

**FYSOL SAS**  
**GENERAL TERMS AND CONDITIONS**  
**OF PURCHASE**  
**April 10, 2023**

**1. APPLICABILITY**

These General Terms and Conditions of Purchase (“**Standard Terms**”) shall exclusively govern the purchase of all goods (“**Goods**”) and/or of all services (“**Services**”) by FYSOL SAS (“**Buyer**”) and the entity or its affiliated entities purchasing from another party (each such entity may be referred to individually or collectively herein as “**Supplier**”), both being referred to as a “**Party**” and collectively as “**Parties**”.

Each sale of Goods and/or performance of Services is a separate and independent transaction.

Details regarding the Goods and/or Services are provided in Supplier’s order confirmation and/or supplemental agreements entered by the Parties, including any exhibits or attachments thereto (collectively, “**Transaction Documents**”).

The Transaction Documents applicable to each transaction as well as these Standard Terms are hereinafter collectively referred to as the “**Agreement**”.

Special provisions to be applied in addition to the Standard Terms to each order issues by the Buyer shall be defined in a contract signed by both Parties.

In the event of any conflict between these Standard Terms and any Transaction Documents, these Standard Terms prevail unless the Parties expressly provide otherwise in a Transaction Document, in which case such terms in the Transaction Document will amend these Standard Terms only for the specific transaction to which they apply.

**2. ORDER**

Buyer accepts the terms in Transaction Documents: (i) by signing them by hand or electronically, or (ii) unless otherwise required by law, by submitting a purchase order (“**Purchase Order**”) to Seller, accepting, using (or allowing others to use), or making any payment for Goods and/or Services.

Any Goods and Services become subject to these Standard Terms when Supplier accepts a Purchase Order by sending Buyer a Transaction Document or shipping the Goods or providing Services to Buyer.

If the Buyer sends a Purchase Order to the Supplier, the Supplier shall return its acknowledgement of receipt within ten (10) days as from the date of receipt of such Purchase Order. Failing to do so, this order shall be deemed to be accepted by the Supplier.

Buyer may, at any time, request the modification of the scope of the Purchase Order (“**Change Order**”).

The Supplier shall, within ten (10) calendar days starting from receipt of the request for Change Order, indicate to the Buyer in writing, the impacts on prices and/or schedule of the Change Order requested (with relevant justification).

The studies and work required to the Supplier to analyze the impacts of such Change Order will be performed at the Supplier's costs.

After this deadline, no claim and/or objection by the Supplier shall be accepted by the Buyer, and the Buyer shall implement the Change Order as per the Buyer's instructions.

**3. PRICES / TAXES**

Prices and charges for Goods and/or Services ordered by Buyer shall be specified in the Agreement.

Except otherwise expressly stipulated in the Agreement, the prices of the Goods and/or Services ordered by Buyer are fixed, in Euro and VAT excluded, and not subject to any revision.

The prices include all taxes (except VAT), contributions and accessory expenses of all kinds.

Unless otherwise agreed, the prices are based on delivery DAP (Delivered At Place, Incoterms 2022) unloaded on the Buyer’s site (“**Site**”), at the agreed place and time, including all costs associated with compliance for the Supplier’s obligations and notably the costs of transport, clearance, insurance, packaging, and unloading at the destination.

The agreed prices cover all supplies, sold goods, means, services, Supplier’s employees, subcontractors and third parties and among others the tools, equipment, inspection, and licenses necessary for the implementation of the Agreement.

The Supplier is not entitled to amend the prices unilaterally.

**4. PAYMENT TERMS AND CONDITIONS**

Terms of payment will be negotiated between supplier and buy and are stated in the Transaction Documents and expressly agreed by the Buyer, provided receipt and approval of the delivered and agreed Goods and/or Services and all corresponding documents or certificates took place.

No payment shall be due by the Buyer as long as the Supplier has not remedied its breach(es) resulting in the nonachievement of the corresponding contractual event.

The Buyer is entitled to postpone the payment in the event of a shortcoming in the delivery.

Shall the Buyer fail to pay an invoice within the set period, the Supplier shall give a one (1) week notice for the Buyer to comply with its payment obligation.

