

## IXBLUE GENERAL TERMS OF PURCHASE

### ARTICLE 1 – APPROVAL OF THE GENERAL TERMS OF PURCHASE

**1.1** The present General Terms of Purchase (hereinafter referred to as the “GTP”), together with the particular conditions applicable to any order (hereinafter referred to as the “Order(s)”), set out the conditions by which iXblue buys the goods and/or services sold by the supplier or the subcontractor (both being hereinafter referred to as the “Supplier”).

**1.2** The particular conditions, if any, prevail when they modify or complement any disposition of the GTP.

**1.3** The application of professional practices is expressly excluded when the said professional practices do not conform to the GTP and particular conditions.

**1.4** Unless all parties agree otherwise, any terms and conditions included in the general conditions of sale or any other documents coming from the Supplier are not applicable to iXblue and to the Order.

**1.5** By accepting any Order from iXblue as per article 3 below, the Supplier shall be deemed to have approved these GTP unconditionally, and hereby undertakes not to invoke any document against any of the provisions herein.

**1.6** The Supplier and iXblue recognize that they have received and to be aware of all the necessary information, in particular technical, financial and commercial information, to consent to the Order ruled by these GTP.

**1.7** The Supplier shall in no event rely on any tacit agreement of iXblue. Only the documents executed by a person duly authorized to issue Orders and to act on behalf of iXblue, and making reference to these GTP, shall be binding upon iXblue.

### ARTICLE 3 – ACKNOWLEDGMENT OF RECEIPT OF THE ORDERS

**3.1** Any Order sent by iXblue shall only become a firm and final upon receipt by iXblue, within 72h from reception of the Order, of an acknowledgment of receipt from the Supplier. Without any receipt of the said acknowledgment within this time period, the Order shall be deemed accepted. The acknowledgment of receipt of Order issued by the Supplier shall be fully compliant with the Order sent by iXblue, in particular regarding the prices and the delivery periods.

**3.2** Notwithstanding the above, an Order shall also be deemed accepted in case of any commencement of performance of the said Order by the Supplier.

### ARTICLE 4 – PERFORMANCE OF THE ORDER

**4.1** The Supplier acknowledges and accepts to be subject to an obligation of result. Within the performance of the Order, the Supplier undertakes to comply with all the contractual conditions, in particular with delivery dates and with technical specifications.

**4.2** The Supplier acknowledges and accepts to be subject to an advisory and information obligation vis-à-vis iXblue.

**4.3** The Supplier undertakes to use all its know-how, expertise and knowledge in respect of the performance of the Order.

### ARTICLE 5 – DOCUMENTS, MATERIALS AND EQUIPMENT PROVIDED BY IXBLUE

**5.1** Documents, materials and equipment may be provided by iXblue to the Supplier for the completion of the Order ( they could include, without limitation, drawings, models, studies, plans, projects, studies, components, sizes, tools, matrices, accessories, raw materials and any other equivalent materials) and they shall always be and remain iXblue exclusive property.

**5.2** The Supplier shall not be entitled to make any modification of iXblue delivered documents, materials and equipment without obtaining prior written and express approval from iXblue.

**5.3** The Supplier shall be obliged to maintain the materials and equipment in good shape, except as regards the consequences of normal wear and tear.

**5.4** The Supplier shall have the obligation to repair at its own costs any damage or deterioration that may result from an inappropriate usage or from a negligent use of the materials and equipment. As such, the Supplier shall subscribe the necessary insurance coverage against any damage or loss to the goods provided by iXblue for the value declared by iXblue.

**5.5** The Supplier shall refrain from using the documents, materials and equipment for purposes other than the performance of iXblue Orders. As a consequence, the Supplier and any other person whom he may be responsible for (employees, contractor or subcontractor) shall not offer goods and/or services made with or from iXblue materials, equipment or documents.

**5.6** The Supplier shall store the documents, materials and equipment and he shall return them upon iXblue request at the Supplier’s costs. The Supplier shall not be entitled to make copies without iXblue prior approval.

### ARTICLE 6 – INTELLECTUAL PROPERTY RIGHTS

**6.1** All the documents, drawings, models, plans, studies specifications, tools, materials, know-how entrusted to the Supplier by iXblue for the purpose of executing the Order shall remain iXblue exclusive property, subject to any third party rights.

