

1. DEFINITIONS

Acceptance: the acceptance of the Works completed in accordance with Article 11 of these General Terms and Conditions of Purchase.

Background Intellectual Property: all elements, whatever their form, nature or 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.

Delivery: the delivery of the Works in accordance with Article 9 of these General Terms and Conditions of Purchase.

Documentation: any document referred to in the Order and/or resulting from the Work delivered by the Supplier to SODERN.

Entrusted Asset: any prototype, machine, tool, die, mould, test bench and/or measuring equipment, tangible asset made available to the Supplier by SODERN.

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

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

General Terms and Conditions of Purchase: the general terms and conditions of purchase set forth in this document.

Goods: Items, technical means or other suppliers subject to physical delivery by the Supplier to SODERN

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, including, without limitation, any expertise, process, method, plan, drawing or study, including where 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 description of the commissioned Work, the deadlines, and the price of the Work.

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

RDE: customs representative as defined in Article 18 of the European Union Customs Code (*as per the French acronym*).

Service: all Work carried out by the Supplier relating to intellectual services or services provided on the Site (or elsewhere) and not necessarily generating deliverables such as Documentation or Goods.

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

Special Conditions: the special conditions specified in the Order by SODERN that amend and/or supplement the General Terms and Conditions of Purchase.

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

Works: all supplies (Goods or Documentation) 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. ORDER'S ACCEPTANCE

2.1 Acceptance of the Order implies acceptance of these General Terms and Conditions of Purchase and the Special Terms and Conditions. In the event of any inconsistency between the General Terms and Conditions of Purchase 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 Work, it is 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 Purchase Service 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. ORDER'S MODIFICATION

3.1 No modification made to these General Terms and Conditions of Purchase and/or Special Terms and Conditions specified in the Order shall be binding on SODERN, unless SODERN has given its prior written consent. Any acknowledgement of receipt referring to the application of other provisions, such as the Supplier's General Terms and Conditions of Sale, must be expressly accepted in writing by SODERN or open a negotiation phase to define the conditions applicable to the Works. In the absence of express written agreement from SODERN, any terms and conditions that derogate from these General Terms and Conditions of Purchase shall not apply.

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. PERFORMANCE OF WORKS

The Supplier is bound by an obligation to provide enhanced information and advice to SODERN.

The Works must be carried out in compliance with the documents and data referenced in the Order and in compliance with regulations in force and applicable standards. The Supplier is responsible for verifying and ensuring that it has all the relevant elements (documents, data, materials, tools, etc.) required before undertaking the Works entrusted to it.

The Supplier must also comply with SODERN's environmental and / cybersecurity requirements as defined in the Order and its appendices. The assistance that SODERN may provide the Supplier to carry out the Works, or the checks that SODERN reserves the right to carry out do not in any way exempt the Supplier from its responsibility for the Works.

5. RISK MANAGEMENT

The Supplier is responsible for risk management, enabling it to control the technical, scheduling, timetable and financial constraints inherent in the Works throughout the entire duration of the Works. This risk management must also cover the activities of all of its sub-contractors. To this end, the Supplier undertakes to provide all necessary information at any time, on its own initiative or upon request from SODERN. The Supplier informs SODERN of the implementation of corrective and risk reduction actions in order to anticipate the consequences of these risks.

The Supplier must notify SODERN of any foreseeable developments concerning its Works and of any cessation of production as soon as it becomes aware of them and as soon as possible. In this case, the Supplier undertakes to ensure the product's durability for as long as this is materially possible and to offer an equivalent or replacement product. In this respect, the Supplier notifies SODERN of any risk of obsolescence or proven obsolescence at the start and during the Works and undertakes to propose alternative solutions to SODERN.

If the Works involve a technical resource, the Supplier must be able to ensure the supply of all spare parts, components and other items necessary to use the said resource for a minimum period of ten (10) years from the date of the acceptance report.

For Orders whose completion is spread out over time, the Supplier undertakes to implement a business continuity plan designed to define the measures to take to ensure the Order continues to be fulfilled in the event of an occurrence that could prevent its full completion.

At any time after notification has been sent to the Supplier, SODERN or any person designated by SODERN, including its customers or official services, shall have the right to carry out audits (technical, quality, etc.) on the Supplier, its sub-contractors and/or suppliers. To this end, the Supplier undertakes to provide SODERN or the persons designated by SODERN, with the information and resources required to complete this audit, without additional billing, it being understood that the files relating to execution and the means of production and logistics must be made available to SODERN. Before conducting an audit, the staff in charge of the audit in question must sign, if necessary, a personal confidentiality agreement.

