYMENT

5.1 Unless otherwise agreed by the Parties in writing, the Supplier may invoice the Purchaser on or at any time upon delivery of the Products as per agreed Incoterms or the performance of related Services.

5.2 Any claim or dispute relating to an invoice shall be notified in writing within a reasonable period, and in any event no later than fifteen (15) Days from its receipt. After this period, the said invoice shall be deemed accepted by the Purchaser, except in the event of manifest error.

5.3 Unless otherwise set forth in the Contract, all payments shall be made in full, free of charge, within thirty (30) Days from the date of invoicing, net and free from any discount, with no deductions, reductions, withholdings or other charges of any kind whatsoever regardless of any disputes, litigation and/or discussion between the Parties.

5.4 Except otherwise stipulated in the Contract, payments shall be made by bank transfer.

5.5 No discount applies for early payment.

5.6 The Purchaser will only be released from its payment obligations upon receipt of the total amount due in the Supplier's bank account.

5.7 Any complaint or claim by the Purchaser cannot, under any circumstances, delay, reduce, or suspend payments.

5.8 If the Purchaser fails to meet a payment deadline, the Supplier shall have the right to (i) suspend its obligations under the Contract, without incurring any liability, as defined in Article 24 (“Suspension”) of the GTC; (ii) require immediate payment of all Works; (iii) require any financial guarantee at Purchaser's costs in the form of a bank guarantee, standby letter of credit, or any other security instrument acceptable to the Supplier to be issued by a reputable financial institution and covering the total outstanding amount due under the Contract plus potential interest, costs, and damages resulting from the late payment.

5.9 If the Purchaser fails to meet a payment deadline, the Purchaser shall, without prejudice to Supplier's other rights and remedies, pay late payment interest on the amount of each delayed payment. The late payment interest shall accrue automatically in the event of late payment and shall be calculated at a rate equal to the three (3) month EURIBOR applicable on the date payment was due, increased by five (5) percentage points. This late payment interest is payable quarterly by bank transfer within thirty (30) calendar days from the invoice date. The Purchaser will also owe a fixed indemnity for recovery costs, the amount of which is set by Decree No. 2012-1115, at forty (40) euros per invoice. However, if the recovery costs incurred by the Supplier exceed this amount, the Purchaser will be liable for additional compensation.

5.10 **5.10** Should the Purchaser fails to meet a payment deadline after a formal notice to pay has remained ineffective for more than fifteen (15) Days and if the delay in payment exceeds forty-five (45) Days from the deadline, the Supplier may unilaterally terminate all or part of the Contract without any liability to the Purchaser and without prejudice to its right to compensation resulting from such termination.

5.11 **5.11** If the event triggering any payment is delayed by more than thirty (30)

Days for reasons not attributable to the Supplier, and unless otherwise specified in the Contract, the Supplier shall have the right to issue the corresponding invoice, which the Purchaser shall settle within thirty (30) Days. The Supplier will perform its related obligations as soon as reasonably possible after the delayed event occurs.

ARTICLE 6. OBLIGATIONS OF THE PARTIES

6.1 Obligations of the Purchaser: Without prejudice to any other obligations of the Purchaser under the Contract, the Purchaser shall: (i) provide the Supplier, in due time, with all complete, clear and accurate information, data, drawings, plans, documents, authorization, approvals, instructions, as well as all equipment, products, or materials necessary to the performance of the Work under the Contract. Supplier shall be entitled to rely on the foregoing without further verification, and shall not be liable for any error, inaccuracies or omission arising therefrom; (ii) cooperate in good faith with the Supplier and to a reasonable extent for the performance of the Contract throughout its entire term; (iii) duly pay the Contract price to the Supplier in accordance with the Articles 4 ("Price and Taxes") and 5 ("Invoicing and Payment") of the GTC and the terms of the Contract; (iv) ensure that spare parts, if any, are stored under suitable conditions and in full compliance with the manufacturer's specifications. The Purchaser shall make such spare parts available to the Supplier in a timely manner so as not to delay the performance of any Work requiring spare parts supplied by the Purchaser; and (v) for Work to be performed at the Site, the Purchaser shall, at no costs to the Supplier: (a) provide the Supplier with all necessary installations, facilities, and services (including offices, utilities, water, electricity, and communication means), together with all consumables, materials, equipment, tools, vehicles, and any other items, documents, or information required for the proper performance of the Work; (b) provide the Supplier, in due time, with all applicable Site regulations, instructions, and procedures, and shall clearly inform the Supplier of any obligations or constraints resulting from their application to the performance of the Work; (c) establish a safe working environment for the Supplier's personnel or those of its subcontractor; (d) ensure free and safe access to the Purchaser's Site and/or Entrusted Property, as the case may be, to allow timely performance of the Work to the Supplier; (d) remove any obstructions or delays that might hinder or delay the execution of the Work on the Purchaser's Site.

6.2 Obligations of the Supplier: Without prejudice to any other obligation of the Supplier in the Contract, the Supplier shall fulfil the following obligations towards the Purchaser: (i) perform the Work in accordance with this Contract; (ii) maintain the necessary skills and resources to perform the Work; (iii) keep the Purchaser informed about the progress of the Work. (iv) inform the Client, within its area of expertise, of any constraints and difficulties that may arise during the performance of the Work; (v) comply with applicable labor laws to which it is subject and perform the Work in accordance with the labor laws in effect in the countries where the Work is carried out; and (vi) perform the Services at the Site in accordance with the Contract. The performance of the Supplier's obligations under the Contract shall be conditional upon the Supplier's prior receipt of any down payment or milestone payment agreed upon in writing by the Parties, where applicable.

