

## GENERAL TERMS AND CONDITIONS OF PURCHASE - October 2022 Version

### **1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE**

1.1 These General Terms and Conditions of Purchase ("GTCP") govern the relationship between ENDRESS+HAUSER, a simplified joint stock company, whose registered office is located at 3 rue du Rhin - 68330 Huningue, registered under number 946 250 982 R.C.S. Mulhouse (the "Purchaser") and its suppliers (the "Supplier").

1.2. For any purchase of supplies, goods, works, equipment, intellectual services or services (the "Supplies") by the Purchaser, the GTCP form an indissociable whole with the provisions of the purchase order, whether appended or expressly referenced, as amended or supplemented, as well as any specifications or other documents referred to in the purchase order (the "Purchase Order"). Thus, by accepting any Purchase Order from the Purchaser, the Supplier accepts, without reservation, the GTCP. No special conditions shall prevail over the latter unless the Purchaser expressly accepts them in writing. These GTCP shall prevail over any general terms and conditions of sale and any other documents issued by the Supplier.

### **2. PURCHASE ORDERS**

2.1. Each Purchase Order from the Purchaser include the description, quality, price, delivery time and method of payment. The Supplier has been informed of the Purchaser's activity and needs. Supplier undertakes to inform the Purchaser of the specific features of the Supplies ordered and to call the Purchaser's attention to any specific use of the Supplies in order to guarantee the Purchaser that the Supplies are suitable for its needs.

2.2. All Purchase Orders must be placed in writing and no tacit agreement of the Purchaser can be relied upon. The Purchase Order shall only be binding on the Purchaser if it is signed by a representative of the Purchaser duly authorized to issue Purchase Orders.

2.3. The Supplier must acknowledge receipt of the Purchase Order sent to it within a maximum of five (5) days from the date of its dispatch, failing which the Purchase Order may be cancelled by the Purchaser without any obligation to provide justification or, as the case may be, shall be treated as having been accepted by the Supplier in accordance with the prices and deadlines indicated on the Purchase Order. If the Supplier accepts the Purchase Order with reservations, it must notify the Purchaser within two (2) working days of receipt of the Purchase Order in a separate written document. In such case, the Purchaser shall no longer be bound by the said Purchase Order unless it confirms its acceptance of the said modifications in writing.

2.4. The parties undertake to treat the documents they exchange (in electronic form) as original documents, binding them fully and completely. Consequently, the parties intend to attribute to these documents the probative value accorded by law to written documents in paper form.

### **3. MODIFICATIONS**

3.1. No modification may be made to the amount or to the terms and specifications of the Purchase Order being executed or manufactured without the prior written agreement of the Purchaser. Any modification without such agreement shall entitle the Purchaser to refuse delivery and/or acceptance of the Supplies as long as it is not satisfied that the terms and specifications of the Purchase Order have been complied with and, if applicable, to request the termination of the Purchase Order in accordance with Article 22.

### **4. PACKAGING, PRESERVATION AND MARKING**

4.1. The conditions of packaging, preservation and marking of the goods shall comply with (i) the Purchaser's specifications regarding packaging, preservation, marking and shipment, as communicated to the Supplier and (ii) the specifications and plans mentioned in the Purchase Order, or, in the absence of any specific mention, with the best practices in accordance with applicable law.

4.2. Packaging will be carried out by the Supplier and may not be subject to any additional charge. It must make it possible to avoid any damage and guarantee perfect conservation of the Supplies.

### **5. TRANSPORT**

5.1. Unless otherwise agreed in the Purchase Order, the transport of the Supplies shall take place at the Supplier's risk and peril and the Supplier shall only be relieved of its liability after delivery of the Supplies to the place specified by the Purchaser. The unloading and handling of the packages are the responsibility of the carrier, under the Supplier's responsibility, and therefore carried out with its own means. The Supplier shall bring this information to the carrier's attention.

### **6. DELIVERY**

6.1. The Supplier undertakes to deliver the Supplies to the places, dates and deadlines indicated on the Purchase Order form and during the opening hours of the reception service, i.e. from Monday to Friday: from 8:30 a.m. to 11:45 a.m. and from 1:30 p.m. to 4:00 p.m.

6.2. All deliveries must be accompanied by a document on the letterhead of the Supplier, dated, bearing the Purchase Order reference and indicating, in addition to the details of the Supplies delivered, the location of the packages, the containers, their net and gross weight, the mode of transport, the date of dispatch, the serial number, the customs codes and origin of the Supplies, and whether it is a total, partial or balance delivery of the Purchase Order.