**6.2** The Supplier shall consent to iXblue, worldwide and at no extra cost, a non-exclusive right to use, modify, adapt, reproduce, produce or represent, in any manner the intellectual property rights belonging to the Supplier to the extent that they are necessary for the performance of the Order, the use of the goods and/or services and the use and the exploitation of the Results (as defined hereunder).

**6.3** The Results are defined, without limitation, as the works, information, knowledge, know-how, methods, firmware, software, data base, plans, documents, drawings, models, names, prototype or graphs related or resulting from the performance of the Order and protectable or not by an intellectual property right. Assignment of the Results to iXblue shall occur upon their issuance within the Order performance. As a consequence, the Supplier undertakes to mention the necessary and distinctive references and to complete the necessary formalities and sign the documents in order to materialize the transfer of ownership of the Results to iXblue. The assignment of the patrimonial intellectual property rights on the Results to iXblue shall include, without limitation, the right to use entitled to use, to reproduce, to represent, to modify, to adapt, to translate, to produce, to sale, to distribute, to assign and to commercially exploit the Results in any manner. The price of this assignment is fixed and final and is included within the total price of the Order.

**6.4** In case the Results are protectable under intellectual property law, only iXblue shall be entitled to file a request for patent, trademark or any other title of intellectual property, in its name, on its behalf and at its own costs. As a consequence, iXblue shall be the exclusive owner of any title of intellectual property related to the Results. The Supplier shall take all the necessary measures, in particular with its own employees, suppliers or subcontractors, to allow iXblue to exercise its rights on the Results. In no case a copyright or a confidentiality notice written by the Supplier on the Results shall prevent iXblue from exercising its rights on the Results pursuant to this article.

**6.5** The Supplier shall inform iXblue, at the time the Order is placed, if intellectual property rights used for the performance of the Order or necessary for the use and the exploitation of the Results, the delivered goods or the performed services, belong to third parties. In such case, the Supplier shall arrange, at its own

costs, all the necessary authorizations with the said third parties in order to comply with the Supplier's obligations under this article.

**6.6** Without limitation, all the schemes, studies, drawings, designs, models, tools, prototypes which result from the performance of the Order, must be delivered to iXblue to become iXblue sole property when the goods are delivered or when the services are performed.

**6.7** The Supplier warrants to be the owner or to have the right to use, to license or to assign the necessary intellectual property rights. As a result, the Supplier shall save, defend, hold harmless and indemnify iXblue, including for any attorney's fees, in the event of a claim for infringement of third party's right, counterfeiting or unfair competition related to the Results or the ordered goods and/or services.

## **ARTICLE 7 – PRICES AND TERMS OF PAYMENT**

**7.1** Except otherwise stipulated in the Order, all prices are firm, final and fixed prices and inclusive of value added tax (VAT). This price includes the assignment of the intellectual property rights on the Results as per article 5.

**7.2** Unless otherwise specified in the Order and subject to final acceptance by iXblue, payments by iXblue shall be made by bank transfer at the latest 60 days from the date of invoice of the goods and/or services. Payment does not mean acceptance of the goods and/or services and any payment to the Supplier does not imply any waiver of right to claim or recourse from iXblue against the Supplier about the performance of the Order.

## **ARTICLE 8 – DELIVERY AND TRANSPORTATION OF THE GOODS AND PERFORMANCE OF SERVICES**

**8.1** Save otherwise stipulated on the Order, the goods and/or services shall be delivered DDP (outside E.U) or CIP (within E.U) (Incoterm 2010) by the Supplier at the place mentioned in the Order.

**8.2** The date of delivery shall be mentioned in the Order. In case of failure to deliver the goods and/or the services on the date set out in the Order, and after a grace period of 7 calendar days, iXblue shall be entitled to request the Supplier to pay liquidated damages as follows: 0,5% of the value of the good and/or service delayed per calendar day of delay, with a maximum of 10% of the value of the concerned Order. Once the maximum of liquidated damages is reached, iXblue shall be entitled to terminate the concerned Order in whole or in part. The payment of liquidated damages by the Supplier and/or the termination shall be without prejudice to any other damages that iXblue may claim from the Supplier for the damage sustained as a result of the Supplier's failure.

**8.3** The Supplier is not entitled to make early delivery, except with the prior approval of iXblue. But in the latter case, iXblue reserve the right to return it at the Supplier's expense. Where an early delivery is not returned, the goods shall be stored by iXblue until the agreed delivery date at the Supplier's expense and risk. In the event of early delivery, iXblue will proceed with the payment only on the original due date.