ARTICLE 7. LICENSES, PERMITS AND AUTHORIZATIONS

7.1 Each Party shall, at its own cost and without undue delay, apply for, obtain, secure, and maintain in full force all licenses, authorizations, approvals, permits, or similar consents (whether temporary or permanent), including those required by any governmental agency or public authority, to the extent that such licenses, authorizations, approvals, permits, or consents are necessary for the performance of its respective obligations under the Contract. For the avoidance of doubt, the Supplier's obligations in this regard shall be strictly limited to those licenses, authorizations, approvals, and permits required for the manufacture and delivery of the Product in accordance with the applicable Incoterms® and/or for the performance of the Services.

7.2 The Purchaser shall give all reasonable assistance to Supplier in obtaining any work permit, visa and similar document which the Supplier may require, at no cost to the Supplier.

7.3 For the Services, the Purchaser undertakes to enable Supplier and its subcontractors to have access to the Site, to provide all access authorizations. In addition, the Purchaser shall remove any physical obstructions or conditions that prevent or delay the performance of the Work.

ARTICLE 8. ENTRUSTED PROPERTY

8.1 If applicable, the Purchaser will directly supply the Entrusted Property to the Supplier for the performance of the Contract.

8.2 The Purchaser shall, at no cost to the Supplier, provide the Supplier's personnel with all applicable rules, instructions, and any training required prior to commencing any Work involving the Entrusted Property.

8.3 The Entrusted Property shall remain the property of the Client.

8.4 The Entrusted Property shall remain at the Supplier's disposal for the sole

purpose of carrying out the Work.

8.5 The Supplier shall make the Entrusted Property available to the Purchaser, in the condition in which it is found on the date it is made available, within a reasonable period following the Purchaser's request. All risks relating to the Entrusted Property shall be borne by the Purchaser as from the time the said property is made available by the Supplier, whatever their nature. Any return of the Entrusted Property shall be at the Purchaser's cost and risk.

8.6 The Supplier shall, at its own expense, take reasonable precautions to safeguard the Entrusted Property against theft, loss, or damage while it is in the Supplier's custody. Maintenance of the Entrusted Property including without limitation metrology and corrective maintenance, shall be excluded unless otherwise agreed by the Parties in a separate agreement.

8.7 Notwithstanding anything to the contrary, the Supplier's responsibility shall be limited to direct damages to the Entrusted Property that are demonstrated by the Purchaser as directly resulting from its proven fault. The Supplier shall not be held responsible for and the Supplier's liability shall in no event extend to damage resulting from (i) normal wear and tear; (ii) inherent defects of the Entrusted Property; (iii) Force Majeure Event; (iv) acts of third parties beyond its control; (v) use of the Entrusted Property in professional workmanship; and/or (vi) the nature of the Work such as any destruction, modification, alteration, transformation, or other change to the Entrusted Property, or any part thereof, where such action is foreseen, intended, required, or agreed for the proper performance of the Work. Supplier's liability shall also exclude minor defects or damages that do not affect the normal operational and/or commercial use of the Entrusted Property.

8.8 If the Contract provides for the repair and/or replacement of all or part of the Entrusted Property not covered by the Supplier's warranty, the Supplier shall not be held liable for any defects or damages not attributable to them, including (without limitation) defects or damages to the Entrusted Property arising from or in connection with: (i) Purchaser's failure to comply with applicable standards; (ii) improper handling, use, storage, installation, commissioning, monitoring, or maintenance of the Entrusted Property, including non-compliances due to negligence or lack of monitoring or maintenance, or the failure of the Purchaser or its contractors to comply with any Supplier's technical instructions or any operational error attributable in whole or in part to parties other than the Supplier; and/or (iii) modifications, repairs, adaptations, or alterations to the Entrusted Property not carried out by the Supplier; (iv) use exceeding the applicable rates and limits defined in the Technical Specifications; (v) Force Majeure Event or unforeseen circumstances; and/or (viii) normal wear and tear.

ARTICLE 9. APPROVALS OF DOCUMENTS

9.1 Documentation, including plans, drawings, reports and any other documents submitted by the Supplier for approval in accordance with the Contract, shall be and either approved, rejected, or returned with substantiated comments by the Purchaser within three (3) Days of submission. If the Purchaser fail to provide such notice within this period the document shall be deemed approved by right.

9.2 In the event the Documentation, submitted by the Supplier do not comply with the Technical Specifications, the Purchaser may require the Supplier to remedy them within a period of time to be agreed between the Parties. Modified Documentation shall be resubmitted for approval under the same conditions and deadlines set forth under the present Articles.

ARTICLE 10. PERFORMANCE OF THE WORK - TIMEFRAME

10.1 The Supplier shall notify the Purchaser, as the case may be: (i) the Product readiness for dispatch; and/or (ii) the completion of the Services.

10.2 Unless otherwise expressly agreed in writing by the Parties in the Contract, delivery of the Products shall be made FCA the Supplier's site, in accordance with Incoterms® 2020 of the International Chamber of Commerce.

10.3 Unless otherwise expressly agreed in writing by the Parties in the Contract, the timeframes for the performance of the Work are estimates provided for informational purposes and the Supplier shall not incur any liability whatsoever, nor be subject to any indemnity, penalty, or compensation of any nature, in the event of any delay in the performance of the Services.

10.4 The performance of the Work is contingent upon the Purchaser's adherence to all of its own obligations, including, without limitation, the timely provision of documents, information, specific tools, components, products, or materials necessary for the execution of the Contract, as well as the fulfillment of its payment obligations.

10.5 In the event that the Supplier is unable to perform the Work within the schedule set forth in the Contract, the Supplier shall immediately inform the Purchaser in writing of the causes and expected duration of the delay. The Supplier shall take all reasonable measures to mitigate the consequences of such delay. The Parties shall, without undue delay, negotiate in good faith to determine new performance dates acceptable to both Parties.