6. COMPETITIVENESS

The Supplier shall endeavour to reduce the costs and completion time of the Works without compromising quality requirements. It also endeavours to improve the service level provided to SODERN. The Supplier shall inform SODERN of areas for improvement for joint review and assessment of the impact on the execution of the Works.

7. ACCESS TO PREMISES

7.1. 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 rules of procedure 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.

7.2. To carry out the Work, the Supplier's personnel may need to access the SODERN's premises. In this context, the Supplier undertakes to ensure compliance with the rules of procedure and safety rules of SODERN by all personnel concerned. Where applicable, a prevention plan is established to ensure the safety of SODERN's and the Supplier's personnel while the Work is being carried out.

8. ENTRUSTED ASSETS

SODERN may provide the Supplier with any Entrusted Asset for the execution of the Order. The Entrusted Asset is considered to be loaned under Articles 1875 et seq. of the French 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, other than those provided for in the scope of the Work, 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.

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 SODERN's prior written consent.

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

- safekeeping and maintenance in perfect operational condition according to their nature and any applicable standards and prescriptions,
- 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,
- return to SODERN in perfect working order.

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

9. TRANSPORT AND DELIVERY

All Delivery of the Work shall be carried out in accordance with the terms and conditions defined in the Order, on the Site or, where applicable, at the place of Delivery indicated by SODERN in the Order.

9.1 Transport and delivery of Goods

Delivery of Goods must be accompanied by the mandatory documents referenced in the Quality Requirements for Sodern Suppliers PS-00012101 in its latest published version, as well as those specified in the Order, including the technical documents attached to the Order, which form an integral part of the Documentation.

Unless otherwise specified in the Order, the Goods must be delivered in accordance with Incoterm® DAP (Delivered at Place – Incoterm® ICC 2020), at the premises or address specified by SODERN.

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

Any Delivery must be accompanied by a delivery note containing the above-mentioned information.

Any Delivery of Goods to SODERN takes place on working days from 8:00 a.m. to 12:00 p.m. and from 1:00 p.m. to 4:00 p.m.

The Supplier shall be liable for any damage to the Goods caused by incorrect, inadequate and/or insufficient packaging, marking, or labelling. In particular, it shall be obliged to replace any lost or damaged Goods at its own expense and risk and within the time-frame indicated by SODERN. 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 safety of loading and unloading operations. Suppliers ensure that their carrier complies with all instructions given by SODERN on its site.

Delivery of the Works does not constitute Acceptance of the Works. Acceptance is implemented in accordance with Article 11.

For international and intra-community deliveries:

For an international delivery (including an intra-community delivery), prior to any shipment, the Supplier must send SODERN a shipping notice accompanied by the following documents at least two (2) business days before the departure of the Goods, to the following address [customs.dpt@sodern.fr]:

- delivery note in good order (order number, sender, recipient, weight, number of packages, dimensions),
- shipping invoice,
- packing list,
- all necessary customs documents (declaration of origin, certificates, licences, export authorisations, etc.).

SODERN acts as recipient/importer and appoints its registered customs representative to complete customs clearance formalities and notifies the Supplier thereof following the shipping notice. The Supplier undertakes to cooperate with SODERN's RDE and to provide them with all necessary documents within the given time frame.

Declaration of preferential origin

Where the Goods are eligible for preferential tariff treatment, the Supplier undertakes to provide:

- either the Supplier Declaration of origin for each shipment,
- or a Long-Term Supplier Declaration of origin covering all shipments for a maximum period of twenty-four (24) months.

9.2 Documentation Delivery

All Documentation produced and due within the framework of the Order is delivered to SODERN by the Supplier according to a process that guarantees the protection of the confidentiality of said Documentation. SODERN shall provide written confirmation of receipt of the Documentation to guarantee proper receipt of the deliverable, for which the Acceptance process shall then be initiated in compliance with Article 11.

Delivery of Documentation within the agreed time frame is an essential obligation of the Supplier, giving rise to the application of the penalties provided for in Article 10, in the same way as a delay in the Delivery of Goods.

9.3 Service Delivery

The Services provided by the Supplier to SODERN shall be delivered according to a process enabling confirmation of the effective completion of the Work as determined by the Parties in the Order. Delivery within the framework of Services may constitute one and the same mechanism with Acceptance, as provided for in Article 11.

Delivery of Services within the agreed time frame is an essential obligation of the Supplier, giving rise to the application of the penalties provided for in Article 10, in the same way as a delay in the Delivery of Goods.

