General Terms and Conditions for Supply Purchases

1. Scope of Application

As part of its business activities, the Buyer intends to purchase from the Supplier (together, the “Parties”; individually, a “Party”) the goods or equipment (“ Supplies”) described in a purchase order (the “Order”). After exchanging all key information needed for their agreement, the Parties have agreed to submit the Order to these general terms and conditions of purchase, mutual provisions that may be supplemented by any special terms included in the Order and, where applicable, the technical and/or functional requirements (“Specifications”). Together, these form the contract (the “Contract”). The Contract is freely negotiated by the Parties, who waive the right to rely on any general and/or specific terms found in any other document exchanged between them at any time, unless such terms are expressly included in the Contract. In the event of any conflict between these general terms and any specific or special clauses agreed upon, the latter shall take precedence.

2. Orders

2.1 Only a Purchase Order issued on the Buyer's letterhead, duly signed and sent by any means to the Supplier, constitutes a binding commitment. Once the Purchase Order is issued, negotiations between the Parties are considered concluded.

2.2 Acceptance of the Order is confirmed either by an acknowledgment of receipt from the Supplier within seven (7) days of receiving the Purchase Order—during which time the Supplier may state any reservations—or by the Supplier beginning to fulfill the Order. Until the Order is accepted, the Buyer has the right to cancel it at any time without needing to give a reason. If the Order involves delivery of samples, the Order becomes final once the Buyer approves the provided samples.

2.3 Before signing the Contract, the Supplier confirms that the document contains no errors or inconsistencies that a professional would ordinarily notice, and that all necessary documents and information for proper execution have been requested and reviewed. The Supplier is also responsible for keeping the Buyer informed of any changes in laws, regulations, or standards that could affect completion of the Order.

2 The Supplier grants the Buyer the right to assign, transfer, or contribute all or part of the Contract to any third party with simple notice stating the date on which it will take effect. The Buyer will not be jointly liable with the assignee.

2 To enable the Buyer to fulfill its obligations of verification, due diligence, and oversight, the Supplier must provide proof—both at Contract signing and every six (6) months thereafter—of compliance with all applicable administrative, tax, and social regulations, as required by law..

3. Performance, Deadlines, Delivery, Inspections, and Compliance

3 As essential and decisive terms of the Order, the Supplier is required to comply with best practices, all applicable laws and regulations, as well as the Specifications and requirements outlined in the Order, and to deliver the Supplies free from any liens or encumbrances, at the time and place specified in the Order (goods collected from the Supplier’s premises shall only be picked up by the Buyer or by any person expressly authorized or as specified in the Order).

The Supplier must provide all necessary documentation to the Buyer. Each delivery must include a delivery note referencing the Order. For goods of foreign origin, unless otherwise specified,

These items will be delivered DDP (Delivered Duty Paid) to the recipient's location, in accordance with Incoterms 2020.

3 If delivery is delayed, the Buyer may impose penalties simply by notifying the Supplier, without requiring a formal notice, as an exception to Article 1231-5 of the Civil Code. The rate and any maximum cap for these penalties are specified in the Order. If not detailed in those documents, and without prejudice to the provisions of Article 9, the default penalty rate is set at 0.5% of the contract amount excluding tax for each calendar day of delay up to 5 days, and 1% per calendar day for delays beyond that.

Delay penalties apply automatically unless the Supplier can demonstrate an external cause or force majeure. In the event of repeated and/or ongoing delays, or if the maximum penalty is reached, non-fulfillment will be considered final and the Buyer may terminate the Contract immediately, without notice.

3 To track the progress of the Order, the Buyer may conduct inspections during the manufacturing process. These checks do not transfer any responsibility to the Buyer, nor do they lessen the Supplier's obligations. Additionally, upon delivery, the Buyer may inspect the quantity and apparent condition of the packages without unpacking the delivered Goods.

