

GENERAL CONDITIONS OF PURCHASE OF EXAIL SAS

PREAMBLE

The purpose of these General Conditions of Purchase (GCP) is to define the terms and conditions for the purchase of the Deliverables (as defined below), applicable to Orders placed by the Buyer (as defined below). They are proposed by the Buyer and, as a result of negotiations with the Supplier, they set out the terms and conditions which shall govern the Orders. The GCP shall apply without restriction or reservation to the Order issued by the Buyer and accepted (including tacitly) by the Supplier, either as it stands or as supplemented or modified in the Order by specific conditions. Any specific terms and conditions which deviate from these GCP must be clearly stated in the Order.

ARTICLE 1 - DEFINITIONS

For the purposes of the GCP, words and expressions beginning with a capital letter, whether in the singular or plural, shall have the following meanings:

Background Information: means all documents, knowledge, data, plans, methods, models, prototypes, drawings as well as all pending patent applications, patents, trademarks, software, and other IPR, know-how (processes, technologies, Confidential Information) held by a Party and obtained outside of, or prior to the commencement of the performance of the Order or subsequently, generated or acquired independently (without access to the Background Information of the other Party) subject to any third party rights.

Buyer: refers to the company issuing the Order, whether Exail SAS. or any of its affiliates.

Confidential Information: means any information of whatever nature, in particular Technical or commercial Information, related to the needs of the Buyer (and/or the Final Buyer), and more generally the performance of the Order, not made public, submitted by the Buyer to the Supplier, in writing or orally, visually, electronically, on magnetic media or in any other form such as, in particular, documentation, drawings, videos, samples, software, mechanisms, demonstrations, tests, presentations or visits to the Buyer's (and/or the Final Buyer's) premises.

Buyer Furnished Goods: means the goods (such as, but not limited to, machinery, sub-systems, equipment, tools, raw materials, parts etc.) made available to the Supplier by the Buyer (and/or the Final Customer) and placed under the Supplier's control and liability, including any supplies as well as the goods designed and/or manufactured by the Supplier, on behalf of and at the expense of the Buyer (and/or the Final Customer), to enable it to carry out the Order.

Exail SAS: refers to the company Exail SAS and/or any legal entity controlled by Exail SAS or under common control with Exail SAS, the notion of control being understood within the meaning of article L.233-3 of the French Commercial Code.

Export Regulations: means all applicable export and import control laws and regulations.

Final Customer: means, when applicable, the third party to whom the Buyer has undertaken directly or indirectly to provide a solution, product, service, system or sub-system incorporating all or part of the Deliverables delivered and/or provided by the Supplier.

Force Majeure Event: means any event beyond the control of the debtor, which could not reasonably be foreseen at the conclusion of the Order (default of the suppliers and subcontractors of the Supplier, changes in the price of raw materials, as well as strikes being expressly excluded), the effects of which cannot be avoided by appropriate measures, and which prevents the debtor from carrying out his obligation.

GCP: means these General Conditions of Purchase.

GDPR Regulation: means 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.

Intellectual Property Rights or IPR: means any patents, copyrights, designs and models, trademarks, service marks, databases, know-how, moral rights or other similar rights in any country, whether these elements are subject to registered or not, and any application for registration of any of the IPRs and all the rights to apply for registration of any of the foregoing elements.

Order: means the purchase Order issued by the Buyer to which the GCP are attached or referenced and including, in particular, the designation of the Deliverables ordered, the deadlines, the price and any specific conditions, and, when applicable, an express reference to the other contractual documents.

Party(ies): means, individually or collectively, the Buyer and/or the Supplier.

Performance(s): means all the Products and Services to be delivered and/or performed by the Supplier, in accordance with the provisions of the Order. The Deliverables also include Technical Information and/or any software.

Product(s): means the product(s) and/or equipment(s) to be delivered by the Supplier to the Buyer in accordance with the Order.

REACH Regulation: means Regulation (EC) No 1907/2006 of 18 December 2006 concerning the registration, evaluation, authorization and restriction of chemicals and establishing a European Chemicals Agency and any amendments thereto, including Commission Regulation (EU) No 453/2010 of 20 May 2010.

Result(s): means all IPR on the Deliverables, of whatever nature, whatever the media and form, including in particular the work, information, knowledge, know-how, methods, deliverables, technical documentation, processes, data, firmware, software, moulds, tools, equipment, plans, technical notes, drawings, models, mock-ups, prototypes, graphics, databases or any other elements, related to or resulting from the Order, which may or may not be subject to IPR, and created or developed by the Supplier, its subcontractors or its personnel within the performance of the Order. The Results are part of the Deliverables.

Service(s): means the services to be performed by the Supplier for the benefit of the Buyer in accordance with the Order.

Specifications: means any document submitted by the Buyer to the Supplier, defining the needs and requirements of the Buyer (and possibly those of the Final Customer), with which the Supplier shall comply in all respects, such as in particular: the technical specifications, the quality standards and requirements, etc.

Supplier: means the legal entity accepting the Order issued by the Buyer and undertaking to perform it.

Supplier's Code of Conduct: means the Supplier's Code of Conduct published on the Buyer's website.

Technical Information: means any technical data or information, including any technical documentation, submitted to the Buyer in connection with the execution of the Deliverables, in any form whatsoever.

ARTICLE 2 - APPLICABLE DOCUMENTS

2.1 The Order shall be exclusively governed by the following documents, listed below in descending order of priority: (i) the purchase Order, and in particular the specific conditions that may appear on the Order.; (ii) the Specifications; (iii) these GCPs including the above preamble and the Supplier's Code of Conduct; (iv) any other contractual document.

2.2 Specific terms and conditions agreed in writing between the Parties and stipulated on the Order shall prevail where they amend or supplement the provisions of the GCP.

2.3 The Supplier's terms and conditions of sale or any other document of the Supplier are expressly excluded in their entirety by the Parties. By accepting an Order from the Buyer in accordance with Article 3 below, the Supplier shall be deemed to have unconditionally agreed to the GCP and undertakes not to invoke any other document against these GCP.

2.4 The application of professional practices and/or customs is expressly excluded in the event of contradiction with the GCP and the specific conditions.

ARTICLE 3 - ORDER

3.1 The Order issued by the Buyer shall be submitted to the Supplier in writing. The Supplier shall, within ten (10) working days of the date of issue of the Order, acknowledge receipt of the Order by any written means (email, letter, etc.) sent to the Buyer at the address indicated on the Order. The Supplier's acknowledgement of receipt of the Order shall be in full compliance with the terms of the Order, in particular regarding prices and delivery times.

3.2 If the Supplier fails to reject the Order within the time limit referred to in Article 3.1 above, or if the Supplier has started to perform all or part of the Deliverables, the Order shall be considered unconditionally and fully accepted by the Supplier, unless terminated by the Buyer in accordance with the provisions of Article 3.3 below.

3.3 Until acceptance of the Order by the Supplier in accordance with the provisions of Articles 3.1 or 3.2 above, the Buyer reserves the right to terminate or withdraw the Order with immediate effect, by giving written notice by any means to the Supplier, without such termination giving rise to any claim for damages or compensation of any kind on the part of the Supplier.

ARTICLE 4 - OBLIGATIONS OF THE SUPPLIER

4.1 Obligation of result

In addition to any legal warranty, the Supplier is bound by a performance obligation contractually guaranteeing that the Deliverables: (i) comply in all respects with the documents applicable to the Order, (ii) are suitable for the use expected by the Buyer (as well as the Final Customer, when applicable), (iii) comply with the state of the art and the state of the art, and (iv) are free from any operating defect, material defect, latent defect, design and/or manufacturing defect.

4.2 Duty to advise

The Supplier, as a professional in the field concerned, acknowledges that it is, at all times during the performance of the Order, under an obligation to advise and inform the Buyer. It undertakes to provide the Buyer, at its own expense, with all advice, warnings and recommendations, particularly in terms of quality and performance, necessary for the Deliverables.