6.3. The delivery times for the Supplies, mentioned in the Purchase Order, are imperative and may not be changed without the prior agreement of the Purchaser. The Purchaser reserves the right to refuse any early delivery or shipment.

6.4. In the event of failure to comply with the delivery times stated in the Purchase Order, the Purchaser may, solely as a result of the delay, apply late payment penalties in an amount equal to one percent (1%) of the total amount of the Purchase Order excluding taxes, per calendar day of delay, capped at ten percent (10%) of the value of the Purchase Order excluding taxes, without prejudice to any damages and interest.

6.5. Beyond this ceiling, the Purchaser reserves the right to terminate the said Purchase Order, or the corresponding contract concluded in compliance with these GTCP, by operation of law upon simple notification, without prior formal notice and without prejudice to its right to be compensated for any resulting damage. For any Purchase Order cancelled due to non-compliance with the delivery deadline, any advance payments shall be reimbursed in full within thirty (30) days, including financial interest proportional to the amount and date of payment of these advance payments by the Purchaser.

6.6. The Purchaser may offset any late payment penalties on the invoice for the Supplies.

## 7. INSPECTION

7.1. The Purchaser reserves the right to have the Supplies inspected at any time, at the Supplier's or its subcontractors' premises, by one of its inspectors or by a designated representative, without, however, this examination constituting an approval of the Supplies, which must always be expressly accepted by the Purchaser. The Purchaser shall notify the Supplier in writing at least two (2) days before the inspection. The Supplier agrees to give the Purchaser free access to its premises and those of its sub-contractors of which it is responsible.

7.2. Consequently, as part of this inspection, the Purchaser's personnel or any person authorized by it, will have access to the Supplier's workshops, shops, offices and laboratories and those of any subcontractors.

## 8. ACCEPTANCE OF SUPPLIES

8.1. The Supplies delivered must strictly comply in quality and quantity with the terms of the Purchase Order and with the characteristics agreed between the parties.

8.2. All Supplies shall be subject to an acceptance inspection within five (5) working days of delivery. In the event of apparent non-compliance of the Supplies delivered with the Purchase Order, the Purchaser may request the Supplier to immediately replace the Supplies delivered at its own expense and risk, or to cancel the sale at the Supplier's fault. Furthermore, the Supplier shall be considered as fully liable to the Purchaser for all direct or indirect harmful consequences of any possible lack of conformity and quality of the Supplies and consequently undertakes to fully compensate the Purchaser for any resulting damages. Any advance payments received by the Supplier must be reimbursed to the Purchaser as soon as possible.

8.3. The absence of any dispute and/or reservations by the Purchaser under the above conditions may under no circumstances be considered as a definitive acceptance of the Supplies delivered and shall under no circumstances entail a waiver by the Purchaser to exercise all the rights and remedies available to it.

## 9. TRANSFER OF OWNERSHIP AND RISKS

9.1. The transfer of ownership of the Supplies is carried out in accordance with the provisions of Article 1583 of the Civil Code. The Supplier waives the right to assert any reservation of ownership that has not been expressly accepted by the Purchaser.

9.2. The transfer of risks on the Supplies takes place after acceptance of the Supplies by the Purchaser.

## 10. GUARANTEES

10.1. The Supplier guarantees that the Supplies supplied in execution of the Purchase Order : (a) will not be subject to any claim or demand from third parties of any nature whatsoever, including in particular claims for transfer of title, (b) will be new (unless otherwise authorized in writing by the Purchaser), (c) free from defects in design, material, workmanship, construction or installation, (d) conform to the use for which the Purchaser intends them to be used and (e) will be in strict conformity with the specifications, drawings, descriptions agreed under the Purchase Order, and any other requirements of the Purchaser. The Supplier also warrants that the Supplies will be performed in a competent and professional manner in accordance with the professional practices and standards applicable in the Supplier's field of activity.

10.2. The warranty shall apply for a period of twenty-four (24) months from the acceptance of the Supplies by the Purchaser, or for any other period usually granted by the Supplier if this period is longer than twenty-four (24) months, to which period shall be added any delay and unavailability due to the non-compliance of the Supplies with the Purchase Order. The warranties set forth in this Article shall apply for the benefit of the Purchaser, the final customer or their successors or assigns.