**8.4** For the transportation the goods shall be correctly and sufficiently packaged by the Supplier, and the Supplier shall bear all transportation costs and risks, as well as any damage to the goods, as well as incomplete deliveries, without consideration of the date of transfer of title to the goods.

**8.5** Every delivery shall be accompanied by a packing list showing the reference of the Order, the number of packages and the quantity of goods delivered, and indicating whether this is a total, partial or final delivery of the corresponding Order. A copy of this document shall also be sent separately by post or email, upon shipment, to iXblue.

**8.6** Subject to a 15 calendar day prior notice, iXblue reserves the right to modify the quantity ordered and the delivery dates stated in the Order, without any compensation for the Supplier and under the following conditions:

- Up to 3 months: all and any,

- From 3 months to 2 months: postpone delivery date up to 4 months and change quantity +50% to -50%,

- From 2 months to 1 month: postpone delivery date up to 2 months and change quantity +30% to -30%.

**8.7** Without prejudice to clause 8.6 above, iXblue is entitled to request to the Supplier some modifications to the Order. If such modifications affect the prices, the delivery date or the whole performance of the Order, the Supplier shall issue, within a 5 calendar day period from the request of iXblue, a commercial and technical proposal. No modification shall be undertaken without iXblue's prior approval.

## **ARTICLE 9 – CONFORMITY – SUPPLIER'S CONTRACTUAL WARRANTY**

**9.1** The goods and/or services ordered shall comply with the applicable legal and statutory prescriptions in terms of quality, safety and health as well as transfer, import or export.

**9.2** Subject to any particular legislation, regulation or convention that would improve the rights of iXblue, the Supplier hereby guarantees, for a period of 12 months from acceptance according to article 11 below, that the goods and/or services delivered will be in conformity with the Order, will operate properly and will be free of any operating defect that would be caused by a defect in conception or by defective workmanship or design. This warranty is parts and labor included. This warranty shall be implemented according to the following conditions:

- If an apparent defect or a non-conformity is found, iXblue may decide to request either that the Order be cancelled and that the price paid be refunded, or that the defective or non-conforming goods and/or services be repaired, replaced or re-performed immediately at the Supplier's expense.

- If the non-conforming or defective goods are to be returned, the corresponding costs shall be borne by the Supplier (packaging, shipment carriage forward, insurance ...).

- This warranty shall, at no extra cost, cover the repair or re-performance of the goods, the replacement of defective parts, the labor, travelling or waiting time costs incurred by the Supplier, the transportation costs incurred for returning the goods, and the costs for disassembling the goods and reassembling them on any site designated by iXblue. The repair and the replacement of defective parts or the re-performance of any service shall extend the Supplier's warranty period by the corresponding period or 6 months, whichever is the greater.

**9.3** Whenever needed, the Supplier acknowledges and agrees that iXblue can assign to its final client the rights related to the warranty provided by the Supplier.

**9.4** iXblue also reserves the right to claim for compensation for any damage sustained as a result of any apparent defect, non-conformity or operating defect ascertained on the goods and/or services ordered.

## **ARTICLE 10 – RIGHT TO AUDIT – ACCEPTANCE OF THE GOODS AND SERVICES**

**10.1** The Supplier shall have a quality assurance system (ISO 9001 or equivalent) designed for the type and scope of this Order and commits to comply with this quality system. The Supplier will give a right of access to iXblue (and, as the case may be, to the customer of iXblue) in the Supplier's premises where the Order is performed for the purpose of carrying out an audit of the capacities and conditions of performance of the Order and/or to allow iXblue inspect the fulfillment of the Order.

**10.2** Acceptance of the goods and/or services shall cause iXblue to accept the delivery. Acceptance shall take place at iXblue premises, or at any other place agreed by the parties. iXblue may mention the acceptance on the delivery note.

**10.3** Unless otherwise specified, the goods and/or services shall be deemed accepted by iXblue if no rejection has been notified within 15 calendar days from the delivery of the said goods and/or services. Except otherwise agreed between the parties,

any goods rejected by iXblue shall be returned to the Supplier, who shall bear the corresponding costs and risks. The Supplier shall replace or re-perform any rejected goods and/or services, and shall bear the corresponding costs and risks, without prejudice to iXblue right to terminate the Order as set forth in article 14 below. iXblue shall also be entitled to require from a third party to provide similar goods and/or services at the Supplier's costs.