10.6 Where the Supplier has expressly undertaken to comply with a delivery

schedule under the Contract, any delay the cause of which is not, in whole or in part, attributable to the Supplier shall be jointly assessed by the Parties and shall give rise to a good-faith agreement between them regarding its impact on the performance schedule and on the Contract price. In any cases, the Supplier shall not be liable for any delays in the completion of the Work that result from causes beyond its control and/or that are not attributable to the Supplier. If the Supplier accepts the application of penalties or liquidated damages for late delivery, such penalties or liquidated damages shall: (i) only apply after a grace period of fifteen (15) days; (ii) be claimed in writing to the Supplier within a period of thirty (30) days following their due date, after which the Purchaser shall be time-barred from any claim; (iii) consist of a weekly rate of zero, point five percent (0,5%) of the value of the delayed portion of the Contract and shall in no event exceed a maximum amount of five percent (5%) of the value of the delayed portion of the Contract; and (iv) constitute the Purchaser's sole and exclusive remedy for delay under the Contract and all other claims against the Supplier based on such delay shall be excluded.

10.7 In the event of any delay caused by the Purchaser, for any reason whatsoever, including but not limited to, the Purchaser's failure: (i) to fulfil the prerequisites for a planned activity as specified in the Contract; (ii) to timely review or accept deliverables submitted by the Supplier; and/or (iii) to attend to a test and/or inspection; the Parties shall assess the situation and agree on a revised schedule reflecting the impact of such delay. The Purchaser shall, in addition, compensate the Supplier for all additional costs, resources, or efforts incurred as a direct or indirect result of such delay.

10.8 Unless otherwise provided in the Contract, any delay attributable to the Supplier shall not constitute a material breach giving rise to the termination of the Contract.

ARTICLE 11. TRANSFER OF TITLE AND RISK

11.1 Risk of the Products or any part thereof shall pass upon delivery of related Products or any part thereof in accordance with applicable Incoterms®.

11.2 Title to the Products shall pass to the Purchaser at the same time as transfer of risk subject to complete payment of all amounts contractually due by Purchaser, including, but not limited to, late payment interests.

ARTICLE 12. ACCEPTANCE

12.1 Unless otherwise agreed in the Contract, acceptance of the Work shall be carried out in accordance with the acceptance protocol specified in the Contract.

12.2 If the Work satisfies the acceptance criteria defined in the Contract, the Purchaser shall issue a written acceptance notice or report. If the Work fails to meet the acceptance criteria, the Purchaser shall, within the period specified in the Contract, provide the Supplier with a detailed written report describing the Non-Conformities identified.

12.3 Notwithstanding any provision to the contrary, the Work shall be deemed accepted (and the corresponding acceptance notification deemed issued) upon the earliest occurrence of the following events: (i) the Purchaser fails to either provide a written acceptance or report detailing the Non-Conformities and subsequent reserves within three (3) Days after inspection; or (ii) the partial or total use or putting into operation, by the Purchaser or a third party, of the Work or any part on which the Work has been performed or incorporated.

12.4 Minor Non-Conformities shall not prevent completion of the acceptance procedure by the Parties if such Non-Conformities does not materially affect the safe operational or commercial use of the Work or any part on which the Work has been performed or incorporated.

12.5 If the Purchaser raises substantial reservations during the acceptance procedure that affect the safe operational or commercial use of the Work, or of any part on which the Work has been performed or incorporated, the Supplier shall take all necessary measures to remedy the Non-Conformities, to the extent they are attributable to the Supplier. Upon completion of such corrective actions, the relevant acceptance tests shall be repeated in accordance with the provisions of this Article.

ARTICLE 13. WARRANTY WITH RESPECT TO WORK

13.1 Warranty for Products: 13.1.1 The Supplier warrants, that the Products supplied under the Contract will be manufactured in accordance with the Contract including, in particular, the Technical Specifications. **13.1.2** The warranty period for the Products shall expire at the earlier of: (i) eleven (11) months from the date of notification of acceptance of the Products in accordance with Article 12 ("Acceptance") of these GTC; or (ii) twelve (12) months from the date of delivery of the Products pursuant to the applicable Incoterms®. Any repaired and/or replaced Products shall be warranted only for the remainder of the original warranty period and shall not give rise to a new warranty term. **13.1.3** In the event of any Non-Conforming Product identified during the warranty period, and to the extent such Non-Conformity is proven to be attributable to the Supplier, the Supplier shall, at its sole discretion: (i) repair and/or replace the Non-Conforming Product within a period mutually agreed in writing by the Parties; or (ii) refund all or part of the price paid for the Non-Conforming Product. **13.1.4** The warranty does not cover Non-Conformities resulting from: (i) normal wear and tear;

(ii) designs, materials, specifications, manufacturing or erection techniques supplied or imposed by Purchaser; (iii) improper loading, unloading, handling, use, storage, installation, operation, monitoring the Work by Purchaser or any third party; (iv) repair, adaptations, alterations or modification of the Products not carried out by the Supplier; (v) any Force Majeure Event or unforeseeable circumstance; (vi) operation not in accordance with normal and proper use of the Products as specified by Supplier in the Contract or use beyond applicable ratings, limitations, or operating specifications for commissioning, operation and maintenance; (vii) Minor Non-Conformities not affecting the normal use of the Products.

13.2 Warranty for Services: 13.2.1 The Supplier is bound by an obligation of means in the performance of its Services. As such, the Supplier agrees to implement the reasonably expected measures to achieve the Work in accordance with the Contract and in particular the Technical Specifications, which define the entirety and sole obligations of the Supplier under this Contract. **13.2.2** When the Supplier's Work do not pertain to the entire object to which they relate, the information provided by the Supplier shall in no case be considered exhaustive. **13.2.3** Supplier warrants that Services performed under the Contract, excluding Services performed under Purchaser's direction or supervision, will be performed with reasonable skill, care, and diligence expected of a contractor experienced in similar Work. **13.2.4** The warranty for Services shall expire one (1) month from the Supplier's notification of the completion of the Work. **13.2.5** In the event of any Non-Conforming Product identified during the warranty period, and to the extent such Non-Conformity is proven to be attributable to the Supplier, the Supplier shall, at its sole discretion: (i) re-perform the Services; within a period to be mutually agreed upon by the Parties; or (ii) refund the price for the Non-Conforming Services. These remedies constitute the exclusive remedy for any Non-Conforming Services.

