

# GENERAL TERMS OF PURCHASE OF ROQUETTE FRÈRES (« GTP»)



## 1. PURPOSE

1.1. Subject to any Particular Terms of Purchase agreed between Purchaser and Supplier in the Order, these General Terms of Purchase and its Appendices (“GTP”) determine the terms and conditions applicable to any Order placed by **ROQUETTE FRÈRES**, whether or not on behalf of its Affiliate(s) (individually a “Purchaser” and collectively “Purchasers”). By confirming any Order referencing these GTP as an applicable document, Supplier hereby irrevocably agrees to the following: i) full acceptance of the GTP, and ii) compliance with legal and regulatory requirements applicable to the performance of the Order. Each Purchaser shall be solely responsible for the performance of its own obligations under each Order. When ROQUETTE FRÈRES acts on behalf of its affiliated companies, it is merely to simplify the signature of an Order, and a Purchaser shall, in no event be responsible or liable for any action or omission of another Purchaser.

1.2. Following due consideration of Supplier’s commercial proposal and general terms of sale, Supplier and Purchaser hereby expressly agree that the terms and conditions of the Order have been subject to negotiation. These GTP together with the Order form the entire agreement between the Parties.

## 2. DEFINITIONS

2.1. “**Affiliate**”: any company directly or indirectly (a) owning or/and controlling a Party or (b) controlled by a Party or (c) under common control with this Party, where “own” means ownership of 50% or more of the equity shares, and “control” means ownership of 50% or more of the voting rights;

2.2. “**Appendix**” or “**Appendices**”: means the documents annexed to these GTP and which shall form an integral part of the Order.

2.3. “**Order**” means any and all purchase order(s) and amendments thereto, placed by Purchaser under these GTP. An Order may be composed of an open Order associated with call-ups, in which case, the call ups will specify the quantities and Delivery dates for the Items.

2.4. “**Force Majeure**” is defined as any unforeseen, and unavoidable and external event, which prevents a Party from performing its obligations as per Article 1218 of the French Civil Code. The following events are not cases of *Force Majeure*: labor

2.5. strikes, initiation of bankruptcy or receivership, the imposition of court appointed management, or breach or failure of a subcontractor.

2.6. “**Items**” refers to goods or services provided by Supplier under the Order.

2.7. “**Particular Terms of Purchase**” means the deviations that could be negotiated by the Parties as an exception to these GTP.

2.8. “**Supplier Quality Agreement**” means an agreement incorporated by reference in any Order between Purchaser and Supplier defining the minimum quality requirements expected by Purchaser.

2.9. “**Specifications**” means the requirements of Purchaser as communicated from time to time to Supplier.

## 3. ISSUING, ACCEPTANCE AND MODIFICATION OF ORDERS

3.1. **Issuing**. Purchaser may place Orders over the internet, by mail, fax, electronic data exchange or any other means. The Parties agree that these GTP, the Orders, or any other document may be in electronic form (fax, digital copy sent by email, or electronic signature by the use of a method such as the DocuSign process) and that they have, in electronic form, the value of originals.

3.2. Under no circumstances does an Order give Supplier exclusivity for the supply of any Item.

3.3. **Acceptance**. Unless notified otherwise by Supplier to Purchaser within two (2) working days of the Order being sent, an Order shall be deemed accepted without reservation by the Parties.

3.4. **Modification**. Any modification of an Order must be in writing shall be in the form of an addendum or an amendment, which is subject to the above-mentioned procedure (as further described in §3.1 and §3.2).

## 4. MODIFICATIONS AND EXEMPTIONS

Each time a Party anticipate a change in the scope of services of an Order, or the Price, or the calendar thereof a Party may submit proposals for the modification of the Item to the other Party. Modifications directly resulting from (i) Supplier's failure to comply with the Order, or (ii) a change in national or international norms, standards or any other requirement of a legal or

regulatory nature affecting only the Item, shall be at the expense of Supplier. Other modifications shall be subject to a detailed quote and will be negotiated in good faith by the Parties. Any proposal for modification presented by Supplier shall be accompanied by a technical justification and if applicable an amended delivery schedule and price proposal. Purchaser shall be free to accept or refuse such proposal. Supplier undertakes to implement all modifications notified by Purchaser, and shall not implement a modification without the prior written consent of Purchaser, otherwise such modification may be at Supplier’s cost. Any deviation to the initial schedule or price shall be documented and Supplier shall make its best endeavors to minimize the effects of any modification on the agreed schedule or Price.