10.3. If any of the Supplies prove, before the expiry of the guarantee period, to be defective or not in conformity with the guarantees set out in this article, the Purchaser may, under this contractual guarantee: (a) require the Supplier, at the Supplier's sole expense, to inspect, remove, reinstall, re-install, ship, repair, replace or re-execute the non-conforming Supplies with Supplies that conform to all the requirements of the Purchase Order; (b) take the necessary steps to repair the defects and/or bring the Supplies into conformity with the requirements of the Purchase Order, in which case all costs and expenses incurred shall be borne by the Supplier and the Purchaser shall notify the Supplier as soon as possible of the action taken; or, c) if the non-conformity is so significant as to render the Supplies supplied unfit for their intended use or if it relates to a decisive element of the Purchaser's commitment, refuse or return, at the Supplier's expense and risk, all or part of such Supplies.

10.4. All Supplies repaired, replaced or re-performed under this warranty shall be warranted under the same terms as set forth above, for the unexpired initial warranty period or for a period of twenty-four (24) months after repair, replacement or re-performing of the Supplies, whichever period is longer.

10.5. The Supplier shall, at its own expense and risk, carry out all tests necessary to verify the conformity of any replacement or repair with the Purchase Order.

10.6. In case of extreme urgency, or if within thirty (30) days from the notification of non-conformity, the Supplier has not remedied the failure to comply, the Purchaser reserves the right to remedy such failure by carrying out or having carried out by a third party, at the Supplier's expense and risk, the repair, replacement or redesign of the Supplies to be carried out under the guarantee.

10.7. In addition to the present contractual guarantee, the Purchaser benefits from all legal guarantees for their most extended duration and in particular from the legal guarantee of conformity, the guarantee of hidden defects and the guarantee due to defective products.

## 11. PRICE, INVOICING AND TERMS OF PAYMENT

11.1. Unless otherwise specified in writing in the Purchase Order or in the contract corresponding to the Purchase Order placed in compliance with these GTCP, prices are in euros, firm and non-revisable and are understood to include all taxes and costs, in particular transport, packaging, unloading, customs clearance, insurance, taxes, charges and fees, excluding VAT.

11.2. Each invoice shall be issued by the Supplier on the date of acceptance by the Purchaser of delivery of the Supplies. The Supplier's invoices must contain the mandatory information provided for by the legal and regulatory texts in force, as well as the Purchaser's Order number. Discounts, rebates and reductions must be specified. Invoices must be sent to the invoicing address indicated on the Purchase Order and must be accompanied by any documentary evidence of unreserved acceptance of the Supplies. Failure to comply with these indications will automatically result in the return of the invoices and will suspend payment and the due date, until a new complete and compliant invoice is sent.

11.3. Payments are made in accordance with the terms of the Purchase Order form and in the absence of any mention of the payment deadline, the invoice shall be paid within forty-five (45) days end of month from the date of issue of the invoice. The calculation of the forty-five (45) day period shall begin at the end of the month in which the invoice is issued.

11.4. In the event of late payment of the Supplier's invoices on their due date, except in the event of non-payment motivated by a dispute or in the event of legal security being withheld, the penalties payable by the Supplier may not exceed the amount corresponding to three (3) times the French legal interest rate. In addition, in accordance with articles L.441-10 and D.441-5 of the French Commercial Code, a fixed indemnity of forty (40) Euros per invoice will also be due in return for the recovery costs actually incurred by the Supplier.

## 12. INTELLECTUAL PROPERTY

12.1. The price includes the acquisition of the intellectual property rights relating to the elements produced by the Supplier or any possible subcontractor to meet the Purchaser's specifications, in particular, without this list being exhaustive, plans, studies, reports, models, drawings, operating instructions, technical documentation, manuals and documents (the "**Specific Elements**"). Consequently, the Supplier assigns, and guarantees the assignment by its personnel, its possible subcontractors and their personnel exclusively to the Purchaser, all rights to use the Specific Elements, in particular the rights of reproduction, representation, translation, adaptation, marketing, on all media and for all modes of use. This transfer is made for the duration of the intellectual property rights, in all countries and in all languages. This transfer of ownership is made as and when the Specific Elements are completed.