## **ARTICLE 11 – OBSOLESCENCE**

The Supplier shall inform iXblue of any obsolescence that may arise in connection with the Order. Except otherwise decided by iXblue, the Supplier shall, within a 12-month period from such arising, give to iXblue the possibility, at iXblue's choice:

- To place a last buy order, or
- To submit a technical solution in order to remedy to this obsolescence, being understood that this solution shall without cost for iXblue, shall be fit for the purpose and compatible with the technical specifications already agreed and shall not deteriorate said specification or the system to which it shall be implemented.

## **ARTICLE 12 – TRANSFER OF TITLE AND OF THE ASSOCIATED RISKS**

Unless otherwise specified in the particular conditions of an Order the transfer of title and risks shall take upon delivery of the goods and/or services to iXblue.

## **ARTICLE 13 – FORCE MAJEURE AND UNPREDICTABILITY**

**13.1** A force majeure event shall be understood, pursuant to French law, as an unpredictable, irresistible and beyond a Party's control event.

**13.2** Upon occurrence of a force majeure event, and within a maximum period of 10 calendar days starting from its occurrence, the Supplier shall notify iXblue by registered letter with return receipt requested. This notification shall detail the reason of the event of force majeure as well as the measures to be taken by the Supplier to mitigate the consequences of the delay. This notification shall not, under any circumstances, be considered to be an acceptance of force majeure on the part of iXblue.

**13.3** In the absence of notification, the Supplier shall not be entitled to invoke the force majeure for not being held liable for the delay suffered by iXblue. In such case, iXblue shall be entitled to cancel totally or partially the Order in process and /or to obtain indemnification for the prejudice caused.

**13.4** In case the delay for force majeure exceeds 30 calendar days, iXblue shall be entitled to decide to terminate totally or partially the Order in process in accordance with article 15.2 below.

**13.5** The application of the article 1195 of the French Civil Code about unpredictability is expressly excluded.

## **ARTICLE 14 – SUSPENSION – TERMINATION**

**14.1** iXblue reserves the right, upon notification to the Supplier, to suspend at any time the performance of the Order. This suspension shall be effective on the date of its notification to the Supplier. The Supplier shall resume the performance of the Order upon written request of iXblue.

**14.2** iXblue reserves the right, upon notification to the Supplier, to terminate at any time the Order for convenience. The Supplier shall be entitled to the payment of the goods and/or services performed up to the date of termination, without any other compensation.

**14.3** In case of breach by the Supplier of its contractual obligations, and without this breach being remedied by the Supplier within a period of 30 calendar days from the date of a formal notice of iXblue requesting to do so, iXblue shall be entitled to terminate immediately and without any further formality the concerned Order. This termination for default shall

be without prejudice for iXblue to claim any damages or compensations.

**14.4** In case of bankruptcy of the Supplier, iXblue shall be entitled to terminate the Order, subject to the prior agreement of the court officer in charge of the insolvency proceedings.

**14.5** In case of termination under articles 8.2, 14.3 or 14.4 above, iXblue reserves the right to apply to any other supplier of its choice in order to obtain the goods and/or services included in the terminated Order. In this case, the difference between the price to be paid to the new supplier and the initial price for the terminated Order, and all expenses incurred in making the new purchase, shall be borne by the Supplier in default.

## **ARTICLE 15 – INSURANCES**

The Supplier shall subscribe all the necessary insurances to cover any risks or damages that could arise within or as result of the performance of the Order. Upon request of iXblue, the Supplier shall provide all the certificates of insurance issued and signed by its insurers for all insurance policies taken out, certifying the existence and the validity of such insurances.

## **ARTICLE 16 – EXPORT CONTROL**

**16.1.** As the case may be for the purchased goods, upon request from iXblue, the Supplier shall complete a commodity export control certificate (CECC) provided by iXblue.

**16.2.** The Supplier undertakes to commit with all applicable export control laws and regulations, in particular French or US (EAR and ITAR) export control laws and regulations.

**16.3.** In case of non-compliance with this obligation or if the Supplier indicates wrong information into the CECC or with the applicable export control laws and regulations, the Order may be terminated by iXblue for default of the Supplier.

**16.4.** As applicable, the Supplier shall obtain all the export licenses from the competent authorities and necessary for the performance of the Order. The non-obtention, the breach or loss of this export licenses by the Supplier shall be a material breach of this Order shall make iXblue entitled to terminate the Order for default of the Supplier.

