

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**1. Scope:** These are the General Terms and Conditions of Purchase (the “Terms”) of SCHRÉDER SA or its subsidiary (“BUYER”) with any vendor of Supplies (“SUPPLIER”). Unless otherwise stipulated in the specific conditions on the BUYER’s Order, these Terms shall apply to all of the BUYER’s purchases, including purchases of tools, equipment, parts, software, firmware, raw materials or others, or services (“Supply/Supplies”).

**2. Evidential value of fax and e-mail:** The BUYER and the SUPPLIER (“Parties”) undertake to recognise that the documents they will exchange, whether by fax or by e-mail, have evidential value. Accordingly, the documents thus transmitted shall be considered between the Parties as being written, i.e., originals on paper, signed by hand.

**3. Order:** (a) The Supplies must be the subject of an order form (the “Order”) sent by mail, fax or using any agreed electronic method. (b) Orders shall become final, either after the BUYER’s receipt of the SUPPLIER’s written confirmation, or at the expiry of a period of 5 days after BUYER has sent his order to the SUPPLIER. (c) The SUPPLIER’s acceptance of the BUYER’s Order shall be understood as its acceptance of these Terms and as waiver of its own terms and conditions, if any, save for any specific derogating clauses entered into and accepted in writing by the Parties. If, at a given time, the BUYER does not rely upon any one of these Terms, this non-reliance shall not be construed as a waiver to do so at a later date. (d) Any commencement of the filling of an Order by the SUPPLIER shall be deemed as the latter’s tacit overall acceptance of the entire Order, including, in particular, these Terms, notwithstanding the terms of an acknowledgment of receipt, if any, sent at a later date. (e) Any modification of the Order must be subject to an amendment accepted by the Parties.

**4. Prices:** Unless otherwise expressly stipulated on the Order, prices are firm and non-revisable and constitute the total compensation of the SUPPLIER for the Supplies.

**5. Invoicing and Payment Conditions:** (a) The invoice shall be sent in two (2) copies to the invoicing address indicated on the Order and shall contain the information needed to identify the Supplies. (b) Unless otherwise agreed in writing or imposed by law, payment shall be made by bank transfer sixty (60) days from the end of the month of the invoice date for the Supplies delivered, conforming and accepted.

**6. Compensation:** If the accounts between the SUPPLIER and the BUYER are reconciled for any reason whatsoever, notably, if the SUPPLIER ceases its activity, or if the BUYER’s Order is cancelled, the mutual receivables of amounts of money shall be offset against one another, automatically and without formality, regardless of whether or not the offsetting conditions required by law are satisfied.

**7. Packages and Dispatch Instructions:** (a) The SUPPLIER shall deliver the Supplies in packaging that is well-suited to the type of said Supplies and to the means of transport and storage so as to ensure said Supplies are delivered in perfect condition. Any packaging instructions shall only be accepted if they are placed on the delivery slip. Any damage (e.g. broken, missing, damaged or other) to the Supply resulting from unsuitable or inappropriate packaging shall be paid for by the SUPPLIER. (b) Each packaging unit must bear the information in a legible manner as required by applicable transport regulations, as well as the information concerning specific storage conditions. Such information shall include the Order number, the lot number, the description of the Supplies, the names and addresses of the dispatching party and the recipient, the quantity delivered, and the gross and net weight. The delivery shall be accompanied by an order form in two copies identifying the Supplies and making it possible to check the quantity thereof, together with, if applicable, security data sheets. (c) Where the Supplies contains software or firmware, the SUPPLIER shall make sure it is delivered in a suitable electronic format, accessible, readable and exploitable by the BUYER, with corresponding and adequate documentation, and shall provide the BUYER with the updates and upgrades of the firmware/software necessary to use the Supplies.

