GENERAL CONDITIONS OF PURCHASE - V.2024.2

1. DEFINITIONS

"Buyer" or "Purchaser" shall mean the company in the SICAME group that orders Products from the Supplier.

"Delivery Form": means the contractual document issued by the Supplier, dated, recalling the elements indicated in Article 4.2.

"**Customer**" shall mean Buyer's customer or customers.

"Order" is the generic term for the contractual document signed by the Parties by which Buyer orders Products from Supplier, materialised by a Purchase Order.

"General Conditions of Purchase" or "**GCP"** means the contractual framework governing the commercial relationship between Buyer and Supplier under the Order.

"Master Purchasing Agreement" means the agreement that may be entered into between Buyer and Supplier to determine or specify certain terms and conditions governing their contractual relationship.

"Contractual Set": means the set of documents governing the contractual relationship between Buyer and Supplier, consisting in the following order of priority: (i) Master Purchase Agreement and its Annexes, if any; (ii) the Orders; (iii) these GCP.

"Safety Data Sheet" or "**SDS**" refers to the document to be attached to the Delivery Form when the Order includes hazardous materials.

"**Supplier**" means the company that supplies the Products, complying with the obligations set forth in the Contractual Package.

"Product(s)" means the products, materials, supplies, outside work product, special machinery, equipment and services that are the subject of an Order from Buyer to Supplier.

2. SCOPE OF APPLICATION

2.1 These GCP constitute Buyer's purchase proposal to its Suppliers and are intended to define the relational terms and conditions of the purchase and sale of Products, applicable between Buyer and its Suppliers (jointly the "Parties" and individually a "Party").

2.2 Buyer and Supplier agree to subject the Order to these GCP, being of mutual performance, after having exchanged all information determining their consent and formalizing their agreement. Thus, Buyer and Supplier waive the right to invoke any other terms and conditions, unless expressly agreed otherwise in writing between the Parties.

2.3 The specific terms and conditions appearing on the Master Purchase Agreement / Order shall supplement and may derogate from these GCP; in the event of contradiction, they shall prevail over the GPC.

2.4 Buyer and Supplier agree that their contractual relationship shall be governed by the Contractual Framework.

3. ORDERS

3.1 All purchases made by the Buyer are subject to a Purchase Order.

3.2 Orders must include an item, a description, a quantity, a price, a delivery date and a payment method.

3.3 Supplier agrees to return the acknowledgement of receipt of the Order within two (2) business days of its receipt, by any written means. After this period, the Order shall be deemed accepted without reservation by Supplier.

3.4 Any reservations on the part of Supplier shall be communicated to Buyer within two (2) working days of receipt of the Order. The Order shall not be confirmed until such reservations have been accepted in writing by Buyer or waived by Supplier.

4. DELIVERY, PACKAGING, TRANSPORT

4.1 The Supplier shall use packaging appropriate to the nature of the Products, so as to ensure the safety and integrity of the Products up to their place of delivery. In particular, but not exclusively, the packaging shall be appropriate and shall take into account the precautions to be

taken to protect the Products against bad weather, corrosion, loading and unloading accidents, transport and storage constraints, vibrations and shocks.

4.2 Each box, package, or group of packages shall bear all the information necessary to allow immediate identification of the goods upon receipt. Each delivery shall be accompanied by a Delivery Form giving all necessary details, including the contents of the packaging, factory controls, delivery date and place of delivery, weight, quantities delivered, Buyer's order number, Buyer's item code, Supplier's reference, and the designation of the Products. If an Order includes hazardous materials and/or chemical substances, a Safety Data Sheet ("SDS") must be attached to the Delivery Form.

4.3 Unless otherwise specified in the Order, deliveries to the locations specified in the Order shall be made in accordance with currently applicable 2020 INCOTERM DDP ("INCOTERM").

4.4 The contractual delivery date is shown on the Order. This is the date on which the Supplier shall make the Products available to the Buyer in quality and quantity at the place agreed upon in accordance with INCOTERM or at the place designated on the Order.