## **ARTICLE 17 – CONFIDENTIALITY**

**17.1** Subject to any applicable non-disclosure agreement in force between the parties, which would take precedence over the present article, all documents, drawings, models, plans, studies, specifications, know-how, tools, materials, without limitation, supplied, transmitted or communicated by iXblue, in whatever format, for the purpose of executing the Order or resulting from the performance of the Order by the Supplier, may only be disclosed to third parties, contractors or subcontractors, upon iXblue prior written and express agreement.

**17.2** The Supplier undertakes personally and on behalf of the persons for whom he is responsible (notably employees, contractors and subcontractors) that the confidential information relating to, without limitation, documents, inventions, patents, plans, models, drawings, know-how, components, tools materials that may be received or produced for the purpose of executing iXblue Orders shall not be disclosed, except to persons with a need to know and in accordance with the present article. All information obtained from iXblue or produced by the Supplier in the performance on the Order which do not belong to the public domain shall be considered as confidential information.

**17.3** The obligation of confidentiality shall continue after the end of the Order. In the event of breach, iXblue shall be entitled to terminate immediately any Order being processed at that time, without prior formal notice and without prejudice to any claim for damages.

## **ARTICLE 18 – MISCELLANEOUS**

**18.1** Should any provisions of these GTP be cancelled or made void, such cancellation or invalidity shall not affect the other provisions herein, or the validity of the GTP as a whole.

**18.2** The failure, in a particular case, of iXblue to exercise or enforce any right, remedy or provision contained in these GTP and/or the Order shall not constitute a waiver and shall not prevent iXblue from subsequently exercising any rights.

**18.3** The Order shall not be assigned or otherwise transferred by the Supplier (by operation of law or otherwise) without the prior written consent of iXblue. Subcontracting of all or part of the Order is prohibited without the prior written consent of iXblue, this agreement implying the approval by iXblue of the subcontractor chosen by the Supplier. In this case, the Supplier undertakes to flow-down all the necessary provisions of the Order to its subcontractor.

**18.4** The Order constitutes the entire agreement between the parties hereto concerning the subject matter of the Order, apart from existing non-disclosure agreements, and there are no understandings, agreements, representations, conditions, warranties, or other terms, express or implied, which are not specified herein. The Order may only be modified through amendment signed by authorized representatives of iXblue and the Supplier.

**18.5** Any valid notice between the Parties related to this Order shall be made in writing by email or by letter with acknowledgement of receipt.

**18.6** Each party recognizes that it is totally autonomous and independent and is responsible for managing its activities. Consequently, the Supplier acknowledges that it is solely responsible for the management and diversification of its customers and its activities and that it will defend, indemnify and hold harmless iXblue against all consequences, particularly legal or financial, resulting from any situation of economic dependence to the detriment of the Supplier and of which the Supplier has directly or indirectly contributed.

#### **ARTICLE 19 – ETHIC AND COMPLIANCE WITH LAWS AND REGULATIONS**

**19.1** The Supplier undertakes to comply with all applicable laws and regulations and in particular regarding the requirements of the French Labor Code, the applicable tax laws and regulations, the protection of personal data (in particular GDPR regulation), all integrity laws and regulations and all the applicable laws and regulations about health, safety and environment (in particular RoHS and REACH regulations where the Supplier shall comply with the article 33 of the REACH regulation).

**19.2.** The Supplier certifies that it is familiar with and shall fully comply, as relevant, with iXblue Code of Conduct which is available on iXblue website: [www.ixblue.com](http://www.ixblue.com). The Code of Conduct is deemed to be part of this Order.

**19.3.** Any non-compliance or breach by the Supplier to the above provision shall entitle iXblue to terminate the concerned Order.

**19.4.** The Supplier undertakes to flow down all the above obligations to its own suppliers or subcontractors.

#### **ARTICLE 20 – APPLICABLE LAW AND SETTLEMENT OF DISPUTE**

**20.1** The interpretation, performance or non-performance of the Order and any and all matters in dispute between the Customer and iXblue, whether arising from the Order, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Order, shall be governed by the laws of France, and, excluding, when appropriate, the 11th April 1980 United Nations convention on international sales of goods.

**20.2** Any dispute related to or arising from the validity, construction or execution of the Order, and which cannot be settled by amicable agreement within one month from notification of the said dispute, shall be submitted to the exclusive jurisdiction of the competent courts of Paris.