## 5. DELIVERY TIMES

5.1. **Deadlines**. Time is of the essence for the performance of the Order. Supplier shall notify Purchaser immediately of any event which could lead to a delay in the performance of the Order, and shall set out, and agree with Purchaser, a corrective action plan to minimize such delay(s).

5.2. **Delay**. Any delay by Supplier shall be deemed a material breach of these GTP except in the event of *Force Majeure*. Purchaser must be notified of all cases of *Force Majeure* as soon as practicably reasonable. Under all circumstances, Supplier shall make its best efforts to limit the harmful consequences of a case of *Force Majeure*.

**Liquidated Damages**. Any delay in delivery shall, *ipso jure*, be subject to the application of liquidated damages on Supplier without any prior written notice or formalities, at a rate of 1% of the total value of the Order per calendar day for the duration of the delay. Purchaser reserves the right to claim additional remedies and damages for the delay from a Supplier in the event its actual loss exceeds the amount of liquidated damages.

## 6. DELIVERY, TRANSFER OF RISK AND TITLE, ACCEPTANCE

6.1. The delivery shall be made in compliance with ICC Incoterms® 2020. Unless otherwise specified in the Order or in the Specifications Supplier shall make the delivery DDP to the site of Purchaser.

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6.2. The transfer of risks shall occur as per the applicable Incoterm®; Title shall pass upon payment of the relevant item.

6.3. The Item must be delivered with all the documentation required for its use, storage and maintenance (if applicable), as well as a delivery slip, featuring the Order number, full description and quantities, as well as the place of delivery.

6.4. For the purchase of food, feed or pharmaceutical-grade Items, Supplier shall comply with all applicable regulations on packaging standards.

6.5. Where applicable, the receipt slip provided to the transporter (or Supplier as the case may be) by Purchaser does not constitute acceptance of the delivered Items. Deliveries of Items shall not be deemed accepted until Purchaser has had full opportunity to inspect the relevant Item and conduct all testing to check if the Items match with the Specifications or otherwise, in accordance with Purchaser's standard technical acceptance process. Such inspection and testing will be done within a reasonable time following delivery unless a specific time frame is contained in the Order or Specifications. Purchaser may, at its discretion and without prejudice to any claim for remedies and damages, either refuse non-compliant Items and demand their replacement or reiteration, free of charge, or cancel all or part of the Order and demand the reimbursement of amounts already paid or costs incurred. In the event the Items are rejected, Purchaser shall i) hold a possessory lien over the said non-compliant Items until the full reimbursement of the amounts owed by Supplier and ii) be free to bill the administrative costs generated by the processing of the observed instances of quality non-compliance at a minimum fixed rate of 300 EUROS per non-conforming Item where it is detected in Purchaser's premises; or - 1000 EUROS where the non-conformity is detected after delivery of the products or services on which the Item is integrated to a customer;

Purchaser is entitled to refuse any Item delivery which does not match the amounts/quantities specified in the Order (insufficient or surplus amounts). The potential return of Items shall be conducted at the expense and risks of Supplier.

## 7. SPECIFIC GOODS, TOOLINGS AND EQUIPMENT FINANCED OR MADE AVAILABLE AS PART OF THE ORDER

7.1. Specific goods and equipment made available for the performance of the Order, either directly by Purchaser to Supplier or manufactured by Supplier on behalf of and at the expense of Purchaser, in full or in part, shall be the property of Purchaser and must be marked by Supplier to indicate this ownership. Such goods and equipment shall be fully insured by Supplier until these are delivered to Purchaser. Unless express agreement is provided by Purchaser, the said equipment must be used only for the performance of the Order and returned to Purchaser upon request, without Supplier being entitled to any possessory lien. Potential repairs and maintenance of the said equipment and goods shall be carried out by Supplier. Supplier undertakes to i) maintain specific goods and equipment in a normal operating condition, as necessary for the performance of the Order, and ii) replace them at no additional expense to Purchaser.

## 8. ETHICS AND COMPLIANCE

8.1. Supplier represents and warrants its compliance with all tax, anti-money laundering, export control and economic sanctions, anti-corruption and anti-bribery laws and regulations.

8.2. Supplier represents on behalf of itself and its partners, employees, agents, representatives, officers, directors, and managers, that i) no payment or transfer will be allowed in relation to corruption, public or commercial bribery, or any conduct that may be seen or construed as breaching any applicable Anti-Bribery and Corruption ("ABC") regulations, ii) Supplier will not accept or allow any kind of extortion, bribery, money laundering, unfair competition or commercial practice or any tort or improper act to carry out its business or obtain any other benefit.

8.3. Supplier warrants to adhere to Purchaser's Supplier Code of Conduct (Appendix 1).

8.4. Supplier represents and warrants that none of its activities constitute a breach of any applicable ABC regulations and that it is not under any investigation for breaching any applicable ABC regulations.