Payments shall be made by wire transfer or by irrevocable and confirmed letter of credit, unless otherwise agreed with Buyer.

The Buyer is entitled to request from the Supplier to supply bank guarantees from an institution acceptable to the Buyer as security for the performance of one or several obligations. Any bank guarantee shall at least remain in full force until the acceptance by the Buyer of the corresponding contractual event. The costs of the financial security shall be borne by the Supplier.

**5. INVOICES**

The absence of any express rejection by the Buyer of an invoice shall not form an acceptance thereof.

Any payment made by the Buyer shall not imply that the Buyer waives any of its rights nor that the Buyer accepted the Goods and/or Services.

## **6. DELIVERY**

Unless the Parties specifically agree to other transportation terms, deliveries of Goods, including unloading by the Supplier, shall be the DAP (Delivered At Place, Incoterms 2022), at the agreed place and time.

Supplier shall be in default without requiring a notice of default in the event of late delivery.

The Supplier shall immediately notify the Buyer in writing of any delay(s) which may occur with respect to the agreed time and/or place in the Agreement, and simultaneously give all information about (i) the reason and extent of said delay and (ii) the corrective measures the Supplier will carry out to avoid or recover said delay.

Buyer shall be entitled, without considered as being in default, to request Supplier to postpone the delivery. In such event, the Supplier shall package the Goods properly and store them safely and recognizable as intended for the Buyer. The Goods shall be insured by the Supplier at a fee agreed in writing by both Parties.

Supplier shall not have the right to make partial deliveries, unless otherwise agreed and without Supplier being charged for any additional costs.

## **7. TRANSFER OF OWNERSHIP AND RISK**

The title to Goods and risk of loss shall pass from Supplier to Buyer at the time of the actual delivery in accordance with the Agreement.

In the event of a deposit, the title to Goods transfers at the time of said payment but the risk of loss transfers at the time of the actual delivery in accordance with the Agreement.

## **8. TRANSPORT AND PACKAGING**

The Supplier shall transport at its own expenses and risks all Goods to be delivered to the Buyer under the Agreement.

All documents related to transportation, customs and/or deliveries of any part of the Goods and/or Services shall be submitted to the Buyer in due time before delivery.

Supplier shall bear all costs, risks and responsibilities in the transportation and securing of the Goods to be delivered on Site.

At its own expenses and risks, The Goods shall be properly packed by the Supplier, in such a way that no damages can arise during their transportation, handling or storage on Site.

A delivery note shall be provided by the Supplier which notably includes its name and address, VAT number, the order number, net weight country or origin, invoice value of the consignment, mode of transport and delivery location.

The Supplier shall be liable for damage sustained as a result of or in connection with improper packaging of Goods.

## **9. IMPORT / EXPORT LICENSE**

The Supplier shall be responsible for identifying if any export license is required at and to any places where the Goods and/or Services shall be performed, for any parts of the Goods, including import licenses for any materials and/or tools used by the Supplier.

The Supplier shall obtain such import/export licenses from the relevant authorities at its own costs.

The Supplier shall take all necessary measures to ensure that all export/import licenses and shipping documentation are arranged and issued in a timely manner consistent with the constraints of the Purchase Order.

The Supplier shall provide the Buyer with all necessary documents for the Buyer to obtain customs clearance for the exportation of the Goods and/or Services or re-exportation, if agreed, of any part of the Goods and/or Services.

## **10. QUALITY**

The Supplier guarantees that the quality of Goods and Services complies with the Agreement.

The Supplier shall repair or replace any Goods or Services which failed to comply, unless the Buyer would rather terminate the Agreement based on article 21.

## **11. TESTING**

The tests to be carried out by the Supplier in presence of Buyer's representatives shall be described in the Agreement.

All tests shall be evidenced by written reports signed by both Parties.

The absence of Buyer's formal refuse or remarks at this stage shall not mean nor imply any Buyer's acceptance of the Goods or Services or any part thereof.

Shall Buyer reject the Goods and/or Services during the testing stage, the title of ownership and risk of the Goods shall be deemed to have remained with Supplier and therefore never transferred to Buyer.

## **12. ACCEPTANCE OF GOODS AND / OR COMPLETION OF SERVICES**

The Supplier shall deliver the Goods and/or complete Services according to the terms and conditions specified in the Agreement.