Signing the delivery slip without reservation does not signify that the Buyer accepts the Goods or acknowledges their compliance with the Contract. The Buyer retains the right to notify the Supplier of any non-conformity, defect, or flaw detected during later inspections, and the Supplier agrees to address the issue by repairing, replacing, restoring, or reimbursing the affected Goods, according to the option selected by the Buyer.

3 The Buyer reserves the right to reject the Supplies if there are any obvious defects, failure to meet procurement specifications, failure to comply with the Supplier's technical requirements, non-compliance with applicable standards, changes to manufacturing processes, damage, missing or incomplete installation and maintenance manuals in the language of the delivery country, as well as missing certificates of conformity and execution plans, or any documents referenced in Article 3.4.

3 No shipments are to be sent with freight collect. Any costs incurred due to failure to follow this clause will be the responsibility of the Supplier.

4. Transfer of Ownership and Risk

Ownership of the Supplies will transfer to the Buyer upon the Supplier's acceptance of the Order. Risk associated with the Supplies will transfer upon delivery, provided the Supplies are accepted under the terms set out in the previous Article 3.3.

3.4 The delivery slip must be prepared by the Supplier in two copies. One copy is to be sent to the Buyer, and the other is to be included in the packaging and accompany the shipment, regardless of the means of transport. The Supplier must include detailed assembly and operation instructions in French inside the package. The delivery slip must specify: order number, item number(s) for the order, description of goods, quantities delivered, order status (complete or partial), and the carrier's name. In addition, suppliers from the European Union must list the combined nomenclature code, the net and gross weight, and the origin of the goods. Each delivery slip must also

5. Contractual Guarantee and Performance Guarantee

5 The Supplier is required to inform and advise the Buyer, and must be aware of how the Supplies sold will be used. As a crucial and decisive condition of the Order, and without limiting the legal provisions, the Supplier guarantees that the Supplies fully comply with the Contract, all applicable laws, standards, and regulations, and are free from any material, design, manufacturing, assembly, and/or operational defects, whether obvious or hidden.

The Supplier guarantees that the Supplies pose no risk to safety, the environment, or health. Statutory warranties, including those specified in Articles 1641 and following of the Civil Code (hidden defects), 1245 and following (product liability), and 1792-4, apply whenever the Supplies fall within their scope..

5 The contractual warranty will begin as outlined below and will end on the latest of these dates: either on the date and for the duration specified in the Order, or for twenty-four (24) months from the date of technical acceptance.

5 Under this warranty, the Supplier is required, at their own expense—including parts, labor, and travel—to promptly carry out any replacement, repair, modification, adjustment, and/or correction of the Supplies, as chosen by the Buyer, and to address any resulting consequences for the Buyer and their own clients due to the enforcement of this warranty. Any repaired Supply will have its warranty period extended by the duration it was unavailable, and any replaced Supply will benefit from a new warranty period of equal length.

If the Supplier is unable to properly fulfill this warranty obligation, the Buyer reserves the right to have the necessary services performed at the Supplier's expense. More generally, and without prejudice to the termination clause, the Buyer reserves the right to hold the Supplier liable at any time, especially if legal action is taken against the Buyer, in order to recover any damages resulting from design, manufacturing, or operational defects in the Supplies. The Supplier also agrees to provide all replacement parts for the delivered goods for a period of ten (10) years from the delivery date.

6. Price, Invoicing, and Payment

6 The prices of the Supplies listed in the Order are fixed, firm, and non-negotiable, exclusive of VAT. These prices cover all expenses and obligations of the Supplier required under the Contract, including loading, customs clearance, transportation, unloading at the delivery location, packaging and packing suitable for shipment, and insurance for any risks associated with fulfilling the Contract. The Supplier affirms that these prices were set considering all known or reasonably foreseeable factors at the time of pricing.

6 Unless otherwise required by law, each Order's invoice must be issued upon delivery of all Supplies covered by that Order, following the terms specified in the Order.