13.3 Process: 13.3.1 The Purchaser shall notify the Supplier in writing of any Non-Conformity promptly upon its discovery and, in any event, within ten (10) Days of its detection; and in no case later than the expiration of the applicable warranty period. Such notice shall describe in reasonable detail the nature of the alleged Non-Conformity and include supporting evidence demonstrating that the Non-Conformity is attributable to the Supplier. **13.3.2** The Supplier shall not be liable for any additional costs, losses, or damages that could have been avoided if the Purchaser had: (i) notified the Supplier of the Non-Conformity in a timely manner; and/or (ii) provided sufficient evidence demonstrating that such Non-Conformity is attributable to the Supplier. **13.3.3** The Purchaser shall, at its own expense, provide access, facilities, data, and personnel to enable Supplier to investigate, repair, replace, or reperform the Non-Conforming Work.

13.4 Remedial Measures: In the event of Non-Conforming Work, remedial measures undertaken by Supplier shall be at Supplier's cost and expense only to the extent of Supplier's responsibility, including costs incurred by the reperformance, repair, modification or replacement of the Non-Conforming Work shall be borne by the Supplier, to the exclusion of any other costs or expenses. All ancillary costs, including but not limited to those relating to manpower, transportation, customs, dismantling, reinstallation, and third-party equipment, shall be borne exclusively by the Purchaser. If the Non-Conformity is not solely attributable to Supplier, the costs associated with determining responsibility shall be borne by the Purchaser.

13.5 Warranty Disclaimer: The warranties and remedies set forth in the present Article 13 ("Warranty") hereof shall constitute the sole and exclusive warranties and remedies available to the Purchaser. All other warranties or remedies, whether statutory, express or implied (including, without limitation, quality, performance, merchantability, fitness or suitability for purpose or performance), are excluded to the fullest extent permitted by law.

ARTICLE 14. CONFIDENTIALITY

14.1 The Receiving Party commits to preserve at all times the confidential nature of the Confidential Information. Particularly, the Receiving Party commits to comply with the following: (i) not to use or distribute, reproduce, copy any of the Confidential Information for any purpose other than as expressly authorized under the Contract, unless the prior written consent of the Disclosing Party has been obtained. (ii) not to use Confidential Information for any purpose contrary to the Disclosing Party's interest; (iii) undertakes not to disclose, in whole or in part, directly or indirectly, any Confidential Information to any of its Affiliates, unless the prior written authorization of the Disclosing Party has been obtained, and provided that such Affiliates do not engage in activities competing with those of the Disclosing Party; (iv) not to disclose, in whole or in part, directly or indirectly, Confidential Information to any third party unless prior the written authorisation of the Disclosing Party has been obtained; (v) not to disclose any Confidential Information to its employees or to any other authorized third parties, except where such disclosure is strictly necessary for the performance of the Contract. The receiving party shall ensure that all such persons are bound by written or professional confidentiality obligations and use restrictions that are no less protective than those provided herein; (vi) not to, directly or indirectly, analyze, decompile, disassemble, or otherwise reverse engineer any part of the Confidential

Information, except as expressly authorized in writing by the Disclosing Party; (vii) to keep on all the Confidential Information provided in written form all the confidential or proprietary marking, including, if any, on all authorized copies thereof; (viii) to treat Confidential Information in the same manner, and with at least the same degree of care, as it treats its own confidential information, but in any event with no less care than a reasonable standard of care so as to prevent any unauthorized access to, or use or disclosure or copy of the Confidential Information; (ix) to notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information under this Contract that comes to their attention and to cooperate in taking reasonable steps to protect the Confidential Information from any further unauthorized use or disclosure; and (x) to promptly return to the Disclosing Party upon written request by the Disclosing Party, all Confidential Information received from the Disclosing Party which is in tangible form or, at the Disclosing Party's election, provide a letter certifying as to its destruction, except that the Receiving Party: (a) shall have the right to retain one copy of such Confidential Information in its archives solely for the purpose of maintaining its obligations hereunder; and (b) shall not be obligated to return or destroy automatically created electronic copies stored on system back up media.

14.2 The obligations of the Receiving Party, as defined above, shall not apply to any portion of Confidential Information where the Receiving Party is able to provide written evidence that such specific Confidential Information: (i) is already in the public domain at the time of disclosure, or becomes public thereafter through no fault of the Receiving Party; (ii) is already known by the Receiving Party at the time of disclosure; (iii) is received by the Receiving Party from a third party legally and/or contractually authorized to disclose it; (iv) is independently developed by the Receiving Party without any use of the Confidential Information disclosed to it. For avoidance of doubt, the fact that only part or a combination of individual characteristics of Confidential Information is embedded in broader information available to the public or in possession of the Receiving Party is not enough so that such Confidential Information falls under one of the exceptions referred hereinabove.

14.3 The Receiving Party will notify the Disclosing Party in writing, as much in advance as it is reasonably possible, of its need to make any disclosure of Confidential Information as may be (i) required by law, (ii) in response to a valid order by a court or other governmental body; so that so that the Disclosing Party may, in its sole discretion, seek a protective order or other appropriate remedy or take steps to resist or narrow the scope of the disclosure sought by such request. Such notification shall specify the nature and the extent of the requested Confidential Information. The Receiving Party shall make its best efforts and shall cooperate with the Disclosing Party, to the extent feasible, in order to prevent such disclosure or limit the content and the quantity of Confidential Information disclosed. Whether any such protective order or other remedy is obtained or not, and whether such protective order or other remedy fully precludes disclosure or not, the Receiving Party shall make disclosure only to the extent that disclosure is legally required and not prevented by any such protective order or other remedy.

