

SCOPE - ORDER

The present GCP are intended to govern all purchases of goods and services (the "Supplies") of KNDS France and its Subsidiaries to the Supplier and for which an order will be issued (the "Order"). GCP are negotiable and may be modified by mutual agreement between the parties. KNDS France or its **Subsidiary**, acting in its name and on its behalf for the purchase, is hereinafter referred to as the "Buyer". The acceptance by the Supplier of the Order is formalized by sending to the Buyer under 10 calendar days a copy of the Order, signed and stamped "Acknowledgment of receipt", rendering applicable the present GCP and, if any, the specific conditions mutually agreed. In the absence of reply by the Supplier within this period or in case of commencement of performance, the Supplier shall be deemed to have accepted all the terms and conditions associated to the Order.

DELIVERY – PACKING

For each delivery, a certificate of conformity compliant with NF EN 9163 standard or equivalent and a delivery note, indicating the references of the line(s) of the Order, the Supplies delivered, the shipping date and the packing list shall be issued. The delivery note shall be placed in a sealed envelope that will be affixed onto the outside of the parcel or on one of the parcels. The Supplier undertakes to deliver the Supplies during the opening hours of the place of delivery stated in the Order. The Buyer reserves the right to return at the Supplier's expense any deliveries whether (i) not accompanied with all the required documents; (ii) received more than 15 days prior to the scheduled delivery date without the Buyer's prior approval; the respective payments to be made in any case pursuant to the contractual delivery dates; (iii) whose quantities are deficient, split or surplus. Packing shall be made in accordance with the regulations in force in such a way as to minimize the impact on the environment and in all cases, in the most suitable manner to protect the integrity of the Supplies until they are used. Unless expressly stated otherwise on the delivery note, the packing shall be deemed nonreturnable.

DELIVERY DATES – DELAY

The delivery dates specified in the Order are mandatory and form a material part of the Order. The Supplier undertakes to immediately inform the Buyer of any event that could delay a delivery. The Buyer shall be entitled to demand that delivery be made by express service at the Supplier's expense, and/or to reduce or terminate the Order or part of the Order not performed, without any compensation, and/or 15 calendar days after written formal notice given to the Supplier remained without effect, substitute itself to the Supplier or appoint another company to fulfill the late Order. All additional costs induced in connection with such transfer shall be borne by the Supplier.

ACCEPTANCE – REFUSAL

All Supplies that do not conform to the Order shall be rejected. At the Buyer's option and at the Supplier's expense, the Buyer shall either request to the Supplier to intervene in the premises of the Buyer or at the place defined by the Buyer to remedy the non-conformities, or to return the Supplies and issue a credit note.

PENALTIES

(i) **Deadline:** Regardless of the cause of the delay, except in the case of force majeure, the Buyer may demand the payment of penalties equal to 0.15% of the value excluding VAT of the delayed Order per calendar day of delay. (ii) **Non-quality:** Non-compliant Supplies delivered to the Buyer shall be documented in a Supplier Anomaly Report ("SAR"). The Buyer may demand the payment of a penalty of €1500 excluding VAT per SAR, after a joint analysis carried out concludes that the Supplier is liable. (iii) **Waiver:** In case of a waiver request by the Supplier, the Buyer may demand the payment of a penalty of €1,500 excluding VAT per waiver corresponding to processing costs. Without prejudice to any action for damages, the aforementioned penalties shall be payable automatically and without prior notice. These penalties shall not constitute full discharge and cannot be considered as a flat-rate, final compensation for the damage suffered by the Buyer and cannot prevent the application of the "TERMINATION" article below.

TRANSFER OF TITLE AND RISKS

Risks and title to the Supplies shall pass to the Buyer upon delivery to the agreed place of receipt, notwithstanding any retention of title clause inserted in the Supplier's documents, or in the case of research outcomes or acquisitions, as and when they are carried out.

INSURANCE - LIABILITY

The Supplier shall take out and maintain, with reputable creditworthy insurers, all insurance policies necessary to cover the consequences of any bodily injury and all direct and/or consequential damage (whether material or immaterial) caused by the Supplier to the Buyer and/or third parties.

PRICES

The prices stated in the Order are fixed-firm, in Euros and exclusive of tax. The prices include all the costs necessary to perform the Order pursuant to the terms and conditions hereto. Unless otherwise stated in the Order, the prices are for "Delivered At Place" Supplies (according to 2020 edition of Incoterms® - International Chamber of Commerce - Publication n°723EF) within continental France at the address indicated in the Order. The Parties expressly agree to exclude the application of article 1195 of the French Civil Code.