**8. Delivery:** (a) Unless stipulated in the specific conditions of the Order, the Supplies shall be delivered DDP (Delivery Duty Paid), in accordance with the Incoterms 2020 published by the International Chamber of Commerce, at the delivery site indicated in the Order. The SUPPLIER shall be responsible for packaging, loading and cushioning work necessary to the Supply’s transport. All deliveries must be made during opening hours, at the place designated in the Order. (b) The SUPPLIER shall not make partial or early deliveries without the prior written consent of the BUYER’s. For each Order, a delivery slip shall be prepared which shall contain the number and details stated on the Order.

**9. Delivery times – Delay:** (a) The delivery times indicated on the Order are binding. (b) The SUPPLIER must immediately inform the BUYER, in writing, of any delay or threatened delay, whether potential or real, that could cause a delay in filling the Order and/or impede the filling of the Order. (c) Save for a force majeure situation, any delivery delay shall entitle the BUYER, automatically and without notice, to charge, for each day of delay, a penalty of an amount of 0.5% of the total amount of the delayed Order item, up to 10% of the total amount of the Order (excluding VAT), without prejudice to any damages the BUYER could be entitled to claim.

**10. Conformity:** (a) As a professional in its industry, the SUPPLIER assumes full responsibility for the Supply, its design, manufacturing process, quality, the technical decisions to be taken as regards the making of said Supplies, any embedded vulnerability, and its fitness for purpose and intended use, of which the SUPPLIER represents it has a full knowledge, regardless of the BUYER’s assistance during the development of the Supply. (b) The SUPPLIER undertakes to deliver the Supplies conforming to (i) quality requirements, based on normal use or on specific conditions agreed between the Parties, and by all documents referred to therein; (ii) where applicable, the BUYER’s drawings and instructions, (iii) any applicable international and national standard and specification, (iv) the clauses, specifications and general conditions of the procurement contract within the scope of which the BUYER places its Order, (v) any applicable law or regulation, including European directives and regulations in effect in the European Union. (c) The conformity of the delivered Supply must be assessed based on a sample approved by the BUYER. Any sample submitted to the BUYER for approval must be accompanied by an inspection report and, if necessary and requested, a certificate of conformity. Subject to a five (5) working days notice, the BUYER reserves the right to carry out audits and quality checks on the SUPPLIER’s site, as well as any inspection, prior to the delivery of the Supplies ordered. These audits, quality checks and inspections can include, at BUYER discretion, the SUPPLIER’s subcontractors, if any. The BUYER shall also be entitled to carry out checks and to draw up an inventory of the Supplies and/or tools belonging to it and stored at the SUPPLIER’s premises. Notwithstanding any audit, quality check, inspection or test sampling performed by the BUYER, the SUPPLIER remains fully responsible for the Supply’s compliance with the Order.

**11. Return:** (a) The BUYER reserves the right to reject the Supplies, by letter, fax or by any other agreed electronic means, if the SUPPLIER does not comply with the delivery time, in case of incomplete or excess delivery, or in case of nonconformity to the Order and/or to the Order’s documents. (b) The BUYER shall return the rejected supplies at the SUPPLIER’s cost and risk, within eight (8) days from the notification of the rejected delivery, demanding the replacement of the Supplies. (c) The final acceptance date of the replacement parts shall be used as the starting point for the calculation of the warranty period. (d) In the event that the BUYER does not have sufficient time to wait for the return of conforming supplies, it reserves the right to make or to have others make alterations to the nonconforming Supplies, at the SUPPLIER’s expense, without prejudice to any other damage the BUYER might claim to the SUPPLIER. (e) The SUPPLIER shall compensate the BUYER for any additional costs associated with its breach of its obligation to deliver conforming products (scraps, storage, sorting, the costs of temporary workers, alterations, production stoppages, etc.). (f) The BUYER shall be entitled to cancel the Order in accordance with Article 18.

**12. Transfer of title and risks:** (a) The title shall be transferred at the time of the delivery of the Supplies, at the site indicated by the BUYER. (b) The risks are transferred in accordance with the Incoterm stipulated under Article 8. By default, the Supplies travel at all times at the SUPPLIER’s risk. (c) The SUPPLIER expressly waives any right to rely upon any reservation of title clause.