10. DELAYS - PENALTIES

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. 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.

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

SODERN will notify the Supplier of the amount of penalties 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 penalties shall be directly charged to the invoice for the Order. If there are any penalties that exceed the amount still owed to the Supplier, the Supplier undertakes to complete this payment as soon as possible and within thirty (30) days.

The Supplier's payment of the aforementioned penalties does not release the Supplier from its performance obligation towards SODERN, nor shall it deprive SODERN of its right to invoke the following Articles 22 or 23, 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.

11. ACCEPTANCE OF WORKS

Acceptance of Works will be declared 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. A specific Acceptance procedure may be set up with the Supplier, which shall then be specified in writing in the Order. Acceptance of the Work is subject to the completion of this procedure, notwithstanding this Article, without affecting the other provisions of these General Terms and Conditions of Purchase.

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 can:

- (i) decide to apply Article 23 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 is 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.

Works rejected by SODERN and for which no solution had been found are deemed as undelivered.

12. TRANSFER OF OWNERSHIP AND RISK

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

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 9 of these General Terms and Conditions of Purchase.

13. WARRANTY

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 11 above, that the Works, including the Documentation, 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.

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 non-compliant Works. The Supplier is 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.

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

14. SUB-CONTRACTING

Where sub-contractors 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 sub-contracting, the Supplier shall provide SODERN with a written list of its sub-contractors. SODERN reserves the right to demand a change of sub-contractor during the performance of the Order.

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

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

15. PRICE, PAYMENT, INVOICING

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.

Payments are made in euros or, where applicable, in the currency indicated on the Order. 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.

Invoices shall be established in one (1) copy by the Supplier upon Delivery. Invoices must be sent to the e-mail address "factures.fournisseurs@sodern.fr".

The Supplier undertakes to provide, for each delivery, an invoice that complies with the customs and tax requirements in force, which must include the following information:

- Order references and date
- a detailed description of the Goods with the corresponding line number,
- the invoicing currency, the unit value and the total value of the Goods,
- the detail of ancillary costs (transport, insurance, etc.) when they are included in the invoice,
- the agreed Incoterm® (Incoterms® ICC 2020 version) and the exact place of delivery,
- the country of origin of the Goods,
- the customs code (HS Code) for the Goods,
- the Supplier's full contact details,
- their valid EORI number and intra-community VAT number (where applicable).

Any request for payment prior to a Delivery must be the subject of a deposit invoice from the Supplier in accordance with the customs and tax requirements in force.

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.

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.

All payments are made by bank transfer, forty-five (45) days after the end of the month in which the invoice was issued.

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.

Compliance with the obligations set forth in this article is essential for the performance of the Order.

Any omission or misrepresentation may result in the suspension of payment until the matter has been fully resolved, without prejudice to any remedies available to SODERN.

In the event of breach, SODERN has the right to terminate the Order in accordance with Article 23, without providing any prior notice.

For any difficulty relating to the processing of its invoice, the Supplier can contact the teams in charge of financial aspects by email at compta-fournisseur@sodern.fr.

16. INTELLECTUAL PROPERTY

In the event that the Works give rise to intellectual property rights under French law:

16.1 Background Intellectual Property

Each Party retains their Background Intellectual Property.

The Supplier grants SODERN a 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 Goods. The cost of this right of use is included in the cost of the Work and shall not be not invoiced separately.

16.2 Foreground Intellectual Property

Foreground Intellectual Property generated from the performance of the Order and the related Intellectual Property Rights are and shall remain the exclusive property of SODERN. SODERN is free to protect them by any industrial property right. In this respect, the Supplier shall refrain from registering any industrial property title on the Foreground Intellectual Property.

For Foreground Intellectual Property protected by copyright, the Supplier assigns all economic rights to the Foreground Intellectual Property to SODERN 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 as they are produced. SODERN may also transfer or sub-license all or part of these rights to a third party.

The Parties may agree on a right of use that may be granted to the Supplier. This right of use shall be subject to a specific agreement.

16.3 Guarantee against third-party claims

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.

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.

SODERN shall alert the Supplier as swiftly as possible in the event of any claim. 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. 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.

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. 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. 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.

17. CONFIDENTIALITY

Any Information disclosed by SODERN is strictly confidential, without SODERN being required to specify this.

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 ensures, in particular, that SODERN's Information cannot be published as a result of the use of IT tools connected to the internet (in particular tools using artificial intelligence). 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.

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

This obligation of confidentiality applies from the acceptance of the Order and will remain in force for ten (10) years from the Order's expiry or termination.