INVOICES – PAYMENTS

Invoices must be sent to the accounting department of the Buyer stated in the Order. Invoices must include the Order number, the line numbers of the delivered Supplies and the number(s) of the delivery note(s) as well as all the provisions required by law. Only 1 original invoice should be issued, at the earliest on the delivery date. Invoices will be paid by bank transfer pursuant to the payment terms stated on the front page of the Order. The applicable currency for payment is the Euro (EUR). Payment of an invoice may not be construed as a definitive acceptance of the deliveries or a waiver of the warranty. In case of late payment, the Supplier may demand the application of a late payment penalty at the rate of three times the legal interest rate applicable in France. In accordance with article L.441-10 of the French Commercial Code, the Buyer shall also pay by operation of law a lump sum compensation for collection costs of 40€.

WARRANTY

For a period of 24 months as of the date on which the Supplies are accepted at the Buyer's premises, the Supplier warrants that the Supplies: (i) comply with the specifications attached to the Order; (ii) are free from any design, material and/or workmanship defects; (iii) have been manufactured and delivered in accordance with standard industry practice and state-of-the-art rules. Furthermore, the Supplier will be bound by the statutory warranty covering latent defects. If the Supplies do not conform to the preceding, they shall be made available for collection by the Supplier, at its own expense and risk, including those relating to the shipping thereof. The Supplier undertakes to: (i) repair or replace the defective Supplies; (ii) indemnify the Buyer from and against the damage or loss sustained; (iii) refund in full all amounts paid for defective Supplies rejected.

CONFIDENTIALITY – INTELLECTUAL PROPERTY

All written and oral information exchanged in the performance of the Order is strictly confidential and may not be disclosed or supplied to a third party by a Party without the other Party's prior written agreement. Moreover, the Supplier may not use the existence of the Order as a commercial reference without the Buyer's agreement. The Supplier and the Buyer remain sole owner of their background information. The Supplier undertakes not to oppose its background information for the use by the Buyer of the results. All intellectual and industrial property rights relating to the results generated in the performance of the Order shall vest in and be the sole and exclusive property of the Buyer. The Buyer shall have the right, without limitation, to use, exploit, reproduce, represent, adapt, modify, translate, commercialize the results by any means and on any medium, and to assign and sublicense to any third-parties all or part of such rights. The present assignment is made for both France and worldwide and for such time as the copyright therein is protected by law. The Supplier warrants that the Deliverables do not infringe any third party intellectual property rights and shall hold the Buyer harmless from and against any action or claim brought by a third party against the Buyer or its customer and all kinds of consequences arising from such actions.

AUDIT – QUALITY

Subject to 10 calendar days prior written notice the Buyer reserves the right to audit the proper performance of the Order, by carrying out such inspections and controls as it deems fit at the premises of the Supplier and its sub-contractors. All required resources and documents must be

made available to the persons instructed to carry out the audit. The Buyer may request the Supplier to demonstrate that the quality system it implements ensures that the requirements of the Order are met. All the requirements of an Order may be subject to supervision by the relevant governmental quality assurance agencies. In such cases, the Supplier shall be notified of the said quality assurance activity, as scheduled. These provisions and/or the audits to be performed by the Buyer shall not relieve the Supplier of its obligation to deliver conforming supplies, as set out in article "WARRANTY".

REGULATIONS

(i) The Supplier undertakes – and waives any possible exclusions concerning war material – to comply notably with the European Regulation 1907/2006 ("REACH"), the European Regulation 1272/2008 ("CLP"), the directive 2011/65/UE ("RoHS") and directive 94/62/CE ("packaging") and/or any such national rules as may result from the implementation of these directives. Before delivery, the Supplier shall provide the Buyer with the compulsory information relative to REACH by sending its documents to the following e-mail-address: reach_ns_contact@knds.fr. (ii) The Parties undertake to comply with all applicable import/export control and transfer laws and regulations and to obtain in due time the required authorisations from relevant authorities. The Supplier certifies that the Supplies are not subject to any export restrictions of foreign origin (e.g.: US International Traffic in Arms Regulation – ITAR). If any such restrictions do apply, they must be set out explicitly in the Supplier's offer. In case of change, the Supplier shall forthwith notify the Buyer. (iii) The supplier undertakes to conduct its activities in accordance with the principle of integrity and comply with all applicable anti-corruption laws. The supplier shall not make any offer, promise, or gift of any benefit, whether monetary or otherwise, whether directly or through third parties, to an employee of KNDS France & Subsidiaries to obtain any form of special status or recognition, jobs, contracts, or any other favourable decision, or for them to exercise their influence to obtain such favours. In addition, the supplier undertakes to carry out reasonable checks before entering into a relationship with third parties in order to prevent and detect the risk of corruption and influence peddling. (iv) The Supplier undertakes to comply with all provisions of the French Employment Code (Code du Travail), in particular those relating to undeclared work. Subsequently, the Supplier undertakes to comply with Articles D.8222-5 and D.8222-7 and to provide the Buyer with the documents referred thereto, prior to the execution of the Order and until full performance thereof.