**13. Warranty:** (a) Unless otherwise agreed, the SUPPLIER guarantees, for a period of sixty (60) months from the delivery as per Article 8, that the Supplies (i) shall be new and merchantable, (ii) shall be free from all defects in design, materials, manufacturing and workmanship, as well as, more generally, from any visible or hidden defect, (iii) are suitable for the intended purposes, (iv) comply with the specifications, approved samples and any other requirement contained in the Order and/or any documents concerning the Supply, (v) comply with the applicable laws and with internationally recognized standards, (vi) where the Supplies contain firmware or software components, shall be free from any bug, vulnerability or malware and shall not contain any open source components which are subject to licenses that require as a condition of use, modification and/or distribution of a Supply, the making available of source code or other materials preferred for modification, the granting of permission for creating derivative works, or the granting of a royalty-free license to any party under intellectual property right regarding the work and/or any work that contains, is combined with, requires or otherwise is based on the Supplies. (b) The SUPPLIER shall indemnify the BUYER from any bodily injuries and from material and immaterial damages, including any harm to the BUYER’s image, as well as all costs, whether direct or indirect, that result from the SUPPLIER’s breach of its obligation to deliver conforming Supplies and, if applicable, the BUYER’s resulting breach of its obligations towards its client(s) (such as but not limited to reimbursement or free replacement of the defective Supply, labour costs, sorting, the costs of hiring temporary workers, etc). (c) Irrespective of the specific conditions stipulated in the Order and notwithstanding any other remedies, the SUPPLIER shall forthwith replace or repair the defective Supplies, in order to make them fit for purpose and for their intended use, without any cost to or prejudice for the BUYER. (d) The SUPPLIER further undertakes to provide the BUYER without undue delay with all documentation and, if specifically requested by the BUYER, up-to-date scientific references on the

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material, the components and/or the Supply delivered, and shall provide the training necessary to the smooth operation and maintenance of the delivered Supply. (e) The SUPPLIER shall notify the BUYER without delay of any risks it is aware of, based on its own expertise in relation to the use or the intended use of the delivered Supply. (f) Any clause that could potentially reduce this warranty shall be deemed invalid.

**14. Intuitu Personae – Subcontracting:** (a) The Supplies are deemed to be produced exclusively by the SUPPLIER. (b) The SUPPLIER cannot assign and/or transfer the Order without the BUYER's prior written consent, whether or not free of charge, in full or in part. (c) In the event of a change of control of the SUPPLIER, whether direct or indirect, or in the event of the sale of the SUPPLIER's business, the BUYER shall be entitled to cancel Orders in progress, in accordance with Article 18. (d) The Order cannot be subcontracted by the SUPPLIER, in full or in part, directly or indirectly, without the BUYER's express prior consent. If the SUPPLIER is authorised to subcontract all or part of the Order to one or more third parties, it alone shall remain fully responsible towards the BUYER for the filling of the Order and for compliance with the Terms. It shall be obliged to defend the BUYER and to hold the latter harmless from any claim brought by subcontractors.

**15. Modification and continuity of the Supplies:** (a) As soon as requested by the BUYER, the SUPPLIER undertakes to make any modifications to the Supply, to provide any information on the Supplies or the Order, and to certify the origin and composition of the Supplies. (b) The SUPPLIER cannot make any modification to the Supply; notably, it cannot make any change of components, materials, process or place of manufacture if said change has not been approved beforehand by the BUYER. (c) The SUPPLIER shall maintain capabilities to deliver the Supplies as ordered by the BUYER. In case the SUPPLIER decides to cease the production or delivery of the Supplies, the SUPPLIER shall immediately advise the BUYER about such decision by written notice. The BUYER shall be entitled to issue further Orders within six (6) months from the SUPPLIER's notice. (d) The SUPPLIER undertakes to deliver the Supply for the purposes of the spare parts market for a period of 10 years and to inform the BUYER at least one (1) year in advance of the cessation of the Supply's manufacture or delivery so as to enable the BUYER to decide whether or not to place one last Order.