4.3 The Supplier expressly acknowledges that, prior to acceptance of the Order, it has received, read and understood all documents and information necessary for it to appreciate the scope of the commitments to which it has subscribed as well as the conditions of performance of the Deliverables, in particular with regard to safety and standards in force on the sites as well as any possible dangers associated with the installations and/or equipment.

4.4 The Supplier, in its capacity as a professional, shall be responsible for defining the means necessary for the performance of the Order. The Supplier declares that: (i) it has the necessary rights, elements and information and (ii) it has checked that the Buyer Furnished Goods are in good conditions and sufficient and appropriate and that, when applicable, it has had the opportunity in good time to obtain from the Buyer or third parties any additional information and instructions required. If, in connection with the performance of the Order, authorizations (administrative or otherwise) are required, the Supplier shall ensure before performing the Order that all such authorizations have been validly obtained.

ARTICLE 5 - PRICES AND FINANCIAL CONDITIONS

5.1 Nature of the price

5.1.1 All prices are fixed, firm and non-revisable, final and inclusive of all taxes and duties, excluding VAT.

5.1.2 These prices include all costs and expenses incurred by the Supplier for the execution of the Deliverables, including, if applicable, the rights of use or exploitation of Background Information necessary for the use of the Deliverables and the assignment of any Results and related proprietary rights. The prices also include any travel expenses incurred by the Supplier.

5.2 Invoicing terms

5.2.1 The Supplier undertakes to invoice the Deliverables in accordance with the Order and in any event not before their completion and/or acceptance. If an invoicing schedule agreed between the Parties is mentioned in the Order, the Supplier undertakes to comply with it.

5.2.2 Invoices shall be drawn up by the Supplier in accordance with the regulations in force and shall include, in addition to the compulsory legal mentions of the French General Tax Code and the French Commercial Code, the following elements:

- The Order reference as indicated on the Order (only one Order number per invoice);
- The detailed description of the Deliverables as described in the Order;
- Bank details of the account to which the payment shall be made;
- Contact details (name, telephone and email) of a referent person in the event of a complaint about the invoice;
- The date and number of the delivery note or the acceptance report or the performance report or any other invoicing event as stipulated in the Order;
- The article number ;
- The following product information: product reference, weight, origin, serial number, Harmonized System Code (HS Code);
- The mode of transportation, incoterm and delivery note with date and name of the signatory and his signature.

5.2.3 The invoice shall relate to one Order only. The original invoice shall be sent immediately upon issue to the address specified in the Order. The original delivery note or acceptance report or any other contractual document which gives rise to the invoice shall be sent to the Buyer and shall not be attached to the invoice.

5.2.4 The Buyer has processed on a dematerialization of invoices' process with the aim of completely eliminating "paper" invoices. In this context, the Supplier shall send its invoices in PDF format by email to the address indicated on the Order.

5.3 Payment terms

5.3.1 All invoices shall be paid by the Buyer within forty-five (45) days of the end of the month by bank transfer to the Supplier's account.

The Supplier undertakes to provide the Buyer with full bank details, i.e. national account number, IBAN and BIC (Bank Identifier Code = SWIFT address). The Supplier undertakes to provide a document issued by the bank specifying its bank details. This document must be signed by the Supplier's authorized financial officer. Any change of IBAN shall be communicated under the same conditions as the opening of the account, the Supplier must respond to the Buyer's requests to ensure the security of the financial flow.

5.3.2 Payment shall not constitute acceptance of the Deliverables or a waiver by the Buyer of any claim whatsoever against the Supplier in respect of the Order.

5.3.3 The payment of the amount due to the Supplier for the proper performance of the Order shall be made in Euros.

5.3.4 Final payments or balances on all accounts shall only be made by the Buyer after the Supplier has provided all deliverables for the Deliverables.

5.3.5 The Buyer reserves the right to suspend all or part of the payments in the event of non-compliance and/or non-performance of all or part of the contractual obligations by the Supplier.

5.4 Late payment

5.4.1 In the event of late payment, penalties shall be due starting from the day after the payment deadline specified on the invoice. This late payment penalties shall be equal to three (3) times the legal interest rate applicable in France, plus a fixed sum as compensation for recovery costs in accordance with the provisions of Article L441-6 of the French Commercial Code.

5.4.2 The Buyer shall not be liable for any delay in payment caused by the Supplier's submission of an incomplete and/or incorrect invoice.

ARTICLE 6 - QUALITY AND HYGIENE, SAFETY AND ENVIRONMENT

6.1. The Deliverables executed by the Supplier under the Order shall: (i) be compliant with all the specifications and requirements of the Order (ii) meet all performance standards mentioned in the Order (iii) be adapted to the use intended by the Buyer and/or the Final Customer, the Supplier being fully aware of this intended use (iv) be new and compliant with all applicable laws and regulations.

6.2. The Supplier is committed to establishing and implementing the necessary procedures (in particular test procedures) that allow to demonstrate and guarantee compliance of the Deliverables with the provisions of the Order. This procedure shall immediately be made available upon request by the Buyer and shall in particular include a description of the means used in order to correct any non-compliance. The Buyer can perform an audit on these procedures in accordance with the provisions of Article 11 below.

6.3. The Supplier is required to have an effective quality system comprising with internal procedures of which the performance can be measured with tools attesting compliance with the ISO 9001 requirements (when applicable) or equivalent requirements including at least: (i) a policy of continuous improvement (ii) preventive action plans (iii) a management policy with regard to industrial risks, stocks, delays and production capacities and (iv) a management policy with regard to subcontractors. The Buyer can perform an audit on this quality system, in accordance with the provisions of Article 11 below.

ARTICLE 7 - PACKAGING AND DELIVERY

7.1 Packaging

7.1.1 The Supplier undertakes to deliver, under its responsibility, the Products with a sufficient and adequate quality of packaging and level of protection so that they do not suffer any deterioration during transport and storage.

7.1.2 This packaging shall in all cases be carried out in accordance with (i) the regulations and standards in force, and (ii) any instructions submitted by the Buyer and/or the Final Customer.

7.1.3 It is hereby agreed that any damage, deterioration or loss suffered by all or part of the Products as a result of defective, inadequate or inappropriate protection, packaging or marking shall be at the Supplier's expense and risk.

7.2 Delivery

7.2.1 The Supplier undertakes to deliver the Products under the DDP (ICC 2020) Incoterm to the place(s) designated by the Buyer.

7.2.2 All costs and risks inherent according to the delivery shall be borne by the Supplier. Independently from the date of the transfer of the ownership, the Supplier shall be liable for any damage, failure, and shortcomings relating to the Products delivered. Any Product damaged on delivery shall therefore be returned to the Supplier and transport, repair, assembly and testing, if any, shall be at the Supplier's expense and risk. The Supplier shall be obliged to replace any damaged or lost Products within the time period specified by the Buyer.

7.2.3 All deliveries shall be handed over the statement or certificate of compliance related to the Products affixed outside of the package, with a copy of the statement or certificate of compliance inside the package and/or sent separately by letter or email to the Buyer on the date of dispatch of the Product.

This delivery note shall contain the following information:

- The delivery note identification number ;
- The Order number ;
- The address and telephone number of the contact person indicated in the Order;
- The type and reference of the Order and the batch concerned;
- The value of the delivered Products;
- The weight of the delivered Products;
- The quantity of delivered Products and, if applicable, the serial number and individual number of the Products/pieces;
- The type of delivery (partial or total of the relevant Order);
- The declaration of conformity of the marking (CE) in a legible way on the Products, if applicable;
- In case of purchase in a country outside France, a HS Code and ;
- The transport document in accordance with the regulations in force, as well as all other documents required for customs clearance in the context of imports.

7.2.4 All transport of dangerous Products shall be carried out in accordance with the regulations in force.

7.2.5 The delivery or provision of the documents required by the Order, the regulatory texts and/or the applicable standards are an integral part of the performance of the Supplier's obligations.