12.2. In cases where the Supplies include non-specific elements protected by intellectual property rights (in particular, plans, manuals, databases, documents and software), delivered to the Purchaser by the Supplier for the purposes of the Purchase Order, the Supplier grants the Purchaser, at no additional cost, on a personal and non-exclusive basis, a right to use and reproduce, represent, translate and adapt said non-specific elements for its own use. This licence is granted for the entire duration of the intellectual property rights, for all countries and on all media.

In the event of the transfer by the Purchaser of a material or asset incorporating or using a non-specific element, the Purchaser's right of use as defined above is transferred to the third party assignee at no additional cost.

12.3. The Supplier shall immediately notify the Purchaser in writing if its personnel make any invention, discovery or technical improvement, whether patentable or not, within the period of performance of the Purchase Order and for a period of one (1) year following the performance of the Purchase Order. The Supplier shall assign to the Purchaser any inventions made by him and shall require, where appropriate, his employees to assign them to him also in the case of inventions made by employees. The Supplier assigns to the Purchaser, who accepts, on an exclusive basis, all reproduction, representation, adaptation and translation rights attached to the creations made in connection with the Purchase Order and of which he is the author for the duration of the copyright, for all countries and all media. The Supplier shall require its employees to sign the documents necessary for the assignment of inventions with a view to obtaining their patent in all countries. The Supplier shall bear the cost of any remuneration to which its employees may be entitled by virtue of the assignment of inventions.

## 13. COUNTERFEIT

13.1. The Supplier shall be personally responsible for obtaining all useful authorisations from third parties, in particular from the holders of patents, licences and owners of registered trademarks or software, whose application or use is necessary for the performance of the Supplies. In this respect, the Supplier guarantees the Purchaser against any disputes and claims by third parties that may arise during or after the performance of the Purchase Order.

13.2. If necessary, the Supplier shall assume, at its own expense, the defence of the Purchaser against any suit or legal action brought against it, as well as the payment of compensation for damages of any kind owed by the Purchaser as a result of any suit and the costs of any advice that the Purchaser may have been obliged to incur.

13.3. In the event that the part of the Supplies thus in dispute is prohibited for use, the Supplier must, at his own expense, either replace it or modify it with a view to eliminating the infringement. The Supplier guarantees the Purchaser before, during and after the Supplies against any claim concerning the application of patents, licences, trademarks, etc., to the performance of the Supplies. All costs incurred for such disputes shall be borne by the Supplier.

## 14. ADVERTISING

14.1. Except with the Purchaser's prior written consent, the Supplier shall refrain from (i) mentioning its collaboration with the Purchaser, (ii) exploiting and/or using the Purchaser's trademarks, including logos or any other distinctive signs belonging to the Purchaser, on any medium and/or by any process whatsoever, (iii) to exploit in any way whatsoever (including to promote its business/services) the products or any other creation already belonging to the Purchaser, (iv) to reproduce or distribute editorial content such as, in particular, editorial publications, professional presentation brochures containing the trademarks and/or other distinctive signs of the Purchaser as well as the products and/or creations already belonging to the Purchaser.

## 15. CONFIDENTIAL

15.1. The term "**Confidential Information**" as used herein means : (i) the Purchase Order, (ii) any information and documentation disclosed or provided by one party to the other party, including the Purchaser's Property, (iii) any information created by the Supplier from the Purchaser's Property, and (iv) all Intellectual Property Rights of the Purchaser.

15.2. Each party (i) shall use the Confidential Information solely for the purpose of performing its contractual obligations under the Purchase Order, it being understood that the Purchaser may use such Confidential Information for the purposes of marketing, sale, use, repair, maintenance, commissioning of the goods and services provided by the Supplier, (ii) will take the same care with the Confidential Information as it takes with its own confidential information, namely at least reasonable protection against disclosure of the Confidential Information and (iii) will only pass on the Confidential Information to persons who need to know it for the performance of the Purchase Order, and in the case of the Purchaser the end customer or its consortia partners ("**Authorised Persons**"). Each party undertakes, before disclosing any Confidential Information to an Authorised Person, to inform such Authorised Person of the confidential nature of the Confidential Information and to ensure that the Authorised Person is bound by a confidentiality undertaking at least equivalent to the obligations set out under this Clause.

15.3. Information that is not considered Confidential Information is not considered to be Confidential Information if : (i) is or falls into the public domain without disclosure by the receiving party (who received the information), (ii) was freely available prior to being communicated hereunder, (iii) was communicated in a non-confidential manner by a third party which, to the knowledge of the receiving party, was not

under an obligation of confidentiality to the sending party (which discloses the information), or (iv) was prepared by the receiving party independently and without the use of Confidential Information, provided that the receiving party is able to provide written evidence of this.