**16. Equipment manufactured and/or in care, custody and control:** (a) All of the moulds, tools and other specific equipment provided by the BUYER for the purposes of the Supplies (the "Equipment") are its exclusive property. The same shall apply for the studies, developments, parts of tools, equipment manufactured or any other service performed or provided, in full or in part by the SUPPLIER, at the BUYER's request and for its account, as and when these are performed/provided, including for all related industrial or intellectual property rights. (b) Regardless of the circumstances, the Equipment shall be deemed to be stored on the SUPPLIER's premises on an ancillary basis to the Order, even in the absence of a loan agreement or storage sheet. They may only be used for the purposes of the Order and may not be loaned, made available to third parties, reproduced or copied. (c) The Equipment shall contain - as provided by the SUPPLIER and in a visible place - an identification plate sealed with the words "*Property of Schröder - unassignable and exempt from seizure*" and cannot be pledged and/or encumbered by a security. These may be removed at any time by the BUYER. (d) The SUPPLIER, the caretaker thereof, guarantees the perfect servicing, preservation, control and maintenance of the Equipment and shall provide a detailed inventory thereof, as soon as requested by the BUYER. Similarly, it guarantees their replacement in case of loss, theft, destruction, or premature wear and tear. In that connection, it shall cover these risks and all damages they could cause to third parties by an adequate insurance policy with a reputable provider, and provide proof thereof to the BUYER as soon as requested. The SUPPLIER shall keep up-to-date the Equipment's manufacturing and inspection books. These books must guarantee that said Equipment can be reproduced identically. At the end of the provision of the services under the Order, for whatever reason, the Equipment shall be returned to the BUYER - cleaned and in perfect condition - as soon as requested and not subject to usufruct.

**17. Force majeure:** The BUYER reserves the right to suspend or cancel all or part of its obligations, automatically and after notifying the SUPPLIER, in case of a force majeure event, or an act of God, examples of which include the following: embargo, theft, sabotage, natural disaster, epidemic, pandemic, acts of government or significant amendments to the mandatory regulations applicable to the activity of the BUYER or the SELLER. The following are not considered force majeure situations: labour conflicts (except for general strikes), shortages, and raw material price increases.

**18. Cancellation and termination:** (a) Should the SUPPLIER breach any one of its obligations pursuant to the Order and/or any stipulations agreed between the Parties and related thereto, the BUYER may cancel all or part of the Order or terminate the contractual relationship with the SUPPLIER, by issuing a written notice to the SUPPLIER. Would the latter fail to remedy the notified breach within eight (8) days, the Order shall automatically be cancelled/terminated. This cancellation/termination shall take place without prejudice to the application of the

penalties provided for in Article 9, any damages or compensations of any kind, or any right or remedy relied upon by the BUYER. The SUPPLIER undertakes to transfer - at no cost to the BUYER or to any third-party chosen by the BUYER - all of the resources (including all licenses) needed to fulfill the Order. (b) The BUYER may also automatically cancel the Order or the contractual relationship, without any formality, in the event of the SUPPLIER's bankruptcy, insolvency, legal liquidation or amicable or judicial composition with creditors. (c) If the BUYER cancels the Order or terminates the contractual relationship, it shall be entitled to replace the defaulting SUPPLIER, who shall make freely available to the BUYER the studies carried out, the tools, the equipment, the supplies, the parts made, or in the process of being made for the Order, and allow the BUYER to exploit it free of charge in order to carry out the performance and fulfilment of the Order and ensure the delivery of the Supplies. This replacement shall take place at SUPPLIER's sole expense.