7.2.6 In the event of specific conditions of use or of an expiry date of use of the Product, the Supplier shall specify in the documentation (i) the date of manufacture, (ii) the residual period of validity before use (counted from the date of delivery), (iii) the measures to be taken to ensure their use (including storage and transport) while guaranteeing their conservation and (iv) the expiry date for use so that the Buyer has a residual period of validity before use at least equal to seventy-five percent (75%) of the total validity on the day of delivery. This documentation shall be affixed in an appropriate and indestructible manner to the part of the packaging which directly serves to contain, support or protect the Product.

7.2.7 The Buyer reserves the right to refuse and return or make available, at the Supplier's expense and risk, any Deliverable that has not been the subject of an Order or a modification accepted by the Buyer.

ARTICLE 8 - DEADLINES AND DELAYS

8.1 Deadlines

8.1.1 Time is of the essence with respect to the Order. The delivery schedule agreed between the Parties is mandatory and compliance with this schedule constitutes an essential condition without which the Buyer would not have contracted. .

8.1.2 The Supplier shall execute the Deliverables within the deadline and in accordance with the Order. The Supplier undertakes to hand over on delivery the declaration or certificate of conformity relating to the Deliverables as well as any other document specified in the Order. Otherwise, the Buyer has the right to refuse the Deliverables in all or in part.

8.1.3 The Supplier shall not be entitled to make early deliveries without the prior written approval of Buyer. In case of such early delivery, the Buyer has the right to return the delivered Product at the Supplier's expense and risk. If the early delivery is not returned, the Product shall be stored by the Buyer until the agreed delivery date at the Supplier's expense and risk. In the event of early delivery, the Buyer shall only make payment on the date originally agreed.

8.1.4 Except in the event of early termination in accordance with Article 30, the Order shall be completed when the Parties have performed all their legal and contractual obligations.

8.2 Delays

8.2.1 The Supplier shall notify the Buyer of all delays and their causes as soon as possible. It will do its utmost to minimize these delays and inform the Buyer of the corrective measures undertaken or that the Supplier intends to undertake in order to remedy to these delays.

8.2.2 In the event of delay in the performance of all or part of the Order, the Buyer has the right, without prior notice, to apply liquidated damages of one percent (1%) of the total price of the Order for each calendar day of delay. Such liquidated damages shall not exceed fifteen percent (15%) of the total price of the Order.

The Supplier accepts that the Buyer, after sending a prior written notice to mention the liquidated damages due pursuant to this Article, deducts the liquidated damages from any amount due to the Supplier under any ongoing Order, if within thirty (30) days of receipt of the notice the Supplier has not contested in writing the application of these liquidated damages. The payment of abovementioned liquidated damages does not exempt the Supplier from its contractual obligations and neither it deprives the Buyer of the application of Article 8.2.3 below. The Buyer can also still claim compensation for the loss suffered as a result of the delay caused by the Supplier.

8.2.3 Finally, if the delay in the execution of all or part of the Order becomes incompatible with the Buyer's commitments or needs (and in particular those of the Final Customer), and in any event after a period of thirty (30) days of delay, the Buyer reserves the right to (i) terminate by right the entire Order or part of it, in accordance with Article 30 and/or (ii) to get a third party to execute the entire Order or a part of it, at the Supplier's expense and risk. In that case, the Supplier shall be obliged, at its costs and expenses, to provide the aforementioned third party with the necessary assistance to complete the Order.

ARTICLE 9 - MODIFICATIONS AND SUSPENSION

9.1 Modifications

9.1.1 Modifications at the Buyer's initiative: the Buyer may at any time request the Supplier to modify the Order, in particular technical and/or deadlines modifications to all or part of the Deliverables. All requests for modifications from the Buyer must be made in writing. In such a case, the Supplier shall have a maximum of ten (10) calendar days from receipt of the request to submit a quote on the consequences (on the prices and/or the delivery schedule) of the modifications request. Beyond this deadline, the modifications shall be deemed accepted unreservedly by the Supplier, without any change in price or deadline, and the Supplier shall be obliged to carry out the modifications prescribed by the Buyer.

After negotiation between the Parties, an amendment to the Order shall be drawn up in writing to validate the modifications. Once the amendment has been signed, the Supplier shall be obliged to implement the modifications agreed with the Buyer. No modifications shall be implemented without the prior written approval of the Buyer.

No modification requested by the Buyer to the Supplier in order to correct or rectify all or part of the Deliverables in order to make them compliant with the Order shall entitle the Supplier to negotiate an amendment to the Order. Such modifications to make all or part of the Deliverables compliant with the Order shall be at the sole risks and costs of the Supplier.

9.1.2 Modifications at the Supplier's initiative: Modifications proposed by the Supplier shall be subject to the Buyer's prior written consent. The Buyer is under no obligation to accept such requests for Modifications.

9.2 Suspension

9.2.1 The Buyer may, at its discretion, and in particular in case of a request from the Final Buyer, decide the suspension of the Performance of all or part of the Order with immediate effect and notify it to the Supplier. As from this date, the Supplier shall immediately suspend the execution of all or part of the Deliverables and take the necessary measures to protect the Deliverables executed, until the Buyer issues further instructions.

9.2.2 For a suspension of less than three (3) months, no financial impact will be borne by the Buyer, but the contractual period will be extended with as many days as the suspension lasts.

For a suspension lasting more than three (3) months, the Parties shall meet in order to find a solution that preserves their mutual interests.

However, no suspension requested by the Buyer from the Supplier as a result of the Supplier's failure to perform or comply with the Order shall be deemed to be modifications at the Buyer's initiative giving rise to an amendment to the Order or to compensation of any kind in favor of the Supplier.

ARTICLE 10 - ACCEPTANCE OF THE DELIVERABLES

10.1 Acceptance of the Deliverables shall be carried out by both the Buyer (and possibly in the presence of the Final Buyer) and the Supplier in accordance with the Order. It is understood that signing a delivery note shall not be deemed an acceptance by the Buyer.

10.2 Acceptance of the Deliverables shall be deemed to have taken place upon signature of the acceptance report, if no refusal, request for adjournment or reservation has been formulated in the meantime by any writing by the Buyer (or the Final Buyer). However, it is understood that the acceptance of the Deliverables, expressly or tacitly, shall under no circumstances be interpreted as a waiver of any kind, or affect the scope of the Supplier's warranties or other commitments under the Order, or of any legal warranty such as, but not limited to warranty for latent defects.

10.3 In the event that the Deliverables would be totally or partially rejected by the Buyer, as well as in case of a reservation formulated by the latter, the Supplier shall, at its own expense and without undue delay, carry out all the necessary actions to ensure the compliance of those Deliverables with all requirements set forth in the Order. In this respect, the Supplier shall be liable to pay a penalty for administrative processing of non-compliance equal to one hundred and fifty euros (150€) for each non-compliance. Failure to meet this deadline, that cannot exceed ten (10) calendar days (unless otherwise agreed by the Parties) from date of notice of the Buyer, gives the Buyer the right, in addition to any other provision of the Order and after having notified the Supplier, to:

- Get the Deliverables performed or, more generally, assign all or part of the Order to any third party, at the Supplier's expense and risk; and/or
- Accept non-compliance Deliverables as is, at a discount price; and/or
- Terminate all or part of the Order in accordance with Article 30; and/or
- Request from the Supplier to replace all or part of the rejected Deliverables.

10.4 It is understood that Deliverables, completely or partially refused by the Buyer, shall not be deemed delivered.

ARTICLE 11 - AUDITS

During the performance of the Order, and for a maximum period of five (5) years after its termination or expiry, the Supplier shall grant to the Buyer and/or any person designated by the Buyer to audit the proper execution of the Order to ensure the compliance with the agreed terms and legislation in force. The Buyer can perform these audits at any time, during the normal working hours, after having informed the Supplier at least forty-eight (48) hours beforehand. The Supplier undertakes to provide the Buyer with all the documents and data necessary for the preparation and execution of the audit, as well as with logistic support for the audits to be carried out in optimum conditions. The assistance provided by the Supplier in the context of these audits shall be free of charge. The audit report shall be sent to the Parties. The costs of rectifying a non-conformity found during an audit shall be borne by the Supplier.