The Order is confidential, therefore any publicity referring to the Work and/or the Order used for any purpose whatsoever shall be subject to SODERN's prior written consent.

18. SECURITY AND PROTECTION OF SECRETS

Within the framework of the legal and regulatory provisions concerning the protection of national defence secrets, the Supplier requiring the possession of classified information or materials undertakes to protect this classified information or materials to which it has access and possesses in connection with the Order, taking into account the specific stipulations defined in the contractual security plan.

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.

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.

19. LIABILITY

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.

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.

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.

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.

In addition, the Supplier undertakes to comply with all applicable regulations in force, both at national and European level, such as those relating to customs obligations, the REACH Regulation, the requirements of the Carbon Border Adjustment Mechanism (CBAM) and, more generally, any applicable regulations relating to the supply of products or services.

It is the Supplier's responsibility to obtain the required licences, authorisations and documents from the relevant authorities. The Supplier guarantees that the Goods delivered do not violate any applicable regulatory provision.

Any failure by the Supplier to fulfil its customs, documentary or regulatory obligations (in particular regarding transport, origin, Incoterm®, export control) shall render it liable. SODERN may suspend payments, reject delivery and charge for any costs or penalties incurred. The Supplier undertakes to refund the sums owed within fifteen (15) days of the request.

As a producer of electrical and electronic equipment waste, 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.

20. INSURANCE

The Supplier undertakes to subscribe to 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.

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.

21. FORCE MAJEURE

The Party affected by a force majeure event, excluding increases in the price of raw materials, strikes, or other industrial actions, must 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.

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.

If the period during which the performance is suspended exceeds two (2) months, the Parties may terminate the Order in accordance with Article 23.

22. 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 must 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.

23. TERMINATION

SODERN may 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 case of a serious breach of one of its contractual obligations, in particular in the event of failure to comply with the obligations set out in Articles 19, 24, 26, 27, 28, 29;
- 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 of failure by the Supplier 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.

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.

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.

24. 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.

25. CORRESPONDENCE

All correspondence must be addressed to the SODERN Purchasing Service, whose representative is designated in the Order. Invoices and similar documents should be sent to SODERN's Accounting Department at the address provided in Article 15.

26. EXPORT AND/OR IMPORT RULES

The Supplier undertakes to comply with the Export Rules that apply to the Works (including its components), as well as to any software, information and products that the Parties may make available to each other as part of the Order.

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 23.

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.

The Supplier is 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.

The Supplier shall communicate the requirements and responsibilities set out in this Article 26 to its subcontractors at all levels and obtain the corresponding information from its subcontractors for communication to SODERN.

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

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 21, 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.

27. COMPLIANCE WITH LABOUR RULES

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

The Supplier is required, from the date on which the Order enters into effect 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.

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

28. PROTECTION OF PERSONAL DATA

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 to which they have access in the context of the Order, and not to disclose or communicate this data to any third party whatsoever. The Parties undertake to take 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 to which the receiving Party has 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.

28.1 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.

The information notice relating to the processing of personal data carried out by SODERN in the context of managing its suppliers is available on SODERN's website in [the Suppliers space](#).

28.2 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. The Supplier shall provide SODERN with the information notice related to its processing.

29. ETHICS AND COMPLIANCE

The Supplier undertakes to comply with SODERN's ethical charter available on SODERN's website in [the Suppliers space](#).

Each Party represents and warrants that none of its staff, directors, employees, agents or any individual involved in the Order has been or is currently under criminal investigation for acts relating to corruption (including conflict of interest, facilitation payments, bribes) with a view to obtaining an undue advantage, money laundering, etc., or any behaviour that would violate their company's anti-corruption rules or applicable laws and regulations. "Applicable laws and regulations" means any law, decree, regulation, order, judgement or any decision by a government authority or court relating to ethics and anti-corruption (i) the international rules of the 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) 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) Export Rules.

30. 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 receipt of the notification by SODERN 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.

31. LANGUAGE

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

32. DIVISIBILITY

The invalidity of one or more provisions of these General Terms and Conditions of Purchase shall not affect the other provisions, and the Parties undertake to negotiate in good faith to find replacement provisions that best meet the objectives of the invalidated provisions.

33. WAIVER

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

34. APPLICABLE LAW - DISPUTE RESOLUTION

These General Terms and Conditions of Purchase 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.

In the event of any dispute relating to these General Terms and Conditions of Purchase and/or the Order, the Parties shall do their utmost to resolve the dispute amicably. If 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.