

**IXBLUE GENERAL TERMS AND CONDITIONS OF SALE**

Rev. 04/01/22

**ARTICLE 1 – APPROVAL OF THE GENERAL TERMS AND CONDITIONS OF SALE**

**1.1.** The present General Terms and Conditions of Sale (hereinafter referred to as the “GTCS”), together with the particular conditions which complete or modify the GTCS, set out the conditions under which iXblue sells goods and/or services to the customer (hereinafter referred to as the “Customer”) and are part of the order (hereinafter referred to as the “Order”) between iXblue and Customer. iXblue quotations are also ruled by present terms and conditions.

**1.2.** Any particular conditions shall prevail on the GTCS.

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

**1.4.** Save with iXblue’s written consent, any terms and conditions included in the general conditions of purchase or any other documents coming from the Customer are not applicable to the Order.

**1.5.** By accepting any offer from iXblue, the Customer shall be deemed to have approved the Orders terms and conditions unconditionally, and hereby undertakes not to invoke any document against any of the provisions herein.

**ARTICLE 2 – CONTRACT OF SALE**

**2.1.** Only Orders confirmed in writing by iXblue will be deemed definitely agreed and binding. The confirmation will be formalized by issuance of an Order acknowledgment, subject to any constraint due to export control rules (cf. article 4).

**2.2.** In case of contradiction between quotation, Order and Order acknowledgement, the later alone shall prevail.

**2.3.** Any quotation issued by iXblue shall be valid for the duration stipulated in the corresponding offer.

**ARTICLE 3 – DELIVERY AND TRANSPORTATION OF THE GOODS SOLD****3.1. Conditions**

The goods shall be delivered to the Customer in accordance with the Incoterm (ICC 2010) stipulated in the offer issued by iXblue. Transfer of risks occurs according to the conditions of said Incoterm.

**3.2. Delivery time**

Deliveries shall be made according to the availability of goods. The planned lead times stated in iXblue’s Order acknowledgment have indicative value and shall always be subject to the dispositions of article 4 below. Delays with respect to the planned lead times shall not give rise to any damages, indemnification, liquidated damages, compensation or price reduction. Whenever possible, iXblue will inform the Customer as soon as it will appear that the last communicated planned delivery date will not be fulfilled and will provide a new planned delivery date simultaneously.

**3.3. Transportation costs**

Transportation costs shall be borne by the Customer.

**3.4. Partial deliveries**

iXblue may make partial or total deliveries after prior notification to the Customer.

**ARTICLE 4 – EXPORT/IMPORT CONTROL**

**4.1.** Whenever an export, import or transfer license is required for the Order approval and performance, iXblue is committed and bound to the said Order only once all the licenses required have been received. To that extent, iXblue reserves the right to issue a first Order acknowledgment conditional to the reception of the said licenses. In this case,

a second non-conditional Order acknowledgment may be issued once the said licenses would have been received, confirming the planned delivery date.

**4.2.** Pursuant to the applicable export control rules, the Customer undertakes to comply with any obligation stated by the French authorities and with any declaration on his behalf, particularly as related to the final utilization of the sold goods or to the commitment to non-re-exportation without prior authorization.

**4.3.** The denial or withdrawal of any export license by the competent authorities shall be considered as a force majeure event which may result, as the case maybe, in the cancellation of the concerned Order in whole or in part, without iXblue being considered liable in any manner whatsoever for damages or compensation to the Customer.

**ARTICLE 5 – AUTHORIZATION TO RE-SELL THE GOODS SOLD**

The Customer is deemed to use the goods sold in the Customer’s normal course of business. Up until full discharge of the sold goods from the property reserve in accordance with article 8 below, the Customer shall not re-sell the goods delivered, nor pledge the goods delivered or use them as security, or transfer the title thereto, even as a guarantee. Notwithstanding the above-mentioned points, the Customer shall not re-sell the sold goods in breach of the provisions of article 4 above.