ARTICLE 12 - TRANSFER OF TITLE AND RISK

12.1 Transfer of title

The transfer of title of each Deliverable shall take place as the Order is being performed by the Supplier.

12.2 Transfer of risk

The transfer of risk in respect of each Deliverable shall take place in accordance with the incoterm indicated in the Order.

ARTICLE 13 - LIABILITY

13.1. The Supplier shall be liable for any physical, material and immaterial damage, whether consequential or not, that it may cause to the Buyer, the Final Customer or, more generally, to any third party, through the Supplier's actions, lack of action or breach, those of its agents and employees, its subcontractors, suppliers and service providers, in connection with the Order.

13.2 Given the professional capacity and the expertise of the Supplier, it is agreed that any assistance and indications provided by the Buyer (and/or the Final Customer) to the Supplier for the performance of the Order, or any verifications and audits that the Buyer might carry out pursuant to the provisions of the Order, do not exempt the Supplier from its responsibility.

ARTICLE 14 - INSURANCE

14.1 The Supplier undertakes to subscribe and maintain the necessary insurance policies to cover the risks and its liabilities for a sufficient amount, and which are required by applicable law and by the contractual requirements of the Order. The Supplier shall therefore have to take out and maintain in effect:

- A general liability insurance policy for a sufficient amount (and in any case for not less than one (1) million Euros) per event, covering the financial consequences of any bodily injuries, material, consequential and non-consequential damages caused by the Supplier during the performance of the Order;
- When Services are to be performed, a professional civil liability insurance policy for a sufficient amount (and in any case for not less than one (1) million Euros) per event;
- When Products are to be manufactured, a product liability insurance policy for a sufficient amount (and in any case for not less than one (1) million Euros) per event;
- When Buyer Furnished Goods are provided by the Buyer (and/or the Final Customer), an all-risk insurance policy covering the damages suffered by such Buyer Furnished Goods, regardless of the origin of the damage;
- When the Supplier has to transport Products and/or Buyer Furnished Goods, a policy covering damage suffered by the Products and/or Buyer Furnished Goods until their final destination, including the intermediate storage time, at one hundred and ten percent (110%) of their replacement value, regardless of the origin of the damage.

14.2 Within five (5) calendar days following the Buyer's request, the Supplier shall submit insurance certificates for all the policies mentioned in Article 14.1 above, dated less than three (3) months, mentioning the number and the effective date of the insurance policy, the guarantees given, the amounts and liability, the sub-limits and exclusions. If the Order exceeds the amount of five hundred thousand Euros (500 K€), the Buyer shall be named as an additional insured on the aforementioned policies. The deductibles shall be solely borne by the Supplier. The Supplier undertakes to obtain full adherence of its insurers to this Article.

14.3 The Supplier undertakes to notify the Buyer of any modification that affects its insurance policies, as well as of any of any event that might cause the suspension or termination of the contracted insurance policies insofar this modification affects the Supplier's obligations or the Buyer's rights.

14.4 The Supplier's compliance with the obligations laid down in this Article 14, cannot relieve the Supplier from any responsibility or limit its responsibility.

14.5 If applicable, the Supplier shall impose the same obligations to its subsidiaries or subcontractors, failing which it shall be liable for any of these damages instead.

ARTICLE 15 - BUYER FURNISHED GOODS

15.1 The Buyer Furnished Goods may be supplied directly by the Buyer to the Supplier and are exclusively used for the performance of the Order. Such Buyer Furnished Goods shall be deemed to be on loan pursuant to Articles 1875 et seq. of the Civil Code.

15.2 Under the terms of the Order, Buyer Furnished Goods may also be designed and/or manufactured by the Supplier in accordance with applicable legislation. The total price set out in the Order shall include payment for such Buyer Furnished Goods which shall thereby become the property of the Buyer and/or the Final Buyer. Such Buyer Furnished Goods shall be identified and marked as such in accordance with the terms and conditions specified by the Buyer and/or the Final Customer.

The Supplier shall transmit to the Buyer the specifications, bundles, drawings and, in general, all information useful for the design, manufacture, implementation and maintenance of the Buyer Furnished Goods. These documents shall mention only the following wording or, failing that, the wording specified in the Order: "This document is the property of Exail SAS (CE) (date of publication); it may not be disclosed to third parties and/or reproduced without its prior written consent. Its contents may not be disclosed". These documents must be handed over as soon as they are completed or at the latest when the Buyer Furnished Goods are put into service. The Supplier shall update the documents in accordance with the developments of the Buyer Furnished Goods and shall deliver these updates to the Buyer.

15.3 The Buyer Furnished Goods shall remain the property of the Buyer (and/or the Final Buyer), subject to the rights of the third party.

15.4 The Supplier guarantees that the Buyer Furnished Goods are identified as belonging to the Buyer (and/or the Final Buyer), inventoried and kept separately in a storage location that fits the Buyer Furnished Goods' characteristics, nature and their usage. They shall be stored in such a way as to avoid any confusion with the Supplier's or third parties' goods. This inventory shall be update by the Supplier and shall be immediately submitted to the Buyer on request. In the event that the inventory is not sent to the Buyer as indicated above, the Buyer may carry out the inventory itself, at the Supplier's expense.

15.5 The Supplier is fully responsible for all Buyer Furnished Goods by the Buyer (and/or the Final Customer). He shall be obliged to keep the Buyer Furnished Goods in good condition, subject to the effects of normal wear and tear. In this respect, he shall bear all costs arising from any damage or deterioration that may result from improper use or negligence and/or from the following obligations:

- Their storage, keeping and maintenance in perfect working order and perfectly preserved state as well as the periodic verifications and/or calibrations according to their nature, applicable standards and requirements;
- The replacement of missing Buyer Furnished Goods as a result of deterioration or loss;
- The replacement of Buyer Furnished Goods showing abnormal or excessive wear and tear;
- The insurance against damage or loss to the Buyer Furnished Goods up to the value declared by the Buyer (and/or the Final Buyer) and in accordance with the provisions of Article 14.1 above; and

- Upon completion of the Order or at any time upon request of the Buyer, the Buyer Furnished Goods shall be returned, at the Buyer's expense, within five (5) calendar days after having received the request, in perfect working order. At the time of return of the Buyer Furnished Goods, the Parties shall carry out a joint inventory. The Supplier may not reproduce the said Buyer Furnished Goods without the prior written consent of the Buyer (and/or the Final Customer).

In the event of direct or indirect damage to the Buyer Furnished Goods, the Supplier shall immediately notify the Buyer in writing and take all measures to defend the rights of the owner of the Buyer Furnished Goods and to stop the damage.

15.6 The Supplier undertakes to use the Buyer Furnished Goods in its own facilities and solely for the performance of the Order. Consequently, the Supplier and any other person under its responsibility (employees, subcontractors) shall refrain from offering Deliverables executed with the Buyer's materials, equipment or documents. Any modification, transformation, reproduction or destruction by the Supplier of the Buyer Furnished Goods may only be carried out with the prior written authorization of the Buyer.

15.7 The Supplier expressly waives any right of retention that it could claim, in particular under Article 2286 of the French Civil Code.

ARTICLE 16 – SUBCONTRACTING

16.1 The Supplier is not authorized to subcontract the Order in its entirety. However, a limited part of the Order may be subcontracted provided that (i) the Buyer has given its prior written approval to the subcontract and (ii) the Buyer has given its prior written consent regarding the payment conditions, in accordance with Law No. 75-1334 of 31 December 1975 on subcontracting.

16.2 The Buyer may refuse any subcontracting operation intended by the Supplier as well as any subcontractor proposed by the Supplier. In the case of refusal, the Supplier may not, in any case, claim for any financial compensation or postponement of the deadline.