14.4 The Receiving Party shall be responsible for any disclosure of Confidential Information by any authorized party in contravention of the terms of the Contract and shall indemnify and hold the Disclosing Party harmless from any loss, expense or damage due to a breach by Purchaser, or any authorized party of any nature whatsoever of the obligation described in this Article.

14.5 These confidentiality obligations and restrictions on use undertakings shall apply retroactively to the Offer and the pre-contractual discussions between the Parties and survive the expiration or termination of the Contract and shall last until said Confidential Information is in the public domain through no fault or omission by the Receiving Party.

14.6 Without prejudice to any other rights or remedies, in the event of any breach of the terms and conditions of the present Article by the Purchaser, the Supplier shall be entitled to terminate the Contract with immediate effect without any liability to the Purchaser.

ARTICLE 15. PUBLICATION

15.1 The Purchaser undertakes not to publish, disclose, or otherwise make available any Results arising from the Contract without the prior written authorization of the Supplier.

15.2 An advanced copy of any publication performance of the Contract shall be submitted to the other Party less than thirty (30) days before the date of the proposed publication. Any objection of reviewing Party to the planned publication shall be made by written notice to the publishing Party within twenty (20) days after receipt of the notice. If no objection is made within the time limit stated above, the publication shall be deemed to be permitted by the reviewing Party subject to Article 14 ("Confidentiality") of the GTC.

15.3 At the request of a Party, the publishing Party agrees to delay the publication for a period up to eighteen (18) months or any other mutually-agreed period from the date the publication was originally provided for the filing of any relevant patent applications.

15.4 The Receiving Party undertakes not to publish any Confidential Information unless otherwise agreed in writing by the Disclosing Party.

ARTICLE 16. INTELLECTUAL PROPRIETARY RIGHTS

16.1 Subject to third party rights, (i) each Party retains all rights, title, and interest in and to its Background Knowledge; and (ii) Supplier retains full ownership of its Background Knowledge and of all the Results developed, created, or used in the course of providing the Work.

16.2 Upon full payment of the Contract price, the Supplier grants to the Purchaser a non-transferable and non-exclusive licence to use (i) the Supplier's Background Knowledge used to perform the Works and/or necessary to use the Results; and (ii) the Work Results to be provided by the Supplier in accordance with the Contract; each solely granted for the purpose of application that the Contract is based on or defined in the Contract.

16.3 No further rights or licences, whether express or implied, shall be deemed granted to the Purchaser. The Purchaser shall not use the Results for any other purpose than as expressly stated in the Contract and shall not transfer, assign, or sub-license the Results to a third party without Supplier's prior written consent.

16.4 The Purchaser's right to use the Supplier's Background Knowledge and the Results is subject to the confidentiality undertakings set forth in Article 14 ("Confidentiality") of the GTC.

16.5 The Supplier remains free to use, exploit, and commercialize the Results without restriction and at its sole discretion.

ARTICLE 17. INFRINGEMENT

17.1 Unless expressly stated in the Offer, the Supplier does not perform any patent research or research regarding conflicting intellectual property rights.

17.2 The Purchaser shall ensure that all plans, documents, information, equipment, the Equipment, Entrusted Property, components, products, or materials provided to the Supplier do not infringe upon or violate any patents, copyrights, trademarks, trade secrets, licenses, or Intellectual Proprietary Rights of any third party. The Purchaser shall be solely liable for any breach of this clause and shall indemnify and hold the Supplier harmless from and against any claim, loss, or damage arising therefrom.

17.3 The Supplier shall be liable toward the Purchaser for any infringement of any third party's Intellectual Property Right that was granted or registered at the Effective Date in the country where the Works is performed, to the extent such infringement arises directly from the Supplier's performance of its obligations under the Contract.

17.4 The Supplier's liability under this Article is subject to the Purchaser: (i) giving the Supplier with prompt written notice of any claim, or threat of claim for infringement, in any case no later than ten (10) Days from receipt of such claim by the Purchaser; (ii) granting the Supplier the sole right, at the Supplier's expense, to control the defense and any settlement negotiations in respect thereof; (iii) providing all necessary assistance and cooperation to the Supplier for the defense or negotiation; and (iv) not making any admission which might be prejudicial to the Supplier. The Purchaser shall not admit liability, nor settle any such claim, without the Supplier's prior written consent.

17.5 If a final judgment or settlement determines that the Work infringes a third party right, the Supplier may, at its discretion and expense: (i) procure for the Purchaser the right to continue using the Work; (ii) modify or replace the Work so that it becomes non-infringing; or (iii) if neither (i) nor (ii) is commercially reasonable, accept return of the infringing Work and refund the corresponding portion of the Contract price. The foregoing shall constitute the Purchaser's sole and exclusive remedy and the Supplier's entire liability for infringement.

ARTICLE 18. LIMITATION OF LIABILITY

18.1 Each Party shall be solely responsible for its own acts and omissions and for any consequences arising therefrom.

18.2 The Supplier shall bear no liability for any delay, error, Non-Conformities or defect in the Work resulting, directly or indirectly, from any defect, error, omission, or inaccuracy in the tools, plans, documents, information, equipment, components, products, materials, or substances supplied or made available to the Supplier.

18.3 Notwithstanding anything to the contrary and to the fullest extent permitted by applicable law, the total cumulative liability of the Supplier and/or its insurers arising out of, resulting from, or in connection with the Contract including, without limitation, from the performance, non-performance or breach thereof or from any cause whatsoever, whether in contract, tort (including negligence), strict liability or otherwise, shall be limited to direct material damages and shall not exceed the lesser of (i) fifty (50%) percent of the price of the Work giving rise to the claim in the Contract; or (ii) the total amount paid by the Purchaser under the Contract for the Work during the twelve (12) months preceding the claim.