4.5 The Supplier shall immediately inform the Purchaser of any foreseeable delay in delivery and of the measures taken to remedy the same, all additional expenses resulting therefrom shall be borne by the Supplier.

4.6 In case of delivery made after the contractual date, the Buyer reserves the right to withhold the payment of its price, until the complete delivery of the ordered Products.

4.7 Compliance with the delivery deadlines requested by Buyer and accepted by Supplier is an essential condition of the Order. The Supplier shall be fully responsible for any delay in delivery, and shall bear all direct and indirect consequences thereof, without prejudice to the right of the Buyer to:

- Obtain compensation from the Supplier for the loss equal to the greater of the value of the delayed delivery or the loss suffered by the Buyer.

- Receive as of right from Supplier payment of a penalty of one percent (1%) per day of delay for the first five days of delay on the delayed portion of the Order. This percentage shall be increased to one and one-half percent (1.5%) per day thereafter, on the delayed portion of the Order. The foregoing provisions shall not preclude the exercise of the right of termination set forth in Article 17 – Termination and Restitution;

- To obtain from the Supplier the immediate return of the sums paid by the Purchaser under the Order if the price has already been paid in full or in part.

5. COMPLIANCE OBLIGATION

5.1 The Products shall strictly comply with the terms of the Order and with the specifications of Buyer's technical data sheets; with the Supplier's technical specifications, if they have been expressly accepted as reference specifications by Buyer; with the drawings of the Products; and with the laws, standards and regulations in force. It is the Supplier's responsibility to keep itself informed of the existing and future legal, normative and regulatory framework, particularly with respect to social, societal and environmental responsibility.

5.2 The Products must also comply in all respects with the legal and regulatory requirements in force, in particular with regard to quality, composition, presentation and labelling, as well as with the rules of the trade.

5.3 The Supplier undertakes to prove the origin and conformity of the Products it supplies to the Purchaser in accordance with the conditions and technical specifications of the Products,

in particular by presenting all certificates guaranteeing them, within seven (7) calendar days of the Purchaser's request.

5.4 This compliance obligation is an obligation of result for the Supplier.

5.5 The possible surveillance by the official services (e.g. customs, DGCCRF French organisation) and the control by the Buyer's services do not release the Supplier from its obligation of conformity and quality as an obligation of result.

5.6 The Purchaser, whether or not accompanied by its customer, reserves the right to carry out controls, audits and inspections at the Supplier's premises. The Supplier guarantees the Purchaser free access to its premises on request, during opening hours, and without any disruption of service. In compliance with the provisions of Article 8 - Subcontracting, if the Products covered by the Order are designed, manufactured or assembled by third parties or subcontractors of the Supplier, the Supplier shall obtain the authorization of the third parties or subcontractors to allow the Purchaser to have access to their premises under the aforementioned conditions.

5.7 The Supplier shall be deemed to be fully liable to the Buyer and its customer(s) (if any) for all direct and indirect harmful consequences of a possible lack of conformity and quality of the goods and Products delivered, both in terms of quality and quantity, and consequently undertakes to fully compensate the Buyer for any damage that may result therefrom, and in particular for the costs incurred for disassembly, transportation, analysis, sorting, reassembly, labor and all related costs.

6. NON-CONFORMITY AND REFUSAL OF DELIVERY

6.1 Buyer reserves the right to refuse delivery in whole or in part if the Products are considered by Buyer to be non-conforming, as defined in Article 5, upon delivery. The Buyer shall notify the Supplier of its refusal in writing within eight (8) days of delivery.

6.2 Any refused delivery shall be collected by the Supplier within eight (8) days of the notification by the Purchaser of the refusal of delivery. Failing this, it shall be returned to the Supplier at its own expense and risk.

6.3 Subject to the application of Article 6.4, Supplier shall immediately replace at its own expense (manufacturing, transportation and all other costs related to the replacement) all Products whose delivery has been refused by Buyer.