16.3 For any subcontracting authorized by the Buyer, the Supplier remains full responsible for all Deliverables executed by its subcontractors and suppliers.

16.4 The Supplier undertakes to implement and flow down the Buyer's requirements to its subcontractors and suppliers.

16.5 The Supplier also defend, indemnify and hold harmless the Buyer against:

- any breach of one of the Supplier's subcontractors, or any other stakeholder; and
- any claim made by the Supplier's subcontractors or members of staff of those subcontractors.

ARTICLE 17 - INTELLECTUAL PROPERTY

17.1 Background Knowledge

17.1.1 Each Party retains ownership of the IPR on its Background Knowledge, subject to any third party rights.

17.1.2 If the use of Buyer's Background Information is necessary for the performance of the Order, Buyer hereby grants to Supplier, for the sole purpose and duration of the performance of the Order, to the exclusion of any other use, a worldwide, non-exclusive, personal, non-assignable, non-transferable, without right to sub-license and revocable license, free of charge, to use the Background Information at any time.

17.1.3 If the use of the Supplier's Background Information is necessary for the execution of the Order and/or the Results by the Buyer (and/or the Final Buyer), the Supplier hereby grants the Buyer, for the purposes of executing the Order and for the duration of the use of any Background Information included in the Deliverables and/or the Results, a non-exclusive, worldwide, non-revocable license to use the Background Information, which is transferable to any customer (including the Final Customer) and/or Exail SAS. This license covers the rights to use, exploit, maintain, produce or reproduce, represent, correct, modify, adapt, translate, interpret, market and distribute, in any language and on any media (known and unknown to date), in any format and by any means, worldwide, the Background Information belonging to the Supplier.

17.2 Results

17.2.1 Ownership of Results

17.2.1.1 The Buyer shall acquire full ownership of the Results issuing from the execution of the Deliverables by the Supplier in accordance with the following provisions.

17.2.2 Copyright

17.2.2.1 The Supplier undertakes to assign, upon their creation, ownership of all IPR, and in particular the economic rights of IPR on the Results protectable by copyright (including software and databases) to the Buyer, for the entire world. The price of this transfer is included in the price of the Order on a flat-rate and final basis.

Consequently, the Supplier undertakes to (i) provide the necessary references, (ii) complete the required formalities and (iii) sign the required documents in order to allow the transfer of ownership of the Results to the Buyer.

17.2.2.2 This assignment includes all rights to use, produce, reproduce, represent, correct, modify, adapt, translate, interpret, market, distribute and exploit the IPR on the Results, on any media and formats (known and unknown to date), in any language and by any means.

Unless otherwise provided by public policy and taking into account the specificities of the Buyer's field of activity, it is agreed that the Supplier shall not impose any confidentiality or copyright notice on the Buyer in respect of any of the Results created under the Order.

17.2.3 Protection of Intellectual Property Rights

The Supplier undertakes to assign, upon their creation, ownership of all IPR relating to inventions and patents and/or trademarks, designs, models, for the whole world. The price of this assignment shall be included in the price of the Order on a flat-rate and final basis. Consequently, the Supplier undertakes to (i) mention the necessary references (ii) complete the required formalities and (iii) sign the required documents in order to allow the transfer of ownership of these Results to the Buyer.

To the extent that such Results may be protected by IPR, only the Buyer shall have the right to file any application for an IPR, including in addition an application for a patent, trademark or other IPR, in its own name, for its own account and at its own expense. Consequently, the Buyer shall be the sole owner of any IPR relating to the Results.

In this respect, the Supplier shall refrain from registering any intellectual property title on these Results.

The Supplier shall take all necessary measures, in particular vis-à-vis its own employees, suppliers and/or subcontractors, to enable the Buyer to exercise its rights to the Results.

A copyright or confidentiality notice issued by the Supplier in respect of the Results shall in no way prevent the Buyer from exercising the rights in respect of the Results.

17.3 Infringement and warranty

17.3.1 The Supplier shall inform the Buyer at the date of the Order of the existence of any third party IPRs used in the performance of the Order or required for the use or exploitation of the Results. In such event, the Supplier shall obtain, at its own expense, the necessary permissions from such third parties to fulfil the Supplier's obligations under this Article.

17.3.2 The Supplier guarantees the undisturbed enjoyment of the IPR assigned and granted to the Buyer under the Order, in particular against all claims by third parties in respect of intellectual property for the Deliverables it delivers. In this respect, the Supplier shall defend, indemnify and hold harmless the Buyer against all actions, claims, recourses and/or all the consequences and financial penalties that may result from a claim for violation or infringement by the Supplier of third party rights, relating to the Results and/or the Deliverables. In addition, the Supplier shall, at its own expense, either:

- Obtaining the right to continue to use the Results of the Deliverables;
- Replace or modify such Deliverables so that they cease to constitute an infringement, while still performing the functions originally intended by the Buyer;
- If the above proves to be difficult to achieve, the Supplier shall replace the Deliverables with equivalent Deliverables as defined by the Supplier in agreement with the Buyer, all without prejudice to the Buyer's right to claim damages.

17.3.3 All the provisions of this Article 17 shall be flow-downed by the Supplier to his co-contractors, sub-contractors and/or suppliers.

ARTICLE 18 - WARRANTIES

18.1 In addition to any specific legislation, standard or agreement that may reinforce the Buyer's rights, the Supplier warrants that the Deliverables will conform to the Order, will function properly and will be free from any malfunction caused by a design or manufacturing defect, this warranty being understood to include pieces and labor. This warranty is valid for the longest of the following periods: (i) twelve (12) months starting from the Final Customer's acceptance of any product or solution delivered by the Buyer, incorporating all or part of the Supplier's Deliverables, or (ii) twenty-four (24) months from the final acceptance by the Buyer of all the Deliverables delivered by the Supplier..

18.2 This warranty is subject to the following conditions:

- In the event of an apparent defect or non-conformity, the Buyer may request the termination of the Order and the refund of the amounts paid or the immediate repair of the defective Deliverables.
- This warranty shall be exercised at no additional cost for the Buyer and shall cover the replacement of defective parts, the repair, overhaul and correction of the Products, as well as the maintenance of the Specifications, execution and results of the Deliverables, as specified in the Order. Consequently, all costs related to the implementation of this warranty, including in particular for the necessary replacement, repair, correction, modification, development, adjustment, labor, transportation, travel shall be exclusively borne by the Supplier, save if the Supplier duly demonstrates and documents that such defects are strictly attributable to the Buyer or to the normal wear and tear of the Products. The repair and replacement of defective parts or the re-performance of a service shall give rise to the extension of the Supplier's warranty period by a period equivalent to the unavailability and in any case by a minimum of six (6) months.

18.3 If necessary, the Supplier acknowledges that the Buyer transfers its rights under the warranty granted by the Supplier to its Final Buyer.

18.4 The Buyer also reserves the right to claim compensation for damages resulting from any apparent defect, non-conformity or malfunction of the Product and/or Service ordered.

ARTICLE 19 - CONFIDENTIALITY

19.1 Subject to an applicable non-disclosure agreement between the Parties, which shall prevail over this Article, the Confidential Information may not be disclosed to third parties, whether suppliers or subcontractors, except with the express prior written consent of the Buyer. The Confidential Information is considered strictly confidential, without the need for the Buyer to specify or indicate this. The Confidential Information communicated to the Supplier shall remain the property of the Buyer (and/or the Final Buyer) who expressly prohibits its use for any purpose other than the execution of the Order, except with the prior written consent of the Buyer. Any disclosure of Confidential Information by the Buyer shall not be construed as conferring on the Supplier, even by implication, any right whatsoever in respect of such information.