If an invoice is required, it must be made out to the entity that placed the order and must include the order number, delivery slip number, description and quantity of the Supplies, price, the name and address of the billing entity, and the name and address for delivery. Any invoice for Supplies not backed by a properly authorized order will be rejected.

6. To allow the Buyer to comply with legal payment deadlines and as a key condition of the Order, the Supplier agrees to send any invoice immediately upon issuance.

6 According to the law, invoices will be paid by bank transfer within sixty (60) days from the invoice date. Any invoice not meeting legal and contractual requirements must be canceled by the Supplier and replaced with a compliant invoice.

7. Intellectual Property

7.1 The Supplier warrants that it complies, and will continue to comply, with all intellectual and industrial property rights as required under the Contract. The Supplier further ensures that the Buyer is protected from any claims of infringement, unfair competition, or misappropriation, as well as from any legal actions, challenges, or third-party claims relating to intellectual or industrial property rights involving the Supplies. To this end, the Supplier agrees to cover all fees, costs, expenses, and any reasonable amounts the Buyer may be required to pay in relation to such claims, actions, or disputes.

If the use of the Supply is prohibited by a court order or settlement, the Supplier shall, at its own cost, make any necessary modifications or replacements—whether in whole or in part—to ensure the Supply meets the technical specifications and conditions equivalent to those outlined in the Order. The Supplier also commits to having its own suppliers and subcontractors comply with this article.

7.2 All intellectual property rights in any item produced as part of the Order—including, but not limited to, any processes or know-how resulting from studies indirectly funded by the Buyer and incorporated into or associated with the supplies, as well as any molds, tools, models, or prototypes created in whole or in part based on the Buyer's specifications—are transferred exclusively to the Buyer as they are completed including the rights to use, reproduce, display, adapt, and further develop these creations, whether such rights are exercised directly by the Buyer or by any third party appointed by the Buyer.

This transfer remains valid for the entire duration of the said intellectual property rights, worldwide, and is in exchange for the agreed payment.

7.3 The Buyer is free to use any documentation provided under the Order, including sharing it with its own client.

7.4 The Supplier will be fully responsible, at its own expense and risk, for the safekeeping and maintenance of molds and tools, in accordance with Articles 1927 and following of the Civil Code.

7.5 The Supplier will cover all costs and direct the defense of any third-party claim or legal action brought against the Buyer alleging that any part of the supplied goods infringes intellectual or industrial property rights claimed by third parties. The Supplier will assume responsibility for any resulting judgments against the Buyer and will fully reimburse all costs, expenses, and any other damages incurred as a result.

8. Confidentiality – Trade Secrets

Each Party agrees, for a period of three years and on behalf of itself and all persons involved in fulfilling the Contract, to treat the Contract's terms, as well as all information and data of any kind provided by the other Party or acquired during the negotiation or execution of the Contract, in any form whatsoever, as "Confidential Information." Each Party commits to maintaining confidentiality and taking reasonable protective measures and

required to maintain the confidentiality of its own sensitive information.

The Parties agree that this Confidential Information is afforded the same protection as trade secrets under Articles L151-4 and subsequent of the French Commercial Code.

Failure to comply with this obligation will result in the immediate and automatic termination of all current orders at that time, without prejudice to potential damages or compensation. Any plans, drawings, documents, or models provided by the Buyer for fulfilling the Order must be returned upon completion, without being copied. Any communication or advertising regarding the Contract requires the Buyer's prior written approval.

9. Suspension, Remedies for Non-Performance

9.1 The Contract may be terminated or canceled by either Party without court proceedings: - after a formal notice has gone unanswered for a reasonable period in the event one Party fails to meet its contractual obligations, or following repeated breaches previously subject to formal notice that remained unresolved; - automatically, in cases such as: failure to deliver Goods within the agreed timeframe, assignment or transfer of the Order without the Buyer's express prior approval, non-compliance with legal, regulatory, or contractual requirements concerning ethics and compliance, labor laws, combating undeclared work, or any breaches of health and/or safety rules that put the health or safety of people and/or property at risk.