6.4 Buyer reserves the right, however, at its discretion, after having ascertained and notified Supplier of the lack of conformity to:

- to require the refund of the sums already paid by the Buyer corresponding to the refused Products.
- to obtain the reduction of the price in proportion to the imperfect execution or;
- to cancel the sale to the detriment of the Supplier without the Supplier being able to claim any compensation;
- to replace itself with the supplier of its choice, at Supplier's sole expense.

7. TRANSFER OF OWNERSHIP AND RISK

7.1 Ownership of the Products shall pass to Customer upon transfer of risk in accordance with the applicable INCOTERM accepted by the Parties, in accordance with the provisions of Articles 4 and 5, except in case of any retention of title clause accepted by the Parties.

7.2 The transfer of risks is carried out according to the INCOTERM or at the reception of the Products by the Purchaser if carriage paid according to the conditions stipulated by the article 4.3.

8. OUTSOURCING

8.1 Supplier shall personally execute Buyer's Orders.

8.2 Any work that the Supplier may subcontract shall be subject to the prior written consent of the

Purchaser. Where applicable, the Supplier shall ensure that its subcontractors comply with these GCPs and, in particular, shall guarantee Buyer a right of access to such subcontractors for the part concerning the performance of the Order in progress, in accordance with the provisions of Article 5.5.

8.3 Supplier shall remain liable to Buyer for the proper performance of any subcontracted work.

9. TOOLS

9.1 The tools of all kinds (in particular injection tools, tools to be followed, etc.), the peripherals of the tools, as well as the files, documents and plans that may be used for the execution of the Orders (hereinafter the "Tools"), being paid for in full or in part by the Purchaser for the execution of the Orders, shall belong to the Purchaser by operation of law, which the Supplier expressly recognizes.

9.2 The Supplier shall return the Tooling to the Purchaser immediately and without any objection once its transfer has been ensured in the best possible operational conditions by the Supplier.

The return shall be made within a maximum of twenty-one (21) working days from the triggering event (i.e., upon termination of the Contract or upon the first request of the Purchaser).

9.3 The Supplier shall be required to identify the Tooling as the property of the Purchaser, in particular to any subcontractors that the Purchaser may have approved under the conditions defined in Article 8 - Subcontracting herein. The Supplier undertakes to ensure the presence of a plate or stamp identifying the Purchaser's property on the Purchaser's Tools. In the absence of a proprietary plate or stamp, the Supplier shall request it from the Purchaser.

9.4 Any failure or lack of cooperation by the Supplier in returning the Tooling within the time limit stipulated in Article 9.2 shall entitle the Purchaser to apply to the Supplier, by way of penalty clause, a lump-sum compensation of ten (10%) percent (exclusive of tax) of the value of the Tooling requested as well as a penalty of one percent (1%) per day of delay on the value of the Tooling.

9.5 In its capacity as custodian of the Purchaser's Tools, the Supplier shall ensure their perfect care, maintenance and storage, at its own expense and risk, in conditions allowing the Purchaser, if it so desires, to resume use of them without having to bear additional handling or restarting costs.

10. PRICE - BILLING

10.1 The purchase of the Supplier's Products shall be made in accordance with the Supplier's schedules and rates, as accepted in writing by the Purchaser.

10.2 In no event shall the prices set forth in the Order be modified without Buyer's prior written consent.

10.3 Any additional costs of any kind shall be subject to Buyer's prior written approval specifically stated in the Order.

10.4 The prices indicated on the Order are firm, final and non-revisable. These prices are net, exclusive of taxes, and include transportation costs according to INCOTERM, packaging, and packaging adapted to the transport and storage of the Products.

10.5 Subject to acceptance of deliveries by Buyer, Orders shall not give rise to any systematic payment of advances, deposits or down payments.

10.6 Unless otherwise specified in the Order, all invoices due to the Supplier shall be payable in Euros.

10.7 The term of payment of invoices shall be agreed between the Parties. In the absence of agreement, invoices shall be paid within forty-five (45) days from the end of the month or sixty (60) days from the date of issue of the invoice; subject to delivery of all Products ordered. Failing this, the provisions of Article 4.6 shall apply.