**ARTICLE 6 – SERVICES RELATED TO THE GOODS SOLD**

**6.1.** The performance of any services related to the goods sold is accomplished at the plants or warehouses of iXblue or in any other place mutually identified with the Customer. Except as otherwise stated, the said services shall be performed in accordance with the applicable procedures in force in iXblue and iXblue shall provide the Customer with all the possible prerequisites and prior dispositions that fall under Customer’s responsibility. The proper fulfillment of those prerequisites and prior dispositions are an essential condition for the performance of the services, under the responsibility, at the cost and at the risk of the Customer.

**6.2.** The planned performance dates are set forth in the Order and are conditionally dependent on the proper fulfillment of any prerequisites and prior dispositions as stipulated by iXblue under article 7.1 above. Upon iXblue’s sole decision, the planned performance times can be determined based on the full payment of any due advance payment. In case of delay if the services performance, provisions of article 4.2 shall apply.

**6.3.** Except in case of expressly stipulated and justified reserve by the Customer following the completion of any service and confirmed in writing to iXblue within three (3) calendar days, the said service performance shall be deemed accepted without reserve by the Customer.

**6.4.** The concerned personnel from iXblue and the Customer, including any contractors, sub-contractors and consultants, shall be adequately informed of any relevant dispositions in force in any location where the services are to be performed and shall comply with said dispositions, iXblue and the Customer remaining responsible for their own personnel.

**ARTICLE 7 – PRICE AND PAYMENT TERMS****7.1. Pricing**

All prices are stated before any tax and duty and are based on iXblue prices in Euro, as communicated to the Customer. The goods and any related services are charged based on

these prices and in line with the quantities and any related services mentioned in the Order acknowledgment. Each party the taxes, charges or duties said party is liable for under the applicable law. Any banking costs shall be borne by the Customer.

### **7.2. Terms of payment**

Unless otherwise stated, the price shall be paid by the Customer according to the payment terms stipulated in the offer issued by iXblue. Unless otherwise stated in iXblue offer, payment shall be made by bank transfer at maturity as stated on the invoice(s) – or thirty (30) calendar days net from invoice date if no maturity mentioned on invoice(s) – and using the bank details provided by iXblue. A payment is deemed as done when the corresponding sum is received on iXblue bank account.

### **7.3. Sanctions and penalties applicable in case of non-payment or late payment**

In case of delay of payment, iXblue shall be entitled to apply a penalty on the amount of the relevant invoice, calculated on the basis of an interest rate equal to the refinancing rate of the European Central Bank increased by ten (10) percentage points. In addition to this penalty, iXblue shall be entitled to the payment of a lump sum as defined in the article L441-6 of the French Commercial Code. When the payment recovery costs supported effectively are greater than the lump sum compensation, iXblue may also claim, upon justification, an indemnity for the extra costs incurred. In addition, iXblue has the right to suspend execution of the Order upon notice to the Customer. In case of continued non-payment, iXblue is entitled to terminate the Order for default of the Client, without prejudice to any right iXblue to claim for any damages or start any action for the return of the goods.

### **ARTICLE 8 – RETENTION OF TITLE**

iXblue shall keep full title to the goods sold until the price has been fully paid, including the principal, and any applicable interests, penalties and indemnities. Any failure to pay any amounts payable on due date shall entitle iXblue to claim for the goods. In case of a seizure, or in case of a third party procedure, before full payment of the due amounts, the Customer shall notify iXblue immediately and shall inform the said third party of the retention of title by iXblue. The above provisions shall not make obstacle to the transfer to the Customer, upon delivery, of all the risks (loss and damage) associated to the goods sold.

### **ARTICLE 9 – ACCEPTANCE AND RETURN OF THE GOODS AND/OR SERVICES**

**9.1.** Without prejudice for any claims against the forwarder or carrier, all claims against visible defects on or non-conformity of the goods delivered or services performed must be notified in writing not later than thirty (30) calendar days after delivery of the said goods or completion of the said services. Beyond this period of time and without any adverse notification, the Customer is considered as having accepted the goods delivered and/or the services performed with no reserve. The Customer shall provide iXblue with all evidence in proof of the defects detected.

**9.2.** Any return of goods or re-performance of services shall be agreed upon by written consent from iXblue. All transportation costs and risks associated with the return of the goods shall be borne by the Customer.