15.4. The confidentiality obligations referred to in this Article relating to the protection of Confidential Information shall remain in force for a period of five (5) years from the termination of the Purchase Order, for whatever reason.

15.5. Within thirty (30) days of the termination of the Purchase Order for any reason, each party shall return to the other party or destroy (such destruction to be certified in writing to the other party) all Confidential Information and any copies thereof. Such return or destruction of the Confidential Information shall in no way affect the confidentiality obligations of the surviving parties hereunder.

15.6. Notwithstanding the foregoing, if a party is under an obligation, pursuant to legal proceedings (or any other compelling procedure), to disclose all or part of the Confidential Information, it undertakes to inform the party issuing such obligation as soon as possible, so that the latter can obtain a waiver of the disclosure request and/or waive the benefit of the provisions of this Article.

15.7. Any breach of this undertaking by either of the parties shall automatically lead to the application of a fixed compensation for each breach observed and according to the nature of the Confidential Information disclosed, i.e. : (i) elements relating to pricing (€100,000), (ii) elements relating to the characteristics of the Supplies (€70,000) and (iii) any other element constituting Confidential Information (€40,000).

## 16. SUBCONTRACTING

16.1. The Supplier may subcontract the execution of part of the Purchase Order subject to obtaining : (i) the Purchaser's prior written agreement on the choice of the Subcontractor and Supplier (to do so, the Supplier shall provide the Purchaser with the Subcontractor's social, bank or postal references) and (ii) if applicable, in accordance with the provisions of Law No. 75-1334 of December 31, 1975 relating to Subcontracting, the acceptance of each Subcontractor by the Employer, as well as the Employer's approval of the terms of payment relating to each Subcontract. The Supplier shall be personally responsible for the provision, in favour of each Subcontractor, of the sureties required by Article 14 of Law No. 75-1334 of December 31, 1975 relating to Subcontracting, without the Purchaser being accused of failing to control the provision of such sureties. If the Purchaser or the final customer were to be forced to pay a subcontractor or supplier, directly or indirectly, of the Supplier, the Purchaser shall be authorised to offset the sums thus paid against any amounts still owed to the Supplier.

16.2. The Supplier is obliged to inform its own suppliers and subcontractors of these GCP and the provisions of the Purchase Order that apply to their obligations. The approval of the subcontractor does not release the Supplier from its contractual obligations and responsibilities vis-à-vis the Purchaser.

## 17. COMPLIANCE WITH REGULATIONS

17.1. The Supplier undertakes to carry out, at its own expense, all the formalities and obligations imposed by the regulations and laws in force at the time of the Purchase Order and in the country for which the Supplies are intended, in particular with regard to safety, the environment and labour law. It also undertakes to ensure that its own suppliers comply with them. The Supplier guarantees to transmit Supplies with the expected safety and conformity. The Supplier's personnel remains in all circumstances under its exclusive subordination, which alone has a power of direction and control over its employees. The Supplier therefore ensures, in its capacity as employer, the administrative, accounting and social management of the employees involved in the execution of the Purchase Order for the Supplies and undertakes to ensure that these obligations are respected in the event that it subcontracts.

17.2. For any intervention on the Purchaser's premises, the Supplier's staff undertakes to comply with the health and safety rules as previously transmitted to it and guarantees compliance with these texts by its subcontractors. In particular, the Supplier and its subcontractors shall ensure compliance with the provisions of Decree No. 92158 of February 20, 1992 setting out the special health and safety requirements applicable to work carried out in an establishment by an outside company (Articles R. 4511 to 4515-11 of the French Labour Code).

17.3. The Supplier is responsible for its staff to be affiliated to all social organisations and to be fully responsible for the labour legislation. In this respect, the Supplier certifies that it has made the declarations required by the social protection bodies and that it does not resort to concealed work as defined in articles L.8221-3 and 5 of the Labour Code. In the event that the Supplier has recourse to a subcontractor, it undertakes to ensure that this subcontractor strictly complies with the above-mentioned legal provisions. 17.4. In accordance with the legal provisions on the prevention and repression of clandestine work, the Supplier undertakes to provide the Purchaser with the following information on request, before any Purchase Order is placed and every six (6) months until the end of its execution if its duration exceeds six (6) months :

- A certificate of provision of social declarations and payment of social security contributions from the social protection body responsible for the collection of social security contributions (URSSAF) less than six (6) months old;
- An extract of the entry in the Trade and Companies Register (K-Bis extract), less than three (3) months old;
- A nominative list of foreign employees subject to the work permit provided for in Article L.5221-2 of the Labour Code, specifying for each employee: the date of employment, nationality, type and serial number of the title valid as a work permit.