10.8 Each Order shall be invoiced separately. Invoices shall be addressed to Buyer's accounting department and shall indicate Buyer's Order number and Delivery Form numbers. In addition, invoices shall include all mandatory information required by Article L.441-9 of the French Commercial Code. The Buyer reserves the right to refuse invoices that have not been the subject of an Order or that do not include the references or mentions mentioned above. Invoices shall strictly conform to the reference Order to avoid any billing dispute.

11. WARRANTY

11.1 The Supplier warrants the Products ordered by the Buyer against any defect or vice, whether apparent or latent, arising from a design error, a defect in material, workmanship or operation and against all defects (hereinafter "Defects"), for a minimum period of twenty-four (24) months from delivery, at the place of destination designated in accordance with INCOTERM.

11.2 The Supplier's warranty covers parts and labor, including installation and de-installation costs, including travel, transportation and any other related costs.

11.3 The Supplier shall indemnify the Buyer for all direct and indirect material and immaterial damages resulting from any defect concerning the Products, and in particular for damages of any kind caused to persons and/or property, whether suffered from Buyer and its own customers.

11.4 Supplier shall, at Buyer's option, repair or replace Products at its expense including (but not limited to) all labor and material costs to process or remove defective Products, all handling, sorting, packaging and transportation costs. No replacement of non-conforming Services Products will be made unless authorized by a replacement purchase order signed by Buyer.

In the event that the Supplier is unable to fulfill this warranty obligation, the Purchaser reserves the right to have the Products repaired or replaced by a third party at the Supplier's expense.

11.5 Any intervention under the warranty is itself guaranteed for a period of twenty-four (24) months from the repair or replacement of the defective Product.

12. INSURANCE

12.1 The Supplier shall take out all necessary insurance with solvent companies to cover its liability against all risks that it has assessed under the Order, for the entire duration of the service and the warranty period as stipulated in Article 11. If requested by Buyer, Supplier shall provide Buyer with a certificate of insurance duly signed by its insurer and dated less than six (6) months prior to the date of the Order, indicating the coverage granted, the amount thereof and the deductible.

12.2 The issuance of the aforementioned certificate of insurance shall in no way constitute an acknowledgement by Buyer of any limitation of liability on the part of Supplier.

12.3 In the event that Buyer entrusts goods to Supplier in the performance of the Order, Supplier agrees to insure at its own expense the goods entrusted by Buyer against all risks of loss and damage.

13. MODIFICATION

13.1 It is expressly agreed between the Supplier and the Purchaser that no modification of the Products, their manufacturing process or their packaging shall take place without the prior written consent of the Purchaser.

13.2 The Supplier undertakes to inform the Purchaser, at least twelve (12) months in advance, of the termination of manufacture or withdrawal from its catalog of Products. Buyer may, within such period, place an Order for the required quantities.

14. INTELLECTUAL PROPERTY

14.1 Supplier represents that it owns the necessary intellectual property rights and/or has all licenses required for the performance

of the Order, and in particular to design, manufacture and market the Products.

14.2 Accordingly, it shall indemnify Buyer against any action for infringement, unfair competition or parasitism and more generally against any claims, complaints or oppositions by third parties relating to the intellectual property rights on the Products, and shall do so in such a way that neither Buyer nor its Customer may be sought or worried in this respect.

14.3 However, should such actions arise, Supplier shall assist Buyer and pay any final judgment or settlement in full.

14.4 The Supplier shall indemnify the Buyer for all costs (including attorney's fees), as well as any amount that the Buyer may be required to pay in this regard, without prejudice to compensation for any other damage suffered by the Buyer as a result of such action or claim, and in particular any damage to its image and/or the consequences thereof.