**9.3.** In case of any apparent defect or non-conformity observed on the goods delivered and/or the services performed, and duly ascertained by iXblue, the Customer shall be entitled to have the goods and/or services repaired, replaced or re-performed respectively, at no extra cost and without any other indemnification. The Customer shall

refrain from intervening on its own or having any third party intervene and shall facilitate any action from iXblue intended to remedy to the default.

### **ARTICLE 10 – WARRANTY**

#### **10.1. Terms of the contractual warranty**

The goods and/or services sold are guaranteed against any such operating defects as may result from defective material, workmanship, design or assembly for a period of twelve (12) months (or any other duration stipulated in iXblue offer) following delivery, and during normal use of the goods and/or services. The contractual warranty is definitely void and not applicable in the following cases:

- Whenever a good and/or service sold is opened, repaired or modified by the Customer or any third party without preliminary written consent from iXblue.
- The installation of the prescribed goods stipulated, if necessary, by the particular conditions, is not carried out by iXblue or by a third party with prior agreement with iXblue;
- The training for the use of the prescribed goods stipulated, if necessary, by the particular conditions is not carried out by iXblue or by a third party with prior agreement with iXblue;
- The component utilized, or the defective design of the goods is attributable to specific requirements of the Customer;
- The operating defect is caused by an intervention or as a result of a modification that was performed without iXblue prior consent;
- The operating defect was caused by abnormal use and/or use without complying with the normal use of the goods;
- The failure was caused by normal deterioration (wear and tear) of the product, or by negligence or by improper care on the part of the Customer;
- The defect was caused by force majeure.

#### **10.2. Enforcement of the contractual warranty**

As soon as the Customer is aware of any operating defect, the Customer shall notify in writing such defect to iXblue. Then, iXblue shall perform a remote diagnostic to confirm whether or not the warranty call is justified. If the warranty call is found justified, then, iXblue shall decide at its sole discretion whether to repair or replace the goods and/or to re-perform the service and shall take the necessary actions accordingly. Save otherwise agreed, warranty work shall be performed within iXblue premises in France and the defective good shall be returned to iXblue according to the conditions of article 10.3 below. The warranty covers, at iXblue's costs, the repair, replacement or re-performance of parts of defective good or defective service. Any dismantling or reassembly of the goods shall be at costs and at responsibility of the Customer. The warranty period shall be suspended upon notification of the defect by the Customer and shall resume upon delivery of the repaired or replaced good of other re-performed service to the Customer, with an extension of three (3) months applicable to the part repaired or replaced of the good or the part of the service re-performed.

#### **10.3. Transportation costs and risks**

Any return of goods under warranty shall be previously agreed upon in writing by iXblue, all costs and risks to return the goods to the location stipulated by iXblue being borne by the Customer. All costs and risks for the return of the goods to the Customer, to the location stipulated by the Customer within France mainland, shall be borne by iXblue.

#### **10.4. Intervention on site**

If iXblue agrees in writing to perform the warranty intervention to the Customer location, the interventions by iXblue personnel in the Customer's premises shall be

performed in accordance with the applicable procedures in force in iXblue and iXblue shall provide the Customer with all the possible prerequisites and prior dispositions that fall under the later responsibility. The concerned personnel from iXblue and the Customer, including any contractors, sub-contractors and consultants, shall be adequately informed of any relevant dispositions in force in any location where the services are to be performed and shall enforce said dispositions, iXblue and the Customer remaining responsible for their own personnel. In case the terms of the contractual warranty as exposed in article 11.1 above or the stated prerequisites and prior dispositions happen not to be satisfied, iXblue reserves the right to invoice the Customer for the intervention realized (personnel and travel costs), with prices available upon demand.

#### **ARTICLE 11 – SPECIFIC PROVISIONS FOR GOODS DEDICATED TO AERONAUTICAL AND SPACE ACTIVITIES**

**11.1.** Customer shall expressly notify to iXblue the Customer's aeronautical purpose intended for the purchased goods. Failing that, iXblue's liability to the Customer for any kind of damage shall be excluded for breach of duty of information by the Customer and the Customer shall save, defend and indemnify iXblue against all kind of consequences resulting from the use of the goods for aeronautical purpose.