SUBCONTRACTING – ASSIGNMENT

The Supplier undertakes not to assign the Order or any part thereof, not to subcontract the performance of the Order without the prior written approval of the Buyer. In all cases, the Supplier shall remain solely liable to the Buyer for the complete execution of the Order within the agreed lead times. The Supplier also undertakes to notify the Buyer, within a period of 15 calendar days of their occurrence, of any change in the composition of its capital, its management, its legal status or financial structure, of any administration or compulsory winding-up, liquidation or bankruptcy order issued against it. The Buyer may assign the benefit of the Order to any company that is controlled directly or indirectly by the Buyer or that controls the Buyer directly or indirectly, pursuant to article L.233-3 of the French Commercial Code.

PROTECTION OF PERSONAL DATA

KNDS France, its Subsidiaries and the Supplier comply with Regulation (EU) 2016/679 of the European Parliament and the Council, of 27 April 2016 and any applicable local regulations relating to the protection of personal data and in particular the Data Protection Act, no. 78-17 of 6 January 1978, as amended (hereinafter the "Applicable Regulations"). KNDS France, its Subsidiaries and the Supplier will act as independent data controllers, as defined by the Applicable Regulations, and will ensure the implementation of appropriate technical and contractual measures in order to guarantee the security of the personal data collected through the Order, and to prevent any unauthorised and/or unlawful access to said personal data. The Supplier hereby agrees not to transmit the personal data collected through the Order to any third party, supplier or subcontractor, without the prior written consent of KNDS France or its Subsidiaries. In any event, the Supplier will refrain from transferring the personal data collected and processed through the Order to countries that do not offer an adequate level of protection as defined by the Commission Nationale de l'Informatique et des Libertés. Upon termination or execution of the Order, the Supplier undertakes to cease without delay any processing of personal data collected through the Order and agrees, at the request of KNDS France or its Subsidiaries, to return or destroy said data within 15 days after termination or execution of the Order.

TOOLS – SPECIAL PROCESSES

(i) The tools, designs, templates, plans or other equipment items manufactured specifically for the fulfilment of the Order are the property of the Buyer and shall be listed by the Supplier. They may only be used by or for the Buyer and must be returned to the Buyer immediately upon request. In such a case, the supplier will not be entitled to claim any compensation. The Supplier shall maintain them in good working order and undertakes to take out all the necessary insurance to cover such items. (ii) The Supplier remains solely liable for the quality of the parts produced using tools belonging to the Buyer. Subject to 10 business days' prior notice, the Buyer (or a representative named by the Buyer) may draw up an inventory of the tools belonging to the Buyer at the Supplier's premises, at any time and under its own control. The Supplier agrees to notify the special processes used by itself or its subcontractors and to carry out their qualification which will be validated by the Buyer. The Supplier shall demonstrate, verify, trace and guarantee, with supporting evidence, the required performance. A special process designates a process whose results cannot be fully verified a posteriori by a control or a test of the Supplies and the consequence of deficiencies can only appear when using the Supplies.

TERMINATION

If the Supplier fails to fulfil one of its obligations under the Order, and notably in case of breach by the Supplier of the contractual deadlines, its legal, regulatory, warranty and intellectual property obligations and/or in case of non-compliance of the Supplies, the Buyer may terminate all or part of the Order, by operation of law and on the exclusive ground of a breach by the Supplier, by registered letter with acknowledgement of receipt, 15 calendar days after formal notice remained without effect, without prejudice to any damages that the Buyer may claim from the Supplier.

APPLICABLE LAW

The Order is governed by French law to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

DISPUTE

The Parties undertake to resolve amicably any dispute that may arise during the execution of the Order. Should negotiations fail, the Parties shall prefer the use of mediation by referring the matter to an internal mediator (m@knds.fr) or an external mediator. In accordance with Article 2238 of the French Civil Code, the limitation period shall: (i) be suspended as soon as the parties agree to use mediation or, in the absence of a written agreement, from the first mediation meeting; (ii) start to run again, for at least 6 months, as soon as one of the parties, both parties or the mediator declare that the mediation is terminated. Failing to reach an agreement within 60 days from the occurrence of the dispute, the first party to act may refer the matter to the competent courts of Paris, to which the Parties agree to confer exclusive jurisdiction, notwithstanding any stipulation to the contrary stipulated by the Supplier, and even in the event of incidental demand, warranty claims or multiple defendants.