14.5 The Supplier will either (i) allow the Buyer to continue to use the Product without affecting its price; or (ii) allow the Supplier to (ii) make any necessary modification or replacement of all or part of the Product in accordance with technical specifications and conditions equivalent to those of the Order and requiring Buyer's express consent.

14.6 The Buyer exclusively reserves all intellectual property rights to:

- Products designed according to drawings, diagrams, specifications, and documents provided by Buyer to Supplier;
- Software (including its source code, structure or architecture and documentation); developed specifically for Buyer as part of the Order;
- Moulds, tools, models and other prototypes made from Buyer's specifications as a result of studies financed even indirectly by Buyer.
- Any manufacturing process, know-how, resulting from studies financed even indirectly by the Buyer.

14.7 Buyer shall be free to use the documentation relating to the Products delivered under the Order, in particular for the purposes of transmission to its own Customer.

14.8 In accordance with the provisions of Article 8, Supplier shall be responsible for compliance by its own suppliers and subcontractors with the foregoing provisions.

15. CONFIDENTIALITY

15.1 During the term of the Order, Buyer may disclose or make available to Supplier information about its business affairs, products, services, confidential intellectual property, trade secrets, confidential third-party information and other sensitive or proprietary information, whether orally or in writing, in electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" ("Confidential Information").

15.2 Confidential Information does not include information that, at the time of disclosure: (i) is or becomes generally available and known to the public other than as a result, directly or indirectly, of a breach of this Section by Supplier or any of its representatives or subcontractors; (ii) is or becomes available to Supplier on a non-confidential basis from a third party source, provided that such third party is not and has not been prohibited from disclosing such Confidential Information ; (iii) was known or in the possession of Supplier or its agents or subcontractors prior to being disclosed by or on behalf of Buyer; (iv) was or is independently developed by Supplier without reference to or use of, in whole or in part, Buyer's Confidential Information; or (v) is required to be disclosed pursuant to an applicable federal, state or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction.

15.3 Supplier shall: (A) protect and safeguard the confidentiality of Buyer's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable

degree of care; (B) not use, or permit access to or use of, Buyer's Confidential Information for any purpose other than to exercise its rights or perform its obligations under the Order; and (C) not disclose such Confidential Information to any person or entity, except for Supplier's representatives or subcontractors who need to know the Confidential Information to assist, or act on behalf of, Supplier in exercising its rights or performing its obligations under the Order.

15.4 Supplier shall be liable for any violation of this Article caused by any of its agents or subcontractors.

15.5 At any time during or after the term of the Order, upon Buyer's written request, Supplier shall promptly return and require its representatives and subcontractors to return to Buyer all copies, whether in written, electronic or other form, of its Confidential Information, or if requested, destroy all such copies and certify in writing to Buyer that such Confidential Information has been destroyed.

15.6 This confidentiality clause shall be in effect for the duration of the Order and for a period of five (5) years after expiration.

16. FORCE MAJEURE

16.1 Is considered as an Event of Force Majeure, any event that is both unforeseeable, unavoidable and beyond the control of the affected party, which prevents it from performing the obligations placed upon it.

16.2 Force Majeure shall not include plant disputes, employee strikes, production difficulties, lack of qualified personnel, lack of materials, production line stoppages, failure of materials used in the performance of the Order, or delays in the delivery of raw materials.

16.3 Supplier shall notify Buyer in writing immediately and no later than eight (8) days after the occurrence of an Event of Force Majeure and shall take all reasonable measures to limit the consequences of such situation, in particular to avoid or limit any delay in the delivery of the Order.

16.4 Buyer reserves the right to take any action it deems appropriate to protect its interests, including modifying, suspending or terminating any outstanding Orders.

17. TERMINATION AND RESTITUTION

17.1 In the event that the Supplier fails to comply with any of its obligations under the Contractual Framework set forth in Article 1 - Definitions, the Purchaser may cancel the Order in whole or in part as of right, including Orders that have been partially delivered, without the need for a summons, and without prejudice to any late payment penalties, price reductions and lump-sum compensation under penalty clauses that the Purchaser may be required to demand from the Supplier without judicial intervention.