9.2 In such cases, in addition to refunding any amounts already paid, the Supplier must fully compensate the Buyer for all losses incurred.

9.3 The Buyer also reserves the right, with reasonable notice, to terminate or cancel or suspend the Order for convenience. The Supplier will be entitled to compensation, not exceeding the actual justified expenses incurred up to the date of notice of suspension, termination, or cancellation, provided the Supplier has taken all possible steps to minimize or avoid such costs.

10. Liability and Insurance

10.1 The Supplier is required, under standard legal terms, to cover all bodily, property, or financial damages related to the performance, non-performance, improper performance, or delayed performance of the Contract. In this regard, the Supplier will protect the Buyer from any claims or lawsuits brought by third parties, for as long as the Buyer's liability may be called into question, and will hold the Buyer harmless from any judgments or compensation imposed, as well as any defense costs incurred by the Buyer.

10.2 The Supplier must obtain, at the time of placing the Order and maintain throughout the duration of the Contract, insurance policies with one or more reputable and financially sound insurance companies. These policies must cover all financial liabilities arising under the Contract, including those specified in Article 1792-4 of the Civil Code. The coverage amounts and guarantees should be adequate, taking into account the risks associated with the Contract.

The Supplier will specifically secure a general liability insurance policy that covers liability in the event of death, personal injury, property damage, and financial losses—whether direct or indirect—suffered by third parties and/or the Buyer. The policy must clearly state separate coverage limits per incident for operational/civil liability before delivery, and per incident and per year for product/post-delivery liability. If the Supplier fails to provide such coverage, the Buyer reserves the right to withhold any payments due, and, following a formal notice that remains unanswered, to terminate the Order at the Supplier's sole fault pursuant to Article 9 above.

11. Ethics and Compliance, Restrictive Measures, and International Sanctions

1 The Buyer's ethics and compliance policy reflects the core values and commitments of the Enygea Group, as outlined in a set of documents available on the Enygea website: www.enygea.com or upon request from the Buyer.

CSR Charter, Responsible Purchasing Charter, adherence to the ten principles of the United Nations Global Compact, Safety Commitment Charter, International Business Policy, ISO-9001 and ISO-14001 standards, commitments and missions; collectively known as the "Enygea Values." The Buyer implements and promotes the guidelines in these documents throughout all activities and aims to share the defined human rights policy with its partners. The Buyer therefore seeks to include the Supplier in this ongoing effort to improve human rights practices..

11.2 The Buyer and Supplier also place special emphasis on complying with laws and regulations governing ethical competition practices, anti-corruption efforts, and environmental protections. Accordingly, the Supplier, as a core obligation, agrees to: (I) comply with all applicable laws and regulations in every country where it operates, (II) uphold the Enygea Values throughout the performance of the Contract, (III) respect human rights by preventing, minimizing, and remedying any negative impacts, whether current or future, (IV) adhere to all laws and regulations related to competition ethics and anti-corruption, and avoid any unlawful conduct in these areas, (V) incorporate environmental considerations into its operations and minimize environmental impact, (VI) establish and maintain suitable internal policies and procedures to ensure respect for human rights, fair competition, anti-corruption measures, and environmental protection, (VII) educate its employees on the importance of respecting human rights and the environment, (VIII) monitor and manage its own supply and subcontracting chains, demanding the same standards from its suppliers and subcontractors, (IX) and respond promptly to any request from the Buyer, or any third party appointed by the Buyer, regarding compliance with this clause, particularly by completing any questionnaires and providing any documents required for supplier assessments related to ethics and compliance. In addition, (X) the Supplier will immediately notify the Buyer of any request, action, omission, or event that does not align or comply with Enygea Values, or the laws and regulations concerning ethical competition, anti-corruption, or the environment.