18.4 Notwithstanding anything to the contrary and to the maximum extent permitted by applicable law, in no event and under no circumstances, whether based on contract, tort (including negligence) or strict liability or otherwise, shall the Supplier

and/or its insurers, be liable to any person or entity (including the Purchaser) for any indirect, special, incidental, consequential loss or damage, including but not limited to loss of use, pure economic loss, loss of profit (whether direct or indirect), loss of (or anticipated) revenues, loss of business, loss of savings, loss of reserves, loss of data, loss of production, delayed production, business interruption, or to indirect costs, expenses, fees (including legal fees).

18.5 Purchaser shall cause its insurers to waive any rights of recourse against Supplier, its subcontractors, and their respective insurers for any liability exceeding the foregoing limitations set out in this Article.

18.6 To the extent permitted by the governing law, this Article 18 ("Limitation of Liability") shall survive termination or expiry of the Contract, regardless of the reason for such termination or expiry.

ARTICLE 19. EXPORT CONTROL REGULATION

19.1 The Work, together with all associated Documentation and technical information provided under the Contract, may be subject to export control laws and regulations, including those arising under international treaties, European Union legislation, the laws of its Member States, and any other applicable national or international regimes. The Purchaser undertakes to comply fully and at all times with all such applicable export control laws, regulations, and requirements.

19.2 The Purchaser shall cooperate fully with the Supplier in any audit, inspection, or inquiry related to export controls.

19.3 The Purchaser shall use the Products, the Results of the Work, together with any related Documentation and technical information, solely in the country or countries specified in the Contract for which the Work is intended. The Purchaser shall not export, re-export, divert, transfer, or disclose, directly or indirectly, any of the Products, Results of the Work, including any associated Documentation or technical information supplied under the Contract, to any natural or legal person, entity, or destination subject to export control restrictions, without first: (i) obtaining the Supplier's prior written consent; and (ii) securing all required export licenses, permits, or other authorizations from the competent national or international authorities. Any assistance and/or support requested from the Supplier in connection with subsequent retransfers of the Products or parts thereof shall be subject to a separate mutual written agreement and shall be carried out at the Purchaser's sole expense.

19.4 If any required authorization under this Article is denied, revoked, withdrawn or cancelled, or if sanction are imposed by any governmental, international, or regulatory authority affecting the Work, the Contract shall be automatically suspended without liability for either Party until the authorization is granted, reinstated, or the sanctions are lifted. If such suspension continues for more than four (4) months, either Party shall have the right to terminate the Contract by written notice. In such case, the Parties shall settle accounts in good faith for Work performed and costs incurred up to the effective date of termination.

19.5 The Purchaser shall, at its sole expense and without any cost or liability to the Supplier, obtain all necessary import licenses, permits, and authorizations from the relevant customs and regulatory authorities required for the performance of the Contract and the importation of the Work, Results, Products, or related materials.

ARTICLE 20. PERSONAL DATA

20.1 Each Party acts as an independent data controller for the personal data ("Personal Data") it processes in connection with its own activities under the Contract. Each Party is responsible for ensuring compliance with all applicable data protection and privacy laws and regulations, including the EU General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR"), as amended from time to time.

20.2 Each Party shall: (i) process Personal Data lawfully, fairly, and in a transparent manner, solely for the purposes of performing and administering the Contract; (ii) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk; (iii) ensure compliance with the GDPR requirements relating to international transfers of Personal Data, including the use of Standard Contractual Clauses where applicable; (iv) delete or anonymize Personal Data upon expiry of the retention period agreed between the Parties or as otherwise required by law; and (v) respond to data subject requests in accordance with articles 15 to 22 of the GDPR.

20.3 Each Party shall promptly notify the other Party in writing of any Personal Data breach (as defined in articles 33 and 34 GDPR) that may affect Personal Data processed under this Contract and shall cooperate fully and in good faith to enable the other Party to comply with its legal obligations, including any required notification to supervisory authorities and/or data subjects.

20.4 In the context of this Contract, as soon as either Party carries out any processing of the other Party's personal data, the Parties shall conduct such processing, each as a data controller, only for the following purposes: with respect to the Purchaser, to pay the Supplier, to receive the Works and to manage the contractual relationship and, with respect to the Supplier, to provide the Work, to invoice the Purchaser, and to manage the contractual relationship.

20.5 Each Party undertakes to provide data subjects with the information required under articles 13 and/or 14 of the GDPR, as applicable, using information notices agreed between the Parties where necessary to enable the other Party's compliance.

20.6 Data subjects have the right to access, rectify, erase, or restrict the processing of their Personal Data, to object to its processing, and to define instructions regarding the use of their data after death. Any request to exercise such rights shall be communicated promptly to the other Party if it relates to Personal Data processed by that Party.

ARTICLE 21. COMPLIANCE

21.1 Each Party shall comply with all relevant labor laws applicable to the Contract.

21.2 Either Party shall not unlawfully discriminate against, and shall implement reasonable measures to avoid harassment of, any workers or applicants because of race, color, religious belief, ancestry, national origin, age, sex, sexual orientation, disability, or any other basis prohibited by applicable law.

21.3 The Parties undertake to comply fully with all applicable laws and regulations, including without limitation legislation prohibiting bribery and corruption, the law No. 2016-1691 of 9 December 2016 on Transparency, the Fight against Corruption, and the Modernization of Economic Life ("Sapin II"), the United States Foreign Corrupt Practices Act 1977 and other applicable legislation implementing the OECD Convention combating bribery of foreign officials.

21.4 During the performance of the Contract, the Purchaser, its directors, officers and employees shall adopt ethical behavior and comply with all laws, rules and/or regulations of any governmental, local or regulatory body, of any nature applicable to the Work, the Contract and its activity. This shall apply, in particular, with all anti-corruption and antitrust laws, export controls, embargoes and economic sanctions laws and regulations and all regulations in the field of human rights, working conditions and environmental protection.