17.2 The termination shall be effective within 8 days after Buyer has sent to Supplier a written notice of default which has remained unsuccessful.

17.3 Until the date of termination, the Supplier shall make available to the Purchaser, upon request, all work in progress, including software sources and development files in progress, as well as all other documents belonging to the Purchaser for the purpose of performing such work.

17.4 Supplier shall: (i) return to Buyer all tangible property, including, but not limited to, molds, equipment and tools, in its possession or control, belonging to Buyer; (ii) return to Buyer all tangible documents and materials (and any copies thereof) containing, reflecting, incorporating or based on Buyer's Confidential Information; in accordance with the provisions of Sections 9 - Tools and 15 - Confidentiality.

18. ETHICS

18.1 The Parties undertake to respect, and to ensure that their third parties (in particular suppliers and subcontractors)

respect, the legal and regulatory provisions inherent in their professional activities, as well as national and international provisions relating to:
- The fight against fraud;
- The fight against corruption and influence peddling;
- Combating financial crime (in particular money laundering, insider trading and terrorist financing);
- Fundamental workers' rights (notably the prohibition of the use of any form of forced or child labor, the protection of workers' health and safety, and social freedoms);
- Anti-competitive practices;
- Protection of personal data;
- Environmental protection.

18.2 Each Party also undertakes to prevent any situation of conflict of interest.

18.3 Each Party:
- Will not, by act or omission, do anything that would be likely to engage the responsibility of the other Party for non-compliance with the aforementioned regulations;
- Establish and maintain its own policies and procedures relating to ethics;
- Inform the other Party without delay of any event which comes to its attention and which (i) could result in a breach of the aforementioned provisions, in the context of the performance of the obligations set out in this contract, or (ii) could give rise to liability on its part.

18.4 Each Party reserves the right to request proof from the other Party that it has taken measures to comply with the provisions of this clause.

18.5 The Supplier declares that it and its affiliates are not subject, directly or indirectly, to any sanctions or restrictive measures program issued by any national or international organization (in particular Council of Europe, Office of Foreign Assets Control US Department of the Treasury ('OFAC')). Should such an event be foreseeable and/or occur definitively, the Supplier undertakes to inform the Customer without delay, who will have the right to terminate the Contract without notice or compensation.

18.6 In the event that the Supplier is, directly or indirectly (through its directors, beneficial owners, employees, affiliated companies, and more generally any natural or legal person working with or for it) indicted or sanctioned under one or more of the national and international provisions mentioned in this article, the Supplier shall inform the Customer without delay, who shall have the right to terminate the Contract without notice or compensation.

18.7 Any failure on the part of a Party to comply with the provisions of this clause shall be deemed a serious breach entitling the other Party to unilaterally terminate this Contract without notice or compensation, and subject to payment of all damages to which that Party may be entitled as a result of such failure.

18.8 Each Party shall be solely liable for any breach of said legal or regulatory provisions whatsoever; without being able to call the other Party as guarantor.

19. ADVERTISING

The Supplier shall not directly or indirectly make any advertisement or communication referring to the business dealings between the Supplier and the

Buyer without the Buyer's prior written consent. The same shall apply to any representation of Buyer's specific products, in any form whatsoever.

20. APPLICABLE LAW AND JURISDICTION

20.1 French law is applicable to the Contractual Framework.

20.2 The application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980 is expressly excluded.

20.3 Any dispute arising between the Purchaser and the Supplier in connection with the interpretation and performance of the Contractual Set shall be subject, in the first instance, to an attempt at amicable settlement between the Purchaser and the Supplier which may take the form of mediation, without this being an obstacle to taking, in particular, any provisional measure, imposing a penalty or referring the matter to the interim relief judge.

20.4 If no agreement is reached within one (1) month following notification of the existence of the dispute by any means by the most diligent Party, the dispute shall be submitted to the Commercial Court of Paris, without regard to the rules of conflict of laws.