The Supplier shall request in writing from the Buyer the acceptance of the delivery of Goods ("**Delivery**") or completion of the Services ("**Completion**"). If the Goods delivered do not meet the Purchase Order (missing Goods, deterioration of the Goods, etc...) and/or the Service are not complete, the Buyer shall express reservations to Supplier in writing within three (3) days after Delivery or Completion.

The Supplier shall within the shortest time agreed upon, following the receipt of the reservations, carry out the necessary check and issue credit notes.

The Supplier shall then, within the shortest time agreed upon the Buyer, remedy at its own expenses all defects and reservations noted before asking the Buyer for any new acceptance.

Buyer shall be entitled to repair or replace the Goods, or have the Goods repaired or replaced at the Supplier's expense solely if, after consultation with Supplier, it may be assumed that Supplier cannot or will not repair or

replace the Goods promptly in a satisfactory manner. However, this does not discharge the Supplier from its obligation under the Agreement.

Shall Buyer reject the Goods and/or Services during or after the Delivery, the title of ownership and risk of the Goods shall be deemed to have remained with Supplier and therefore never transferred to Buyer.

### **13. SPARE PARTS**

The Supplier shall possess an updated list of all spare parts considered as strategic, having a long delivery time or being subject to ordinary wear and tear.

The Supplier shall keep a sufficient stock of spare parts for two (2) years after the delivery and be able to supply them under competitive terms and conditions to the Buyer, even after the production of Goods has ceased.

### **14. COMPLIANCE WITH LAWS AND REGULATIONS**

The Supplier and its subcontractors (if agreed) shall comply with all laws, especially those relating to tax, employment and social contributions.

The Supplier shall inform its employees, representatives, agents, and subcontractors of any relevant provisions of the Agreement, and especially those related to health, safety, and the environment of the Buyer's sites where the Services are to be performed or the Goods delivered.

The Supplier acknowledges that it is aware of all applicable rules or regulations, including Site rules, when Site activities are involved, and declares that it has all permits, licenses rights, approvals and authorizations required for the performance of the Goods and/or Services.

The Supplier shall expressly inform Buyer, throughout the performance of the Agreement, of any circumstance and/or requirement regarding safety, health and environment related to the Goods and/or Services.

The Supplier shall bear all financial and/or administrative consequences incurred by the Buyer, as a result of the Supplier's failure to abide by the above mentioned laws and regulations, and the Buyer shall have the right to deny access to Supplier, its employees and subcontractors with immediate effect and to either cease the implementation of works, or to terminate immediately the Agreement without Buyer being bound to any compensation of costs resulting for and already incurred by Supplier.

### **15. SUBCONTRACTING**

Supplier may not subcontract part or all of a Purchase Order without prior written authorization from the Purchaser, except for such authorized subcontractors which are listed and annexed to the Purchase Order.

Such approvals shall not release the Supplier from its obligations and liabilities under the Agreement.

The Supplier shall pass on its subcontractors all relevant obligations of the Standard Terms and the concerned Agreement.

### **16. FORCE MAJEURE**

Neither Party is responsible for delays or failure to fulfill its non-monetary obligations due to a case of Force Majeure.

Force Majeure is an event which is not within the affected Party's reasonable control and could not be prevented, avoided or removed by the affected Party and which causes such Party to be delayed, in whole or in part, or unable to, partially or wholly, perform its obligations, such as (without limitation) (i) acts or circumstances beyond the reasonable control of Seller; (ii) acts of God, nature, unusually severe weather (including, floods, hurricanes, tornadoes or earthquakes), fires, accidents, or explosions; (iii) epidemics, quarantine restrictions, wars or hostilities; threats or acts of terrorism; infrastructure or communication failures; or data or security breaches; (iv) strikes or other labor difficulties (whether or not related to the Parties' workforce); (v) embargoes or governmental actions; or (vi) machine or equipment breakdown.

The Party affected by an event of Force Majeure shall immediately notify the other Party of the situation by email confirmed by registered letter with acknowledgment of receipt, with proper documentary evidence.

The affected Party shall make every effort to mitigate as far as possible any adverse effect arising from this situation.