21.5 The Purchaser represent and warrant that, in connection with the Contract, it has not taken and will not take any action which would constitute a violation of any applicable legislation prohibiting bribery and corruption. The Purchaser shall promptly give notice in writing to the Supplier of any investigation or legal proceeding initiated against the Purchaser by any public authority relating to an alleged violation of applicable anti-corruption laws by the Purchaser, or his/their personnel in relation to operations and/or activities performed under the Contract.

21.6 When Purchaser is a competitor of Supplier, the Parties undertake to comply strictly with applicable antitrust rules and regulations and shall not, in particular, discuss in the course of the Contract any other topics than those directly related to the subject matter of the Contract.

21.7 Without prejudice to any other rights or remedies, in the event of any breach of the terms and conditions of the present Article by the Purchaser, or if at any time a new law or regulation comes into force which makes the performance of either of the Parties' obligations impossible or illegal, the Supplier shall be entitled to terminate the Contract with immediate effect without any liability to the Purchaser.

ARTICLE 22. FORCE MAJEURE

22.1 Neither the Supplier, nor the Purchaser shall be liable for failure to meet its contractual obligations hereunder due to Force Majeure to the extent that such failure is a result of the occurrence of a Force Majeure Event affecting the Party, which would otherwise be liable for such contractual obligations.

22.2 Each Party affected by a Force Majeure Event shall, as soon as reasonably possible, give notice to the other Party not later than ten (10) Days after commencement of each occurrence and shall use all steps to overcome such Force Majeure Event and mitigate the consequences thereof. In so doing, the affected Party shall detail and provide the other Party evidence of such Force Majeure Event, its potential consequences and the steps already taken to address it.

22.3 The performance of contractual obligations that are directly affected by the Force Majeure Event is suspended, and the contractual deadlines are automatically extended for the duration required to overcome the effects of the Force Majeure Event, as well as the time needed to resume and perform the performance of the affected obligations.

22.4 If the Force Majeure Event shall last more than three (3) months after its notification by the affected Party, then Supplier or Purchaser shall be entitled at their option to either (i) terminate the Contract in whole or in part under the conditions set forth in Article 25 ("Termination") of the GTC; or (ii) renegotiate contractual terms and conditions (such as but not limited to price, resource availabilities, schedule, etc.).

ARTICLE 23. HARSHIP

23.1 If, during the performance of the Contract, any event or circumstance beyond the reasonable control of the Supplier occurs - including but not limited to substantial changes in economic, legal, regulatory, technical, or logistical conditions or unavailability of a components required for the Product - which could not reasonably have been foreseen at the time of entering into this Contract and which renders the

performance of the Supplier's obligations excessively onerous (such as a rise in the overall costs for all parts and components forming part of the Product exceeding ten percent (10%) of the initial costs) or significantly alters the contractual equilibrium to the detriment of the Supplier, the Supplier shall be entitled to request in writing an adjustment of the Contract.

23.2 The Parties shall, in good faith, enter into negotiations with a view to adapting the terms and conditions of the Contract, including but not limited to prices and delivery schedules, so as to restore its equilibrium.

23.3 If no agreement is reached within thirty (30) days from the Supplier's written request, the Supplier shall be entitled, upon written notice, either to suspend performance of its obligations until a fair adjustment is agreed or to terminate the Contract, without liability of any kind.

ARTICLE 24. SUSPENSION

24.1 If the Purchaser fails to make any payment when due or fails to timely perform any of its other obligations under the Contract, the Supplier is entitled to suspend the performance of the Contract until the default is fully remedied. An equitable extension of time shall be granted to Supplier accordingly.

24.2 The Purchaser undertakes that the services that it provides comply with the applicable law and regulation in force in the Purchaser and the Supplier's country at the date of their hand over, including the health, safety regulation and protection of environment. Supplier shall be entitled to suspend the performance of its obligations in case the services are not compliant with health, safety regulation and protection of environment.

24.3 Upon suspension, the Purchaser shall pay to the Supplier: (i) the outstanding balance of the Contract price for all Work performed and/or in progress as of the suspension date; and (ii) all documented costs, expenses, and direct losses incurred or irrevocably committed by the Supplier due to the suspension, including the cost of resuming performance.

24.4 If the Purchaser fails to remedy its default within thirty (30) Days of receiving notice, the Supplier shall be entitled to terminate the Contract with immediate effect by written notice, without prejudice to any other rights or remedies.

24.5 In the event of termination under this Article, the Purchaser shall pay to the Supplier: (i) the outstanding balance of the Contract price for all Work performed and/or in progress as of the termination date; (ii) all documented costs, expenses, and/or direct losses incurred or irrevocably committed by Supplier up to the date of termination for the Work, including obligations to third parties; and (iii) all expenses incurred by the Supplier in terminating any subcontracts entered into for the performance of the Contract.

24.6 The rights set forth in this Article are in addition to, and do not exclude or limit, any other rights or remedies available to the Supplier at law, in equity, or under the Contract, including the right to claim late payment interest and damages.

ARTICLE 25. TERMINATION

25.1 Either Party shall be entitled to terminate the Contract, in whole or in part, by written notice with immediate effect if the other Party commits a material breach of its substantial obligations that is incapable of remedy. If the breach is capable of remedy, termination shall only take effect if the defaulting Party fails to cure the breach within thirty (30) Days following receipt of a detailed written notice requiring such remedy. If the Purchaser is the defaulting Party, the Supplier shall be entitled to suspend performance of the Contract during the cure period without liability, and the Purchaser shall pay the Supplier for all Work performed, Work in progress, and costs incurred during the suspension period.

25.2 Either Party shall be entitled to terminate the Contract, in whole or in part, with immediate effect by written notice in the event of the other Party's breach of Article 19 ("Export Control Regulation") or Article 21 ("Compliance") of the GTC.