19.2 The Supplier undertakes, on its own behalf and on behalf of the persons for whom it is responsible (and in particular its employees, suppliers and subcontractors), to communicate the Confidential Information it has received from the Buyer or produced in the performance of the Order only to those members of its personnel (and/or the personnel of its authorized suppliers and subcontractors) who need to know it in order to execute the Deliverables. The Supplier shall clearly inform its employees (and any subcontractors and suppliers) of the confidential nature of the Confidential Information and shall only disclose such information after entering into a non-disclosure agreement with such employees, the terms of which shall be at least as restrictive as those of this Article 19. All information obtained from the Buyer or produced by the Supplier in the course of the performance of the Order and which is not in the public domain shall be considered as Confidential Information.

19.3 The Supplier shall, however, have no obligation and shall not be subject to any restriction in respect of any Confidential Information which it can prove (i) entered the public domain prior to its disclosure or after its disclosure other than as a result of a breach of this Article 19, (ii) that it was already known to the Supplier prior to its receipt, provided that the Supplier is able to prove this by means of a written document, (iii) that it was obtained by the Supplier in good faith and lawfully from a third party, if the Supplier is able to prove this. If the Supplier is required by law or by a mandatory judicial or administrative decision to disclose the Buyer's Confidential Information, it shall immediately notify the Buyer and take all necessary measures to limit the disclosure to the strict necessary and/or request the persons or entities to whom the information is to be disclosed to treat it as confidential.

19.4 Upon termination of the Order, for whatever reason, the Supplier shall return or destroy (at the Buyer's option) all Confidential Information provided by the Buyer or developed for the purposes of the Deliverables and shall not retain any copies of such Confidential Information. The Supplier shall provide the Buyer with a certificate attesting to such complete return or destruction. Such return or destruction does not release the Supplier from its confidentiality obligations under this Article.

19.5 All classified Confidential Information will be identified as such by the Buyer at the time of disclosure. The protection and use of such Confidential Information shall be in accordance with the security procedures laid down by the relevant authorities.

19.6 If Confidential Information owned by a third party is disclosed to the Supplier, any more restrictive confidentiality requirements imposed by that third party shall be passed on to the Supplier.

19.7 The confidentiality obligations set out in this Article 19 shall apply for the duration of the Order and for a period of five (5) years from the expiry or termination of the Order.

ARTICLE 20 - COMPLIANCE WITH SOCIAL REGULATIONS

20.1 The Supplier undertakes to comply with the legal and regulatory obligations, in particular the provisions of the French Labor Code relating to undeclared work, applicable to the Order. The Supplier undertakes to transmit, within the specified timeframe, any certificate or documentation required by law. In particular, the Supplier shall be obliged, from the date of entry into force of the Order and every six (6) months during the execution of the Order, to provide the Buyer with all the documents referred to in Articles D 8222-5, D8222-7 and D8222-8 of the French Labor Code.

20.2 The Supplier is required to respect the legal and regulatory obligations relating to labor protection, health, security and working conditions. In addition, if the execution of the Deliverables requires intervention by the Supplier on a Buyer's (and/or Final Customer) premise, the Supplier undertakes to respect with the Buyer's (and/or Final Customer's) procedures and instructions relating to health and safety in the workplace. The price of the Order shall include all work equipment (in the sense of Article R4311-4 of the French Labor Code) necessary for the execution of the Deliverables by the Supplier in accordance with the legislation in force.

20.3 The Supplier undertakes to flow-down the application of these obligations to its own suppliers and/or subcontractors.

20.4 Failure by the Supplier to comply with its obligations under this Article may result in termination of the Order for default in accordance with the provisions of Article 30 below.

ARTICLE 21 - CORPORATE SOCIAL RESPONSIBILITY

21.1 The Supplier undertakes, as from the effective date of the Order, to comply, to the extent applicable to it, with all regulations, laws and codes relating to corporate social responsibility, including but not limited to the provisions of (i) the European Directive 2014/95/EU, (ii) the Ordinance law of 19 July 2017 on the publication of non-financial information by certain large companies and certain groups of companies as well as (iii) the Law of 27 March 2017 on the duty of care of parent companies and ordering companies.

21.2 The Supplier further declares (i) that it has never been convicted, in France and/or in its country of establishment, for violation of a law or regulation relating to corporate social responsibility, and that to its knowledge it is not the subject of any investigation or investigative measure to this effect, (ii) that to its knowledge, none of its legal representatives has ever been convicted, in France and/or in its country of establishment, for violation of a law or regulation relating to corporate social responsibility, and that they are not subject to any investigation or investigative measure to that effect.

21.3 If, during the performance of the Order, the Supplier becomes the subject of an investigation or investigative measure in France and/or in its country of establishment, it undertakes to inform the Buyer immediately.

21.4 Without prejudice to the Buyer's right to terminate the Order due to the Supplier's fault, the Supplier undertakes to indemnify, defend and hold harmless the Buyer against all claims, liabilities, actions or demands of any nature arising out of (i) the Supplier's failure to comply with applicable regulations, laws and codes relating to corporate social responsibility and/or (ii) the Supplier's misrepresentation under the foregoing Article 21.2.

ARTICLE 22 - COMPLIANCE WITH REGULATIONS AND STANDARDS

22.1 REACH Regulation: When applicable, the Supplier undertakes to carry out, at its own expense, all the formalities and obligations imposed by the REACH Regulation. It is committed to ensuring that its own suppliers and/or subcontractors comply with REACH Regulation. On Buyer's request, the Supplier shall immediately provide the Buyer with any document and certificate, in French language, that demonstrates compliance with the REACH Regulation.

22.2 Hazardous Products: Should certain Products supplied or Products used under the Order contain hazardous substances or require special safety precautions in terms of handling, transport, storage or use, the Supplier shall, before delivery or first use, provide the Buyer in writing, in French language, with (i) any advice and information relating to the nature of these substances and on the precautions to be taken, as well as (ii) all necessary indications, instructions and warnings in order to comply with legal and regulatory provisions applicable in terms of health and safety. More specifically, the Supplier guarantees that before dispatching, the appropriate instructions and warnings have been highlighted and clearly indicated on the Products in question as well as on their packaging.

22.3 Raw materials, components and substances: All raw materials, components and/or substances provided by the Supplier need to meet the provisions of the Order, as well as the standards, guidelines, laws and regulations in force. The Supplier undertakes to provide the Buyer (and/or the Final Customer) with raw materials, components and substances that do not contain products prohibited by law, in any form whatsoever. The Supplier also undertakes to confirm in writing to the Buyer, and to provide the Buyer with any certificates from the competent authorities, if necessary, that the raw materials, components and substances do not contain element prohibited by law, in any form whatsoever. As such, the Supplier commits to (i) implement all necessary measures in its supply chain to make sure that any sensitive materials (such as but not limited to: tantalum, tin, tungsten, gold) do not originate from a country at war, where armed conflict and/or high risks exist, and (ii) immediately provide, when requested, the information on the aforementioned supply chains.

22.4 Environment: The Supplier undertakes to comply with all the provisions relating to environmental protection regulations and to provide to the Buyer, if appropriate, with the elements on Installations Classified for Environmental Protection (ICPE).

22.5 In the event of failure to comply with the formalities and obligations imposed by any of the provisions of this Article 22, the Buyer shall have the right to reject all or part of the Deliverables concerned and/or to terminate the Order for default in accordance with the provisions of Article 30 below.

ARTICLE 23 - ETHICS AND COMPLIANCE

The Supplier acknowledges having read and understood the entire Supplier's Code of Conduct. The Supplier undertakes, from the effective date of the Order, to comply with all the provisions of the Supplier's Code of Conduct, and more generally with all regulations, laws and codes relating to the following areas:

23.1 Anti-corruption

23.1.1 The Supplier undertakes, as from the effective date of the Order, to comply with all regulations, laws and codes relating to the fight against corruption, including but not limited to the provisions of (i) Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernization of economy (Sapin II Act) (ii) the OECD Convention of 17 December 1997 on corruption of foreign public officials in international business transactions and their transpositions into any applicable national law and (iii) the United Nations Convention against Corruption (UNODC) of 31 October 2003.