The following events shall not be considered as cases of Force Majeure : strikes, implementation of the Purchase Order which is particularly difficult or onerous, potential delays in the supply of products or of raw materials.

Force Majeure shall only relieve the affected Party from its contractual obligations to the extent and for such period as the said Party is prevented from performing those obligations.

If such an event results in the suspension of the performance by the affected Party of its obligations for a period exceeding sixty (60) days or another period of time agreed by the Parties, any Party may terminate the Purchase Order, without any compensation being due to either Party, unless otherwise agreed between the Parties.

Each Party shall bear its own costs resulting from the occurrence of a Force Majeure event.

### **17. WARRANTIES**

The Supplier shall perform the Agreement with all proper skill and care, in accordance with good engineering and manufacturing practices and the state of the art, and in compliance with the Purchase Order, laws and regulations, industrial standards and rules applicable on Site.

The Supplier warrants that the Goods shall conform to the specifications and requirements as set out in the Agreement, be free from defects in engineering, design, execution, materials, and workmanship, and meet and satisfy all applicable laws and other compulsory legal requirements applicable, especially those relating to environment, health and safety.

The above warranties apply for a period of twenty-four (24) months starting from the issue date of the acceptance or thirty-six (36) months from the actual delivery date, whichever comes first ("**Warranty Period**").

At any time before the end of any Warranty Period, Buyer may notify in writing any defects noted on any part of the Goods and/or Services.

Upon receipt on such notification, the Supplier shall, at its own expenses and risks, and without unreasonably hindering Buyer's activities, start without undue delay and achieve as soon as possible to make all replacements, repairs, modifications, that are necessary or useful for remedying all defects and particularly defects in design, construction, or operation of the Goods.

## **18. LIABILITIES**

The Supplier shall indemnify and hold the Buyer harmless from and against any and all claims, losses, damages, liabilities, costs and expenses including reasonable legal fees and any amounts paid in defense or settlement which may arise out of or in connection with any actual death or injury to any person, damage to property, or any other damage or loss, by whomsoever suffered, resulting from the Supplier's breach of any obligation of the Agreement and in general from any act, omission, fault, error, negligence occurring during and in furtherance of the Supplier's performance and attributable to the Supplier, its subcontractors, employees or agents.

The Supplier shall, at its own costs, take out and maintain in force all insurances necessary for covering his general and professional liability under the Agreement and at law.

Unless otherwise agreed, in the event of contracting work, both Parties shall conclude a Supplier's All Risks (CAR) insurance policy.

Shall Buyer be held liable in an event which incurred damaged suffered by Supplier due to an unlawful act, Buyer shall never be liable for trading losses, consequential or other indirect damages suffered or to be suffered by Supplier, including loss or profit or missed savings, except and insofar as the damage is attributable to gross negligence or intent.

## **19. TIME PERIOD FOR BRINGING CLAIMS**

Supplier agrees that any claim against the Buyer for failure to comply with its obligations under the Agreement must be asserted within twenty (20) calendar days from the date such Goods were invoiced to Buyer or the date such Services were performed.

Buyer agrees that any claim arising out of or related to the Goods or Services purchased by Buyer not meeting the specifications or other product performance claims must be asserted within sixty (60) calendar days from the date such Goods were invoiced to Buyer or the date such Services were performed.

Buyer further agrees that any claim regarding overpayment or credits issued by Supplier must be asserted within one hundred twenty (120) days from the date such Goods or Services were invoiced to Buyer.

## **20. INTELLECTUAL PROPERTY / CONFIDENTIALITY**

The documents, drawings, documentation as well as all other information prepared or disclosed by the Buyer shall be and remain the Buyer's properties and are deemed confidential, whether or not marked as such.

The Supplier may not use or disclose the same to any third party without the Supplier's prior written approval, and the Supplier agrees to disclose it only to its respective employees and subcontractors only on a need-to-know basis, to the extent necessary for the execution of the Agreement and only if such employees and subcontractors are bound by confidentiality provisions no less restrictive than those set forth in these Standard Terms.

The Supplier shall never use Goods and/or Services that were developed jointly with Buyer for the benefit or third parties, without obtaining the written consent from Buyer.