The Supplier hereby gives the Buyer advance authorization to conduct, or have a third-party auditor conduct, an audit of the Supplier's sites to verify strict adherence to the commitments outlined in this article. Should the Supplier fail to comply with this article, in addition to the sanctions specified in Article 9, the Supplier will compensate and hold the Buyer harmless from any penalties, fines, damages, costs, and/or expenses, as well as any other liabilities arising from such non-compliance.

11.3 The Supplier commits to comply with all restrictive measures or sanctions (such as embargos, asset freezes, economic sanctions, or controls on the export of dual-use goods) imposed by Europe, the United States, and/or Canada, that pertain to the sale, purchase, import, export, or payment of any goods and/or the performance of any services, whenever such measures or sanctions could directly or indirectly affect the Buyer, its staff, its bank, commercial or financial intermediaries, suppliers, service providers, or clients..

12. Force Majeure

12.1 Neither Party shall be held liable for any failure or improper fulfillment of their contractual obligations if such failure results from an event of force majeure.

For the purposes of force majeure, the Parties understand this to mean any event beyond the control of either Party, which could not reasonably have been anticipated at the time the Contract was signed, and whose effects cannot be

can be prevented by appropriate measures that make it impossible for either Party to fulfill an obligation under the Contract. Any Party invoking force majeure must promptly notify the other Party and do everything possible to address or minimize the impact.

1 If performance is temporarily impossible, contractual obligations will be put on hold. If the suspension lasts for more than a month, the Buyer may terminate the Contract, provided reasonable notice is given. No compensation will be owed as a result of termination due to force majeure.

13. Personal Data

13.1 Under this Contract, both Parties agree to comply with all applicable laws regarding personal data ("Personal Data"), in particular Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals regarding the processing and free movement of personal data (collectively, the "Applicable Law"). Terms capitalized in this Article 13 have the meanings given by the aforementioned regulation.

13.2 If, for the purpose of fulfilling the Contract, the Supplier is required to process Personal Data as a Sub-Processor, this must be done in full compliance with Applicable Law. In particular, the Supplier agrees to: - process Personal Data strictly according to the documented instructions from the Data Controller, only for the purposes set out in the Contract and for no longer than necessary to achieve those purposes; if the Sub-Processor does not have these instructions and purposes, they are responsible for requesting them from the Buyer.

-Implement all necessary technical or organizational security measures to preserve, maintain, and protect the integrity of the Data Personal Data

- Ensure the confidentiality of all processed Personal Data
- Maintain a record of processing activities in accordance with Applicable Law
- Ensure that any individuals authorized to process Personal Data under the terms of the Contract are either bound by a duty of confidentiality or subject to a suitable legal obligation of confidentiality, and receive adequate training in the protection of Personal Data.
- For any tools, products, applications, or services, incorporate Personal Data protection principles by design and by default, and do not transfer Personal Data to any country outside the European Union.

- Notify the Data Controller of any Personal Data breach within a maximum of forty-eight (48) hours after becoming aware of it. This notification must include all relevant documentation to allow the Data Controller to report the breach to the relevant authority.

- Assist the Data Controller in fulfilling their data obligations following any request from data subjects regarding their rights over their Personal Data, including the right of access, restriction of processing, data portability, erasure, or any other applicable rights, and provide support for impact assessments if such analyses are required.

- Do not subcontract any part of the Personal Data processing without obtaining the prior written consent of the Data Controller. If such consent is granted, ensure that any subcontractor is bound by the same commitments outlined in this article. The Subcontractor guarantees compliance with these obligations to the Data Controller.

- Provide the Data Controller with all necessary documentation demonstrating compliance with these data processing obligations.

13.3 The Data Controller reserves the right to carry out any audit or verification to ensure the Subcontractor complies with the above commitments. In this context, the Subcontractor agrees to cooperate fully and provide any assistance free of charge.

14. Governing Law and Jurisdiction

This Agreement is governed by French law, and the Parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) of April 11, 1980. In the event of a dispute, only the Commercial Court where the Buyer's registered office is located shall have jurisdiction, including for summary proceedings.