25.3 The termination of the Contract by the Purchaser for Supplier's substantial fault shall only become effective upon the expiry of a minimum period of thirty (30) Days from the date of the termination notice. Until such time, the Purchaser shall pay to the Supplier all amounts due under the Contract before termination along with the full Contract price for all Work completed and/or in progress at the effective date of termination.

25.4 Termination for convenience by the Purchaser shall be subject to the Supplier's prior written consent. If the Supplier consents, such termination shall become effective no earlier than sixty (60) Days following receipt of Purchaser's written notice. In the event of termination for convenience by the Purchaser or termination for Purchaser's default, the Purchaser shall pay to the Supplier within fifteen (15) Days of the issuance by the Supplier of a notice of termination: (i) the full Contract price for all Work completed and/or in progress at the effective date of termination; (ii) all documented costs, expenses, and direct losses incurred or irrevocably committed by the Supplier in connection with the Contract up to the effective date of termination, including costs related to commitments to third parties, plus twenty percent (20%) of such amounts

as compensation for overheads, profit, and opportunity loss; and (iii) any additional costs arising from the demobilization of resources, termination of subcontracts, and any other direct termination-related expenses. The Supplier shall also be entitled to claim any additional damages resulting from the Purchaser's default, including loss of profit on the unperformed portion of the Contract. In the event of termination of this Contract for any reason whatsoever, all advance payments or deposits previously made by the Purchaser shall remain irrevocably acquired by the Supplier and shall not be refundable, without prejudice to any additional damages or amounts that may be claimed by the Supplier under this Contract.

25.5 In the event of termination due to Supplier's default, the Supplier's total liability shall not exceed the lesser of (i) the price of the Non-Conforming portion of the Work or (ii) the liability cap set forth in Article 18 ("Limitation of Liability") of the GTC.

25.6 All provisions of the Contract which expressly or by implication are intended to survive termination or expiry (including but not limited to Articles relating to confidentiality, intellectual property, limitation of liability, dispute resolution, and payment obligations) shall remain in full force and effect.

ARTICLE 26. APPLICABLE LAW

26.1 The Contract shall be construed and governed by the laws of France, to the exclusion of any rules of conflict of laws incompatible with this choice of law.

26.2 The application of the United Nations Convention on Contracts for the International Sales of Goods shall be excluded.

ARTICLE 27. SETTLEMENT OF DISPUTES

27.1 Any dispute relating to the formation, validity, interpretation, performance, or termination of the Contract that the Parties are unable to resolve amicably within one (1) month from its notification shall be submitted to mediation in accordance with the rules of the Paris Mediation and Arbitration Center (CMAP), to which the Parties agree to adhere.

27.2 In the event that mediation fails within one (1) month from the submission of the request for mediation or from its notification, the dispute shall be submitted exclusively to the competent courts of Paris, France, notwithstanding multiple defendants or third-party claims.

27.3 No payment due or payable by the Purchaser shall be withheld on account of pending reference to related dispute resolution mechanism, except to the extent that the amount of such payment is the subject of such dispute.

ARTICLE 28. CHANGE IN LAWS – MODIFICATIONS IN THE CONTRACT

28.1 The terms of the Contract are based on the laws, regulations, standards, and technical or administrative stipulations, and their interpretation by the relevant authorities, in effect as of the date of signature of the Contract by the Parties. Consequently, any changes to the laws, regulations, standards, and technical or administrative stipulations, and/or their interpretation by the relevant authorities, occurring after the Effective Date and affecting the Supplier's performance of its obligations under the Contract, will automatically result in a modification of the affected contractual provisions at the Purchaser's expense, through a written amendment detailing, in particular, its impact on the price and schedule. The Supplier will provide the Purchaser with the corresponding supporting documents.

28.2 Any modification to the Contract shall only be effective when evidenced by a written instrument signed by an authorized representative of each Party.

ARTICLE 29. MISCELLANEOUS

29.1 Purchaser shall not transfer this Contract or assign any of its rights and obligations under this Contract without the prior written approval of the Supplier. Supplier may assign this Contract thereof without the prior written consent of Purchaser to any of its Affiliates or legal successor in its activity.

29.2 The Parties will act solely as independent contractors and nothing contained herein shall be deemed to constitute, create, give effect or otherwise recognize an agency, joint venture, employment, partnership or legal entity of any kind and obligations of the Parties shall be limited to those expressly set forth herein.

29.3 This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior discussions, representations, understandings and agreements between them, either oral or in writing.

29.4 If any term or provision of this Contract is held to be void, invalid, illegal or unenforceable under any existing or future law or regulation of one or more countries, the validity, legality and enforceability of the remaining provisions of this Contract shall in no way be affected or impaired thereby and the Parties hereby accept to substitute to such invalid, illegal or unenforceable provision a new valid provision that most closely approximates the purpose of the void provision and which economic effects are as close as possible from the original provision.

29.5 The Supplier shall be entitled to subcontract all or any part of the Work specified

in the Contract without need of Purchaser's approval. In no case the Purchaser shall give any instructions to subcontractors of the Supplier.

29.6 During the term of this Contract and for two (2) years after termination of this Contract for any cause, the Purchaser will not, without the prior written consent of the Supplier, either directly or indirectly, on the Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by the Supplier.

29.7 Each Party acknowledges that in entering into that contract it does not rely on any statement, representation, or warranty other than those expressly set out in this agreement.

29.8 All waivers must be in writing and signed by the Party granting such waivers. Unless otherwise specified in the Contract, the failure by either Party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

29.9 In the event that any information of either Party is compromised or a data breach occurs, the affected Party shall notify the other Party within seventy-two (72) hours of occurrence.

29.10 The language of this Contract in all respects (including but not limited to notices, exchanges oral or written, resulting documentation) shall be French or English.

29.11 The names and trademarks of Supplier are its property, which Purchaser recognizes. The Purchaser undertakes not to use them whatever the circumstances, in particular for references or advertising purpose, without prior and written approval by Supplier.