**11.2.** Without prejudice to the foregoing and to the provisions of article 16 below, for the supply of goods for space purposes, iXblue's liability to the Customer for any kind of damage (whether contractual or tort) as well as the contractual warranty shall be excluded and shall cease upon launching of the space launcher (being understood as when said launching cannot be stopped anymore).

#### **ARTICLE 12 – INTELLECTUAL PROPERTY**

**12.1.** All the intellectual property rights, existing prior to the Order or generated within the Order performance, protectable or not, related to the goods and/or services provided, including without limitation rights related to studies, know-how, software, firmware, patents, schemes, models, drawings and any other documents provided or sent by iXblue shall remain, subject to the rights of third parties, the property of iXblue and they shall not be assigned to any third party without the prior written approval of an authorized representative of iXblue.

**12.2.** iXblue shall grant to Customer a non-exclusive right of use of all intellectual property right belonging to iXblue for the purpose of using goods and/or services for the Customer own needs. This right of use is granted for the whole world, without right to assign or to sublicense, for the whole protection period of said rights and against payment of the Order price.

**12.3.** The Customer shall take all necessary measures in order to protect iXblue intellectual property rights integrity and confidentiality pursuant to article 18, in particular with regard to any "industrial secret" attached to technical documents, studies, information or know-how.

**12.4.** For the purpose of the GTCS, the word "Software(s)" means any software or firmware provided by iXblue to Customer and embedded or not within a good. Subject to the specific provisions of the software licence associated to the concerned Software which, as the case may be, shall prevail, the Customer shall only have a right to use said Software for its own purposes, to the exclusion of any other right. This restriction shall not be construed as restricting the property rights of the Customer over the tangible support of any such Software. In particular, no source code of the Software shall be assigned or transferred to the Customer.

**12.5.** It shall be the Customer's exclusive responsibility to ensure that Customer hardware and software environment is compliant and suitable for the use of the Software.

**12.6.** iXblue's liability shall be excluded:

- With regard to the use of Software by the Customer and of the results so generated by the Customer. The use of the Software shall be under sole and exclusive responsibility of the Customer.
- With regard to the consequences, of whatever kind, resulting from a Software modification to the sole initiative of the Customer or from the integration of the Software, without iXblue's consent, within a Customer's larger hardware or software package.

#### **ARTICLE 13 – FORCE MAJEURE**

**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 ten (10) calendar days starting from its occurrence, the affected party shall notify the other party by registered letter with return receipt requested and indicate the circumstances, complete with any written evidence required. All the obligations affected by a Force Majeure event shall be suspended.

**13.3.** Should any Force Majeure event prevent either party to fulfil its contractual obligations for more than thirty (30) calendar days, starting from the abovementioned notification, and without any agreement to pursue the performance of the Order, the parties shall be entitled to terminate the Order or any part thereof and iXblue shall be paid for the goods and services delivered to the Customer up to the termination date, and shall be entitled to claim against the Customer for all the direct costs incurred because of the termination.

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

**14.1.** No suspension of the performance of the Order is allowed without the written consent of iXblue. In case iXblue agrees to such suspension for a time period agreed in writing between the parties, the Customer shall reimburse iXblue for direct costs incurred because of the suspension and for the costs incurred for the resuming of the Order upon end of the suspension. In case the suspension leads to termination of the Order, the articles 14.2 or 14.3 shall apply accordingly, according to the reason of termination.

**14.2.** In case of breach by a party of its contractual obligations, and without this breach being remedied within a period of thirty (30) calendar days from the date of a formal notice of the other party requesting to do so, the non-defaulting party shall be entitled to terminate immediately and without any further formality the concerned Order. Upon termination, iXblue shall be paid for the goods and services delivered to the Customer up to the termination date. In addition, the non-breaching party shall be entitled to claim for damages against the breaching party for the prejudice suffered, subject to the liability limitation of article 16.