**19. Intellectual Property:** (a) The SUPPLIER shall indemnify and hold harmless the BUYER and/or its clients against any third-party intellectual property claim for the Supplies it delivers. To this end, the SUPPLIER undertakes to defend the BUYER and assume responsibility for all of the consequences and all expenses and risks borne by the BUYER and/or its clients resulting from any third-party claim and/or action in response to an alleged violation of any kind of the intellectual property rights. (b) Each of the Parties keeps the intellectual property rights that existed prior to the Order's entry into force. The BUYER is the sole owner of all of the results and associated intellectual property rights arising from the filling of the Order and, in particular:

- the industrial rights: if the inventions or results that can be protected by industrial property rights are made within the scope of the Order, it shall vest to BUYER and any related industrial property right shall be registered in the name of the BUYER, at the latter's initiative, for its account, and at its expense.

- the copyrights: the SUPPLIER assigns and the BUYER acquires all of the pecuniary rights on the creations that can be protected under copyright ("Works") within the scope of the Order, as and when these are created, on an exclusive, permanent basis, for the entire legal protection period, worldwide and on any medium (paper, magnetic, digital, etc.). The SUPPLIER therefore assigns all rights of use, reproduction, representation, dissemination, adaptation, translation, modification, commercialisation and exploitation of derivative products and rights of retrocession concerning the Works. (c) If a court or an arbitrator rules, in urgent proceedings, that the Supplies constitute a violation of third party rights, the SUPPLIER undertakes - immediately and at its risk and expense - to obtain the right for the BUYER and/or its clients to continue to use the Supplies in accordance with the Order's conditions or, else, to modify the Supplies or to replace the contested Supplies with equivalent Supplies, with the BUYER's prior written consent. The BUYER reserves the right to make or to have a third-party make Supplies that are equivalent to the disputed Supplies, at the SUPPLIER's expense. To this end, all patents, licenses, technical information and manufacturing dossiers shall be transferred to the BUYER without expense and without restriction, in order to enable the BUYER to perform its obligations to its clients.

**20. Liability and Insurance:** (a) The SUPPLIER shall be liable for direct and indirect damages it causes and/or for those caused by its Supplies and its liability shall be assessed in accordance with applicable common law. The SUPPLIER shall subscribe to an insurance and keep it in effect, with an internationally reputed insurer, and for appropriate guarantees and capital, based on the risks incurred, to cover all damages whatsoever, whatever their cause, provided that it is insurable, caused to its operations equipment, as well as its civil and professional liability for damages caused to the BUYER and to third parties, all of the above, both before and after delivery of the Supplies and for the entire duration of the existence of the risk. Under no circumstances may this insurance constitute a limit to the SUPPLIER's liability. (b) Prior to the Order's entry into force and on each annual expiry date, the SUPPLIER shall submit all insurance certificates prepared and signed by its insurers, certifying the existence, validity and appropriateness of the guarantees covering the aforementioned risks and liabilities. (c) The SUPPLIER undertakes to perform all of its obligations in order to ensure the application of its insurance guarantees. In particular, the SUPPLIER shall be obliged to declare to its insurers the exact and complete nature of its activities and to pay its premiums.

**21. Confidentiality/Advertising:** (a) The SUPPLIER shall refrain from communicating to any persons other than those of its employees or subcontractors who need to know it in order to fulfill the Order, the written and oral documents, specifications, plans and other information, whatever the form and/or on any medium whatsoever, collected during the filling of the Order. The SUPPLIER undertakes to take all necessary measures with its personnel and with the persons and/or subcontractors with which it is in contact in order to ensure full compliance with this obligation of confidentiality. (b) The SUPPLIER further undertakes not to display or make available to the public the Supplies manufactured based on the BUYER's drawings, models or technical specifications. (c) Under no circumstances and in no manner will this Order's conditions and its existence give rise to direct or indirect advertising, without the BUYER's prior written consent. (d) The SUPPLIER

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undertakes to maintain confidential all of the information of which it comes in contact during its relationship with the BUYER. It further undertakes - both during and after the term of the relationship - not to communicate it in any way whatsoever, whether directly or indirectly. The specifications, formulas, business secrets, drawings or manufacturing details covered by patents and patterns registered by the BUYER shall remain its exclusive property or the property of the person it will have designated. The unauthorised use thereof by third parties shall constitute a violation subject to legal proceedings.