## 18. LIABILITY

18.1. The Supplier is bound towards the Purchaser to an obligation of result and assumes full responsibility for the Supplies. He shall remain solely responsible for the proper performance of the Purchase Order for which he is responsible and shall bear all risks and costs of a total or partial non-performance of the Order.

18.2. The Supplier shall be fully liable for all destruction, loss, damage, which has been caused by the Supplier, occurring to any Supplies, object of the Purchase Order, whether or not intended to be incorporated into a work, goods, materials, machinery, equipment, supplies, including the defective part, until the acceptance of the Supplies by the Purchaser.

18.3. The Supplier shall be liable, even in the event of damage due to force majeure, insofar as he has not notified the department issuing the order in writing within ten (10) days of the event in question.

18.4. After acceptance of the Supplies, it shall remain liable for any damage that may occur within the framework of the contractual guarantee obligation incumbent upon it in accordance with Article 10 of the GTCP.

18.5. The Supplier shall be liable for the consequences of its civil liability, whether contractual or extra-contractual, and that of its subcontractors and suppliers, for all bodily injury and material and/or immaterial damage caused to third parties, including the Purchaser and its employees, arising from or occurring in connection with the fact or performance of the Supplies.

## 19. INSURANCE

19.1. The Supplier shall take out and maintain in force throughout the period of validity of the Order or the contract referring to the GCP, and with a company known to be solvent, an insurance policy guaranteeing, for sufficient amounts and guarantees, the consequences vis-à-vis the Purchaser or third parties of its liability for all bodily injury, and/or material and/or immaterial damage, whether or not consequential.

19.2. The Supplier undertakes to pay all insurance premiums during this period and to produce, at the Purchaser's first request, a certificate from its insurer or broker certifying the existence of the insurance policies taken out, the capital insured, the nature of the cover and the guarantee period of the policy or policies. The Supplier must inform the Purchaser of any changes, suspension or cancellation of its insurance policies.

19.3. The indication of the amounts guaranteed in the insurance policy does not in any way constitute a waiver by the Purchaser against the Supplier beyond the said amounts, nor any limitation of liability.

19.4. Under no circumstances shall the deductible under this policy be enforceable against the Purchaser, it shall remain at the Supplier's expense.

## 20. ENTRY INTO FORCE

20.1. The Order shall take effect as from its acceptance in accordance with Article 2 of the GTCP. This date is the starting point for the Supplier's performance deadlines. The Order shall terminate when the parties have fulfilled their contractual and legal obligations, except in the event of termination as provided for in Article 22 of the GTCP.

## 21. FORCE MAJEURE

21.1 If either party is prevented or delayed in the performance of one of its obligations under the Order by an event which it considers to be an event of force majeure, it must immediately notify the other party by email - confirmed by registered letter with acknowledgement of receipt - of this event, its circumstances and its foreseeable consequences on the performance of the Order.

21.2. The party invoking an event of force majeure shall make every effort to reduce as far as possible the harmful effects resulting from this situation.

21.3. Neither of the parties has failed in its contractual obligations insofar as their non-performance is the result of an event of force majeure as recognised by law or jurisprudence. Force majeure only releases the party invoking it from its contractual obligations to the extent and for the time that it is prevented from performing them. Each party shall bear all costs incurred by it as a result of the event of force majeure.

21.4. If the event of force majeure lasts for more than fifteen (15) consecutive calendar days, the party to which the force majeure is opposed may immediately and ipso jure terminate the Order without compensation. The Supplier shall reimburse the Purchaser for any sums already paid in advance in respect of the Order that do not correspond to Supplies delivered or executed on the date of the event of force majeure.

## 22. TERMINATION

22.1. The Purchaser may, at any time, give notice of termination of all or part of the Order, without having to justify its reasons. In such a case, the Parties shall negotiate the compensation awarded to the Supplier on the basis of the reasonable costs directly caused by such termination and the value of the Supplies delivered by the Supplier, provided that such Supplies comply with the terms of the Order. Any claim for compensation from the Supplier shall be accompanied by evidence supporting such claim. The Supplier shall have a period of thirty (30) days following receipt of the notice of termination to make any claim. No claim will be admissible beyond this period.