**14.3.** In case of cancellation or termination for convenience of the Order by the Customer, with a thirty (30) calendar days prior written notice to iXblue, iXblue shall be paid for the goods and services delivered to the Customer up to the cancellation/termination date and shall be reimbursed by the Customer for all the direct costs incurred because of the termination.

**14.4.** In case of insolvency procedure engaged against the Customer, and subject to the applicable legal requirements,

iXblue shall be entitled to terminate the Order according to the conditions of article 14.2 above.

## **ARTICLE 15 – COMPLIANCE WITH LAWS AND REGULATIONS**

**15.1.** The parties undertake to comply with all applicable laws and regulations and in particular those related to export control, embargoes and sanctions, taxation, anti-bribery and integrity, personal data protection (in particular GDPR), fair competition and health, safety and environment.

**15.2.** No party shall process any personal data of any personnel acting on behalf of the other party under this Order without the prior written consent of the later party. In case personal data are communicated between the Parties under the Order, each party shall appropriately inform the concerned individual(s) of such processing and both parties commit that such processing shall take place in accordance with applicable personal data protection (in particular GDPR) laws and regulations.

**15.3.** Customer shall defend, indemnify and hold harmless iXblue against any claim, action or liability of any kind resulting from any non-compliance with the said applicable laws and regulations.

## **ARTICLE 16 – LIABILITY AND INSURANCE**

**16.1.** Whenever related, including presumably, to any breach, act or omission of iXblue, its employees, agents, representatives or subcontractors, arising from or in any way relating to the Order, whether based on the Order, tort (including negligence), strict liability or any other legal theory:

- In no event shall iXblue, its employees, agents, representatives or subcontractors be liable for loss of contract, work interruption, loss of use, loss of data, loss of revenue, profit or anticipated savings, loss of goodwill or any indirect, special, incidental, consequential, exemplary or punitive damages, even if advised of the possibility of such losses or damages ; and,
- The maximum aggregate liability of iXblue, including its employees, agents, representatives and subcontractors, shall not exceed the total value of the Order concerned by the claim.

**16.2.** The aforementioned restrictions on liability are not applicable in cases of damage to third party, personal injury or death or damages resulting from any fraudulent act, wilful misconduct or gross negligence of iXblue or its employees.

**16.3.** iXblue and the Customer undertake to maintain all the necessary insurances to cover any risk or damage that could arise within or as result of the performance of the Order.

## **ARTICLE 17 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**17.1.** 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 the 11<sup>th</sup> April 1980 United Nations convention on international sales of goods.

**17.2.** 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 (1) month from notification of the said dispute, shall be submitted to the exclusive jurisdiction of the courts of Paris.

## **ARTICLE 18 – MISCELLANEOUS**

### **18.1. Waiver**

The failure, in a particular case, of iXblue to exercise or enforce any right, remedy or provision contained in the

Order shall not constitute a waiver and shall not prevent iXblue from subsequently exercising any rights.

### **18.2. Confidentiality**

Customer shall hold confidential and shall not use, disclose or permit others to use any confidential information identified as such in writing or orally by iXblue or information which the Customer knows or ought to reasonably know is confidential, proprietary or trade secret information of iXblue, including, without limitation, trade secrets embodied in the goods or the related services. For this purpose, any iXblue offer is a confidential information. Customer commits that such confidential information shall be only used for the sole performance of the Order and shall not be to disclosed, copied, reproduced, decompiled/disassembled or subject to retro engineering without iXblue prior written consent. iXblue keeps ownership on all this confidential information. This confidentiality obligations remains in force for the validity duration of iXblue offer and/or for the duration of the Order and for a period of five (5) years thereafter.

### **18.3. Assignment**

The Order shall not be assigned or otherwise transferred by the Customer (by operation of law or otherwise) without the prior written consent of iXblue.

### **18.4. Severability**

In the event that any of the terms of the Order, become or are declared to be invalid, the parties shall remain bound by the other provisions and shall meet as soon as possible to remedy to the said invalid clauses in the same vein as when drafting the Order. All the other terms not affected shall remain in full force and effect.

### **18.5. Entire agreement**

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 Customer.