8.5. The Parties shall work with reliable partners not included in any government-published restrictions or prohibition lists.

8.6. Purchaser shall be allowed to audit at any time Supplier either directly or through an independent third-party under the conditions set forth in §10.4.

8.7. In case Supplier is not complying with such ABC regulations Purchaser will be entitled to i) request Supplier to implement appropriate policies and processes within a reasonable timeframe; or (ii) suspend and/or terminate (as per §15.1) any ongoing Order at Supplier's fault.

## 9. TECHNICAL FAILURE OF SUPPLIER

9.1. Supplier shall, within 24 hours of its detection, inform Purchaser of any fault or incident related to the Item which could have consequences for the Item or the provision of the said Item.

9.2. If Supplier is unable to meet the technical requirements of the Order, Purchaser shall be allowed to (i) involve a third party, at Supplier's expense, which would be tasked with facilitating the continued performance of the Order, in lieu and in the place of Supplier, (ii) or terminate the Order.

## 10. QUALITY - AUDITS

10.1. **General.** Supplier warrants it has the expertise, resources and organization required to meet technical, commercial, logistical, security and quality requirements of the Order.

10.2. **Major Changes.** Supplier must inform Purchaser of any major change regarding (i) their legal situation (including notably their shareholders), (ii) their organization, (iii) their premises or resources, (iv) their scope of activity, (v) their certificates, qualifications and authorizations or (vi) their manufacturing process. If Purchaser deems that (i) this change may affect the performance of Supplier's obligations as set out in the Order, or that (ii) the commercial position of Purchaser is threatened due to this change, or that (iii) this change creates a conflict of interest with Purchaser, then Purchaser is entitled to terminate any Order.

10.3. **Purchaser's quality requirements.** For Items used or involved in the manufacturing or supply chain process, compliance with Supplier Quality Agreement terms and conditions- is a material obligation of Supplier.

10.4. **Audits:** Provided it informs Supplier five (5) calendar days in advance, Purchaser shall be entitled to conduct audits at the facilities of Supplier or its subcontractors, or at any other site.

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Such prior notice shall not apply in case of proven or suspected major breach in the performance has occurred. Such audits may cover compliance with any of Supplier's obligations, including but not limited to contractual, regulatory, safety, manufacturing, quality, ethics and compliance requirements and best practices in the industry. Information obtained shall not be used for purposes other than the audit and its consequences. Upon request, Supplier shall make available to Purchaser all relevant documents pertaining to the performance of the Order. In the event of a non-compliance of Supplier is discovered, the costs of the audit or assessment can be partially or fully borne by Supplier. Such audits and/or quality controls shall not lessen Supplier's responsibility, in particular with regard to the extent of its own controls, and shall not affect Purchaser's right to refuse acceptance or take delivery of all or any portion of the Items. Supplier shall provide to Purchaser all assistance necessary for carrying out such audits and/or quality controls.

## 11. WARRANTIES

**11.1. Duty to inform.** Supplier undertakes to inform Purchaser of the required conditions (including technical conditions) for the performance or delivery of the Supply and to inform, advise and warn Purchaser, whatever the Purchaser's level of skills.

**11.2.** Before submitting a bid, performing or delivering any Order, Supplier shall proceed with a careful examination of the information provided by Purchaser and shall request from Purchaser any documents or information that may be lacking.

**11.3.** Supplier shall inform Purchaser without delay of any and all irregularities, omissions, contradictions and inconsistencies between the information provided by Purchaser and the best industry standards. Supplier shall also inform Purchaser without delay of any and all circumstances which may prevent the good performance of the Order. Failure to inform the Customer as above mentioned shall preclude Supplier from any right of recourse in relation thereto.

**11.4. Diversified customer base.** Supplier shall use all reasonable efforts to ensure it achieves a diversified customer base. Supplier warrants that at no point in time it shall become dependent on Orders from Purchaser to sustain Supplier's business.

**11.5. Commercial warranty for services** –Supplier warrants that the Item and if applicable each part/deliverable thereof shall, as from

the time of its acceptance by Purchaser as determined according to §6.5, be compliant with the Specifications, in compliance with the industry and technical standards, and, suited to its intended use and exempt from any Item faults.