The Buyer acknowledges that the Supplier's confidential information, marked as such, may not be used or disclosed to any third party without the Supplier's prior written approval.

However, such approval shall not be necessary in case of disclosure by the Buyer to its own employees and subcontractors on a need-to-know basis, to the extent necessary for the execution of the Agreement.

Each Party shall retain any right, title or interest in its respective intellectual property rights that have been developed, acquired, or obtained prior to the effective date of the Purchase Order.

The Buyer shall, however, be granted an irrevocable, worldwide, perpetual, non-exclusive, royalty-free license, with the right to grant sub-license, to copy and use the Supplier's intellectual property to the extent necessary or desirable for the Buyer to use the Goods and/or Services.

## **21. TERMINATION**

This Agreement shall terminate automatically, without necessity of notice, in the event that Supplier makes an assignment for the benefit of creditors, is adjudicated a bankrupt or in the event of the filing of any voluntary or involuntary petition in bankruptcy against Supplier or the appointment of a receiver for Supplier or any substantial part of its properties.

Except as otherwise specifically provided herein, if either Party fails to perform any material terms of the Agreement, the other Party may, in its sole discretion: (i) defer its performance under the relevant Transaction Documents until the default is cured by the defaulting Party, or (ii) treat such default as a breach of the relevant Transaction Document(s) if such default is not cured within thirty (30) days after the giving of notice thereof to the defaulting Party (or, in the case of default in payment of monies, within ten (10) calendar days) and terminate any such Transaction Document(s) immediately following the notice to the defaulting Party.

The Buyer may, at any time, cancel all or part of the Purchase Order by registered letter with acknowledgment of receipt. In this case, the Buyer shall pay the Supplier, upon presentation of supporting documents, for the part of the Goods and/or Services completed, as of the date of termination.

In all event of termination and no later than thirty (30) days after receipt of the notice of termination, the Supplier shall: refund all sums that have been paid in excess to the Supplier as advance or as down payment, including in case of termination for Force Majeure, handover the documents used for the performance of the Purchase

Order, as well as all data, books, manuals, drawings, drafted by the Buyer under the Purchase Order, deliver the Goods as it is on the date of termination and handover the Buyer's Materials, if any.

**19. ENTIRE AGREEMENT**

The Agreement constitute the entire agreement between Supplier and Buyer with respect to the matters contained therein, and supersede all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No course of prior dealings and no usage of the trade shall be relevant to supplement, explain or modify any terms contained herein.

**20. RELATIONSHIP OF PARTIES**

Supplier and Buyer are independent contracting Parties and nothing in these Standard Terms or the Purchase Order shall be construed as constituting or making Buyer or Supplier as franchiser, franchisee, partner, broker or agent of the other. Each Party is an independent contractor, and neither shall have any power, right or authorization to bind the other or to assume or create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

**21. SEVERABILITY**

If any provision of these Standard Terms of Sale or the Purchase Order is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or other rule of law, such provision shall be deleted or modified, at the election of the Parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of these Standard Terms and the Purchase Order shall remain in full force and effect.

**22. NON-WAIVER**

No change, modification, or waiver of any provision of these Standard Terms shall be valid or binding unless it is accepted by Buyer. A waiver by either Party of any breach or failure to enforce any term or condition of these Standard Terms shall not in any way affect, limit, or waive such Party's right at any time to enforce strict compliance with that or any other term or condition of these Standard Terms.

**23. NON-ASSIGNMENT**

Supplier may not assign its rights or delegate its obligations hereunder or under the Purchase Order without Buyer's prior written consent.

**24. GOVERNING LAW - JURISDICTION**

The Purchase Order and these Standard Terms are to be construed according to the laws of France without regard to its conflict of laws provisions. The Convention on the International Sale of Goods (Vienna 1980) shall not apply.

The Parties shall try to settle amicably any disputes arising out of or in connection with the Agreement.

In the event of a failure to reach an amicable settlement, each Party hereto submits to the jurisdiction of the competent Courts of Chambéry, France, in any action or proceeding relating to or arising out of the Purchase Order or these Standard Terms, unless Buyer elects to initiate an action or a proceeding against Supplier before the competent Courts of Supplier's place of incorporation.