**22. Governing Law - Assignment of jurisdiction clause:** It is expressly agreed between the BUYER and the SUPPLIER that the Order and the subsequent relationship between the parties will be governed by the law of the country where the BUYER has its registered office, to the exclusion of the application of the Vienna Convention of 11 April 1980 on international sales.

In the event of a dispute of any type whatsoever, or in the event of a problem in interpreting these Terms, and, more generally, if there is a problem concerning the relationship existing between the Parties, unless otherwise agreed, sole jurisdiction is granted to the competent court in the region where the registered office of the BUYER is established, unless the BUYER prefers to refer the matter to another competent jurisdiction.

**23. Supplier Code of Conduct:** The SUPPLIER acknowledges that it has been informed of, and agree to abide by, the Schröder Group's commitments in human rights, ethics and environmental responsibility, as those commitments are set forth in the Schröder Suppliers Code of Conduct posted [here](http://www.schreder.com) on its website: [www.schreder.com](http://www.schreder.com).

**24. Export/Import:** Each Order is made subject to any restrictions concerning the import or export of products or technical information from the European Union or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party or any products, including the Supplies, using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or governmental entity in accordance with but not limited to the applicable legislation. This includes, without limitation, the control of brokering services, defined as any activity facilitating the trade of listed and non-listed dual-use items between two third-countries, which can also be submitted to national authorization. Each Party also agrees that it will not import, directly or indirectly, goods originating from prohibited countries or locations, as it may be imposed on the Parties by United Nations, European Union, United States or United Kingdom's and other national laws, acts or regulations.

The SUPPLIER shall have its suppliers from whom it purchases the Supplies abiding by at least the same requirements and shall not permit its suppliers to import or export the Supplies in violation of any such import or export restriction. The SUPPLIER shall hold harmless and indemnify Schröder and its directors, board members and affiliates against and in connection with all claims, damage, fines,

loss, costs, liabilities and legal proceedings, including but not limited to interest and penalties, reasonable lawyers' fees and costs that are paid with a view to settling a demand, claim or legal proceedings arising from, resulting from or connected to non-compliance with any of these requirements either by the SUPPLIER or its suppliers.

**25. Data protection:** Parties shall comply with all applicable data protection laws and regulations as well as with BUYER's privacy policy or any data processing agreements entered into between the Parties. The SUPPLIER hereby acknowledges and agrees that the BUYER may process some personal data of its representatives and external staff in the context of the contractual relationship between the Parties; The BUYER shall process these personal data in accordance with the applicable data protection legislation, any data processing agreement agreed between the Parties and with Schröder's Privacy Policy accessible at all times at the following link: [www.schreder.com](http://www.schreder.com). If, during the performance of the services, the SUPPLIER processes personal data on behalf of the BUYER, who acts as data controller, and is therefore a data processor under applicable data protection legislation, a written data processing agreement shall be concluded between the controller and the processor to settle rights and obligations of the Parties. "Applicable data protection and privacy laws" means the GDPR and any other applicable national data protection and privacy laws; "GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); the terms "controller", "data subject", "personal data" and "processing" shall have the same meaning as in the GDPR.

**26. Security:** The SUPPLIER shall use its utmost care not to carry out any act or make any omission which has or could reasonably be expected to have an adverse impact on the security of BUYER infrastructure, data (including personal data and databases), or of confidential information. In its provision of the Supplies, the SUPPLIER shall at all times have in place, and regularly and thoroughly test, technical and organizational security arrangements, controls and measures, each in accordance with good industry practices and international standards (such as ISO 27001, top 10 OWASP, Top 20 CIS controls or any published ENISA standards), to protect the confidentiality, integrity, availability and security of BUYER's data, systems, environment and information.

**27. Miscellaneous:** If any one of the provisions of the Terms turns out to be null, only said provision shall be deemed invalid.

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