23.1.2 In this respect, the Supplier undertakes to put in place in each country in which it operates, no later than the date of signature of the Order, measures aimed at ensuring that it, its employees, subcontractors and suppliers comply with the applicable rules concerning the fight against corruption.

23.1.3 The Supplier further declares:

- That it has never violated any law or regulation on transparency and/or the fight against corruption in France, in its country of establishment, and/or any other country;
- That it has never been convicted of a crime, in France, in its country of establishment, and/or any other country, for violation of a law or regulation on transparency and/or the fight against corruption, and that to its knowledge it has never been the subject of any investigation or investigative measure to that effect;

- That, to its knowledge, none of its legal representatives have ever been convicted of a crime, in France, in its country of establishment, and/or in any other country, for violation of a law or regulation on transparency and/or the fight against corruption, and that it has never been the subject of any investigation or investigative measure to that effect.

23.1.4 The Supplier shall inform the Buyer's purchasing department of any gift, donation, payment, remuneration or advantage of any kind that it may be led, either directly or indirectly, to offer to any employee, manager or representative of the Buyer or of Exail SAS. or to any person likely to influence their decision in the performance of the Order.

23.1.5 Whistleblower: Employees of the Supplier may make whistleblower reports in accordance with the applicable law.

23.2 Personal data: The Supplier undertakes to comply with any applicable law on the protection of personal data, and in particular the provisions of the GDPR Regulation when applicable.

23.3 Compliance with the provisions of this Article 23 is an essential obligation of the Supplier and a criterion without which the Buyer would have never been selected by the Supplier. Consequently, and without prejudice to other rights or remedies available to the Buyer pursuant to the provisions of the Order, the international agreements or at law, the Buyer reserves the right to carry out any useful verification, including audits, to ascertain the Supplier's compliance with this Article. If it is found that any of the Supplier's obligations under this Article have not been complied with, then the Buyer shall be entitled to:

- Suspend payment and/or request reimbursement of any payment paid to the Supplier and/or ;
- Set off all amounts due to the Supplier under any Order against the amount corresponding to the damages suffered by the Buyer (including, but not limited to costs incurred preventively) as a result of the Supplier's failure to comply with any of the provisions of this Article 23 ;
- To terminate the Order, with immediate effect, for the Supplier's default, as provided in Article 30.

ARTICLE 24 - EXPORT CONTROLS

24.1 The Supplier undertakes to comply at any time with the Export Regulations applicable to (i) all or part of the Deliverables to be executed as part of the Order and (ii) any Technical Information communicated to the Supplier in relation to the execution of the Order.

24.2 The Supplier declares that, before the acceptance date of the Order, it has identified and declared in writing to the Buyer all Deliverables subject to an Export Regulations. The Supplier hereby undertakes (i) to notify the Buyer as soon as possible of the classification of any Deliverables and any change in the Export Regulations relating to the latter and (ii) to provide the Buyer with free assistance needed comply with such changes. When applicable, at the Buyer's request, the Supplier shall complete the classification form in the format requested by the Buyer.

24.3 For every Performance subject to Export Regulations, the Supplier undertakes to obtain, within a timeframe compatible with the schedule mentioned in the Order, and without extra cost for the Buyer, any export authorizations, approvals or licenses necessary to:

- Their exportation, import, use and integration by the Buyer, its subcontractors and/or co-contractors,
- Their delivery to the Final Customer and to any intermediary duly identified by the Buyer, as well as their exploitation and use by the latter. The Supplier shall also promptly notify the Buyer of any conditions associated with any authorization, approval or license under the Export Regulations.

24.4 Compliance with the Export Regulations, the provision of classification information in accordance with Article 24.2 and the obtaining of any export authorization, approval or license in accordance with Article 24.3 are essential obligations of the Supplier and a criterion without which the Buyer would not have awarded the Order to the Supplier. Consequently, in the event that, despite all the diligence and efforts made by the Supplier, the latter is unable to obtain the necessary authorizations, approvals or export licenses, the Supplier shall, at no additional cost to the Buyer, and within a time-frame compatible with the obligations undertaken by the Buyer vis-à-vis the Final Customer, replace all or part of the Deliverables with the prior written authorization of the Buyer, without altering the characteristics set forth in the Specifications. Furthermore, in the event that an export authorization, approval or license is suspended, withdrawn, not renewed or invalidated for whatever reason, the Supplier shall immediately inform the Buyer in writing. In such event, the Buyer may, in accordance with the provisions of Article 9.2 or 30.1, suspend or terminate the Order.

24.5 At Buyer's request, the Supplier shall, at its own expense and without undue delay, provide the necessary assistance and support allowing the Buyer to meet any demand or perform any action requested by the competent export control authorities. In addition, the Supplier remains fully responsible for all damages suffered by the Buyer (and/or the Final Customer) from non-compliance with any of the provisions of this Article.

ARTICLE 25 - INDUSTRIAL COMPENSATION

The Parties acknowledge that industrial compensation obligations may be imposed by the Final Buyer (or by any Buyer of this Final Buyer). In that case, and if the nature of the Deliverables is compatible with the obligations directly or indirectly undertaken by the Buyer vis-à-vis the Final Buyer, the Supplier undertakes to make every effort to ensure that the value of the Order can be taken into account within the framework of the Buyer's obligations of industrial compensation.

ARTICLE 26 - NOTIFICATIONS

26.1 With the exception of those Articles which provide for the sending of a registered letter with acknowledgement of receipt, all notices given by the Supplier to the Buyer under the Order shall be given by (i) hand delivery, (ii) registered letter with acknowledgement of receipt, or (iii) email sent in accordance with the provisions of Article 26.3.

26.2 The date of receipt of any correspondence from the Supplier to the Buyer shall be (i) the date of hand delivery (ii) the day of receipt of the registered letter or (iii) the first working day after receipt by the Buyer of the email.

26.3 The contact details for correspondence from the Supplier to the Buyer shall be those indicated on the Order. The Buyer reserves the right to change its contact details at any time by notifying the Supplier at any time and by any means.

ARTICLE 27 - OBSOLESCENCE

The Supplier shall inform the Buyer of any obsolescence that may arise in connection with the Order. Except otherwise decided by the Buyer, the Supplier shall offer the Buyer, within twelve (12) months of the date of notification of the obsolescence, at the Buyer's option:

- To place a last buy Order, or ;
- To submit a technical solution to remedy this obsolescence, being understood that this solution shall, without cost for the Buyer, be fit for the purpose and compatible with the approved Specifications and shall not deteriorate said Specifications or the system to which it shall be implemented.

ARTICLE 28 - FORCE MAJEURE

28.1 Any Party that invokes a Force Majeure Event shall inform the other Party by registered letter with acknowledgement of receipt as soon as possible and at the latest within five (5) calendar days from the date of its occurrence preventing it from performing its obligations under the Order. The notice shall describe in detail:

- The cause of the Force Majeure Event ;
- Any element concerning this event allowing to appreciate its impact on the execution of its contractual obligations;
- The measures adopted by the Supplier to mitigate the consequences; and
- Foreseen duration of the Force Majeure Event.

Notification shall in no way constitute acceptance of the Force Majeure Event by the Buyer. However, it is agreed that the Buyer's recognition of a Force Majeure Event invoked by the Supplier is subject to its prior acceptance by the Final Buyer, when applicable.

Any Force Majeure Event that has not been notified in writing within five (5) calendar days of its occurrence, do not give the concerned Party that invokes the right to rely on this Article.

In the absence of notification, the Supplier shall not be entitled to invoke Force Majeure Event for not being liable for delay suffered by the Buyer. In such a case, the Buyer shall be entitled to terminate all or part of the Order and/or to obtain damages for the prejudice caused.

28.2 Any Force Majeure Event declared in accordance with the preceding paragraph shall have the effect of suspending the performance of the obligation that has become impossible for the duration of the Force Majeure Event, subject to what is provided for in Article 30. In the presence of a declared Force Majeure Event, none of the Party shall be liable to pay any compensation or penalty to the other Party, and the contractual deadlines shall be extended by a period corresponding to the duration of the Force Majeure Event.