22.2. The Supplier's compliance with deadlines is an essential condition of the Order. The Purchaser shall be entitled to terminate all or part of the Order by operation of law if the Supplier is late in performing the Order to such an extent that it will manifestly not allow the Order to be performed within the contractual time limits, or if the Supplier substantially or repeatedly fails to fulfil any of its obligations under the Order. Such termination shall take effect only if the Supplier has not fully remedied its default within ten (10) days following receipt of a formal notice to perform sent to it by the Purchaser.

22.3. On the other hand, any termination for non-compliance by the Supplier with the laws and regulations applicable to it, to its business in general and to the Supplies subject to the Order, to its obligations of confidentiality, protection of personal data and publicity, shall take effect immediately upon receipt of the notice of termination.

22.4. Unless otherwise decided by the Purchaser, upon receipt of the notice of termination of the Order and without prejudice to any damages that the Purchaser may claim as compensation for the loss suffered, the Supplier shall as soon as possible : (a) cease performing all or part of the Order as indicated in the notice of termination of the Order; (b) refrain from entering into new subcontracts or placing new orders with respect to the terminated part of the Order; and (c) deliver to the Purchaser the completed or current Supplies, including all plans, drawings, specifications and documents necessary for the full completion of the Order or drawn up in connection with the performance of the Order.

## 23. DISPOSAL AND CHANGE OF CONTROL

23.1. Unless otherwise provided for by public policy, and subject, where applicable, to the notification provided for in Article 1216 of the French Civil Code, the assignment of part of the Supplier's rights and obligations (including by change of control) under the Order shall require the prior written consent of the Purchaser, which may not be withheld or delayed without reasonable cause, on pain of absolute nullity.

## 24. INDEPENDENCE AND TURNOVER THRESHOLD

24.1. The Supplier and the Purchaser each declare that they are independent professionals and none of the stipulations of these GTC claim or may be interpreted as calling into question their total independence from each other. The Supplier undertakes to maintain the diversification of its activities and its co-contractors, both in terms of value and volume, throughout its commercial relationship with the Purchaser in order to prevent any situation of economic dependence on the Purchaser.

24.2. The Supplier undertakes to inform the Purchaser without delay, by LRAR, as soon as the total turnover that the Supplier achieves with the Purchaser exceeds twenty percent (20%) of the Supplier's total turnover over one year.

## 25. NON-EXCLUSIVE

25.1. The Order does not entail the benefit of any exclusivity for the Supplier. The Purchaser reserves the right to call upon other suppliers to supply it with the same types of Supplies without any liability on the part of the Purchaser vis-à-vis the Supplier.

## 26. PERSONAL DATA

26.1. In the context of their contractual relations, the parties undertake to comply with the applicable law relating to personal data and in particular Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

## 27. NON-WAIVER - NULLITY

27.1. The Purchaser's failure to react in the event of non-compliance by the Supplier with one or more clauses of the GCP cannot be considered as a waiver by the Purchaser to invoke them.

27.2. In the event that one of the clauses of the GTCP is declared null and void or does not comply with the regulations in force, the validity of all the other clauses of the GTCP shall not be affected.

## 28. APPLICABLE LAW AND JURISDICTION

28.1. All Orders, regardless of their form, are governed by the provisions of French law, to the exclusion of conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (1980), known as the "Vienna Convention".

28.2. With a view to jointly finding a solution to any dispute to which the GTCP may give rise, the parties agree to meet within fifteen (15) days from the sending of a registered letter with acknowledgement of receipt, notified by one of the two parties. This attempt to reach an amicable settlement is a mandatory prerequisite for the introduction of legal action between the parties. Any legal action brought in breach of this clause will be declared inadmissible. However, if at the end of a period of two (2) months, the parties are unable to agree on a compromise or a solution, the dispute will be submitted to the jurisdiction of the courts designated below. **Thus, any dispute relating to the validity, existence, interpretation, performance, termination, cessation of the Order or arising from the Order or any post-contractual dispute, which is not resolved amicably, shall be subject to the exclusive jurisdiction of the Tribunal Judiciaire de Mulhouse, even in the event of an appeal, summary proceedings, appeal on warranty or in the event of multiple defendants.**

"Read and approved " Signature      Commercial      Stamp Name and quality