28.3 The Supplier may only invoke delays by its own suppliers or subcontractors when the cause of such delays can be considered as Force Majeure Event, in accordance with this Article.

28.4 For the duration of the Force Majeure Event, if circumstances so require, Buyer shall be entitled to substitute itself or a third party for Supplier. In such a case, the Supplier undertakes to make available to the Buyer the studies carried out, supplies, parts produced and any other Deliverables in progress.

28.5 The Parties may terminate the Order in accordance with Article 30.3.2.

ARTICLE 29 - THEORY OF IMPREVISION

The Parties agree to exclude the application of Article 1195 of the French Civil Code and to deal personally with any modification in circumstances that may arise during the performance of the Order.

ARTICLE 30 - TERMINATION

30.1 Termination for fault

The Buyer shall terminate the Order, in all or part, ipso jure, without further formality, without giving rise to any rights in favor of the Supplier, and without prejudice to any damages or any other compensation that may be claimed by the Buyer, in the event of (i) total or partial non-performance of the Supplier's obligations, (ii) immediately in the event of a breach by the Supplier of any of the essential obligations of the Order (as the obligations set out in Articles 6, 8, 14, 17, 19, 20, 21, 22, 23, 24 and 26) (iii) non-renewal, refusal or withdrawal of a permit, license or authorization required by the other Party for the performance of the Order.

30.2 Use of a third party

In the event of termination for fault, the Buyer shall also be entitled to substitute the Supplier by a third party in order to complete the performance of all or part of the Order, at the Supplier's expense and risk. Expenses resulting from the transfer of all or part of the Order to a third party shall be borne in full by the Supplier, including the costs of qualifying the new supplier. For the purposes of the substitution, the Supplier undertakes to grant to the Buyer and/or the new supplier, free of charge, a non-exclusive license to use and exploit all the IPR of the Supplier and to provide the selected third party with all the technical assistance that may prove necessary for the new supplier to continue the Order.

30.3 Termination without fault

30.3.1 Bankruptcy: In the event of the Supplier's insolvency procedure, liquidation or bankruptcy, and subject to the agreement of the bodies responsible for the proceedings, the Buyer shall have the right to terminate the Order. Termination shall take effect immediately upon receipt by the Supplier of written notification from the Buyer.

30.3.2 Force Majeure Event: The Parties shall have the right to terminate the Order in the event of the other Party's failure to perform its obligations as a result of the occurrence of a Force Majeure Event if: (i) the duration of which exceeds thirty (30) calendar days from the notification date to the other Party, or (ii) as to consequence to have a delay incompatible with its purpose, or (iii) which permanently prevents the performance of the Order.

30.3.3 Change of control by a competitor: The Buyer shall terminate by right the Order by sending the Supplier a registered letter with acknowledgement of receipt and giving thirty (30) calendar days' notice if the Supplier's capital is taken over by a company competing with Exail SAS.

30.3.4 Significant change in the Supplier's industrial organization: The Buyer shall terminate by right the Order by sending the Supplier a registered letter with acknowledgement of receipt and giving thirty (30) calendar days' notice, in the event of a significant change in the Supplier's industrial organization that may prejudice the performance of the Order (such as a transfer of production).

30.4 Termination for convenience

30.4.1 The Buyer may, in the absence of any Supplier's fault, at any time and with a notice period of fifteen (15) calendar days, terminate all or part of the Order by registered letter with acknowledgement of receipt.

30.4.2 In such a case, Buyer shall be obliged to pay the Supplier (i) the contractual value of the Deliverables delivered and accepted on the date of the notice of termination, and (ii) the Deliverables under progress at the date of termination and/or specific tools used for the manufacture. The Supplier undertakes to deliver all the Deliverables already paid according to this Article.

30.4.3 Finally, it is understood that the application of this Article 30 cannot have the effect for the Supplier to receive from the Buyer a sum that exceeds the amount the Buyer would have had to pay if the Order had been fully executed (conditional and/or optional phases excluded) and not terminated.

30.5 In any case of termination, each Party shall remain bound to fulfil its contractual obligations until the effective date of termination, without prejudice to any damages that the complaining Party may obtain as a result of the defaulting Party's failure to perform its obligations under the Order.

30.6 In addition, if the Supplier is a single source for the Buyer, the Buyer may postpone the effective date of termination until an alternative source is in place, in which case the Supplier undertakes to continue performance of the Order.

ARTICLE 31 - MISCELLANEOUS

31.1 Transfer or assignment of the Order: The Order has been placed by the Buyer with this Supplier, and cannot be assigned or transferred (entirely or partially) by the Supplier, without the prior written consent of the Buyer. The transfer of the Order entirely or partially by the Supplier with the Buyer's prior written consent shall not affect any of the rights of the Buyer under this Order. The Supplier acknowledges that the Buyer has the right to assign or transfer the Order to any company in the group to which Exail SAS belongs.

31.2 Relation between of the Supplier and the Buyer: The Supplier acts in its own name and in its own behalf as an independent supplier, under its own responsibility, and without any subordinate relationship vis-à-vis the Buyer. For this reason, it shall not be considered an agent, employee or partner of the Buyer (and/or the Final Customer).

31.3 Economic dependence: The Supplier acknowledges that it is solely responsible for the management and diversification of its Buyer base and activities. The Supplier is obliged to inform the Buyer immediately of any risk of economic dependence. More specifically, the Supplier undertakes to inform the Buyer as soon as the share of its annual turnover, corresponding to the Orders that have been placed with the Buyer and/or Exail SAS during the fiscal year in question, exceeds the threshold of twenty-five percent (25%).

31.4 Language: The provisions of the Order are written in English and, unless otherwise agreed between the Parties, all correspondence between the Parties shall be in English.

31.5 Validity: If any provision of these GCP, that the Supplier has had the opportunity to negotiate, should appear to be invalid or unwritten with respect to a current law or a final court decision, that has become final, this provision will then give way to the application of common law without leading to the nullity of the Order or without altering the validity of the remaining provisions. of the GCP.

31.6 Waiver: The fact that a Party does not invoke the benefit or the strict application of any provision of these GCP does not imply that the Party waives the benefit of said provision.

31.7 Reference: Any total or partial reproduction or use in any way whatsoever of the Deliverables, trademarks, logos and/or activities of the Buyer (and/or the Final Buyer), in particular for reference or advertising purposes, without the Buyer's prior written authorization, is prohibited.

31.8 Entire Agreement: The Order constitutes the entire agreement between the Parties relating to the subject matter of the Order, with the exception of any separate applicable non-disclosure agreements, and supersedes any previous documents and/or agreement on the same subject matter. Any amendment to the Order shall be made in a written amendment signed by the Parties, failing which it shall be null and void.

31.9 Legal address: For the purposes of the performance of the Order, each Party declares its registered office at its legal address.

ARTICLE 32 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

32.1 Applicable law

32.1.1 The formation, validity, interpretation, performance or non-performance, termination and cancellation of the Order or any dispute between the Parties arising out of or in connection with the Order or any extra-contractual event prior, concurrent or subsequent thereto shall be governed by French law. The application of the United Nations Convention on Contracts for the International Sale of Goods, Vienna on 11 April 1980 is expressly excluded by the Parties.

32.2 Settlement of disputes

32.2.1 Amicable settlement: In the event of a dispute, the Parties shall be resolved it amicably, within a maximum period of thirty (30) days from the date of the dispute.

32.2.2 Mediation: The Parties may, by mutual agreement, have recourse to mediation before resorting to judicial court.

32.2.3 Jurisdiction: Notwithstanding plurality of defendants or introduction of third parties, any dispute between the Parties that cannot be resolved amicably or through mediation shall be settled under the exclusive jurisdiction of the competent courts in the jurisdiction of the Paris Court of Appeal, France.