**11.6. Manufacturing Warranty** –Supplier warrants to Purchaser, that the Item and each part thereof (i) have been and will be manufactured according to the Specifications with all the skill and care to be expected of appropriately qualified and experienced professionals with experience in carrying out works of a similar type, nature and complexity to the Item; (ii) will be manufactured as per the standards referred to in the Specifications and as per the state of the art. Each and every part or parts thereof shall be fit for the purposes for which they are intended (awareness of which purposes Supplier acknowledges) and in particular, but without limitation, shall be fit for the period specified in the Specifications, in a safe, economic and efficient manner and free from any risk to the health and well-being of persons using it or involved in the operation and management thereof and from any avoidable risk of pollution, nuisance, interference or hazard (iii) comply with all performances as agreed by the Parties).

**11.7. Declaration:** Supplier hereby warrants that the manufacturing and supply of the Items shall be performed as per applicable laws and the Specifications.

**11.8. Claims:** Supplier shall, at Purchaser's discretion, promptly repair/reiterate or replace any defective or non-conforming Item, at no cost to Purchaser, when a claim by Purchaser alleging such defect or non-conformance is made within the period starting from the acceptance of the Item and lasting for a period as defined in the Order or by default twenty-four months (24) months therefrom. As part of the warranties set out in this Article, Supplier shall, at the discretion of Purchaser, (i) immediately replace/reiterate a faulty Item, or make it suitable for its intended purpose, at no expense to Purchaser, or (ii) reimburse Purchaser, or (iii) involve a third party in lieu and in place of Supplier, to continue the performance of the Order, at the expense of Supplier. All individual Items subject to repair, reiteration or replacement shall benefit from a new warranty period as from completion of the said repair/reiteration or replacement. Supplier agrees hereby to indemnify Purchaser for all losses and costs, including damages suffered as a consequence

therefrom, sustained by Purchaser and its customers as a result of the unavailability, the degraded performance or non-compliance of the Item. In addition, Supplier undertakes to compensate Purchaser for all costs and damages suffered by the latter due to the breach of warranties. The indemnification due by Supplier to Purchaser shall cover all costs incurred as a result of the non-conformity of the Item and shall include, without limitation, the costs of: root cause analysis, expertise and tests, any safeguard measures taken by Purchaser and by customers, transportation, dedicated personnel overcharges, any delivery delay incurred by the unavailability of the Item, any loss of production or revenues incurred as a consequence of the defect.

## 12. INVOICING – PAYMENT

**12.1. Prices.** Unless otherwise mentioned in the Order, the prices of the Order are fixed. They cover the entirety of the service or transaction for the duration of the Order.

**12.2. Invoicing.** The invoice shall be issued in the name of Supplier's entity mentioned in the Order. Invoices shall be sent to Purchaser's address as specified in the Order. Each invoice shall only relate to a single Order and specify the corresponding Order number and the explicit acceptance by Purchaser.

**12.3. Payment.** The payment time for invoices shall be 45 days, end of month, from the invoice date, as follows: end of the month in which the invoice is issued, plus 45 days. As an exception, (i) invoices for transportation services shall be due 30 days net from the invoice date and (ii) summary invoices shall be due 45 days net from the invoice date. Unless otherwise agreed, Supplier may issue its invoice from the delivery date onwards.

**12.4. Late payment penalties.** Any delay in payment shall, *ipso jure*, lead to the imposition of (i) a penalty for late payment, payable the day after the payment date specified on the bill provided payment was actually due, and calculated on the basis of three times the legal interest rate and (ii) a flat rate of 40 euros.

**13. PROGRESS PLAN** Supplier shall propose optimization measures that generate savings by proposing improvements in processes and resources to carry out the Orders. The implementation of these measures will be subject to the prior written consent of Purchaser. The savings generated by these optimizations will be distributed between Supplier and Customer,

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according to conditions defined in the Order. A productivity plan, proposed by Supplier, will thus be agreed by Supplier and Customer. Unless otherwise agreed in the Order, Supplier undertakes to propose a minimum productivity of 5% per year at constant scope.

## 14. LIABILITY AND INSURANCE

14.1. **General liability.** Supplier undertakes to provide compensation for all damages suffered by Purchaser when these damages are the result of full or partial failure to observe or comply with one or more of its obligations under these GTP, any Order, or at law. In particular, Supplier shall be liable for all direct and indirect or consequential losses, damages and expenses (including legal fees) incurred by Purchaser as a consequence of any failure or omission by Supplier, including non-exhaustively (i) all internal costs (ii), any amount to be paid by Purchaser to its customers (iii) all fees related to the involvement of a third party required by Purchaser to fulfill or correct the Order in lieu and in place of Supplier, and (iv) all losses of revenue, profits, or production incurred by Purchaser as a consequence of such failure or omission.

14.2. **Insurance.** Supplier undertakes to take out the following insurance coverage: a comprehensive general liability insurance policy (including product liability, error and omission and/or professional liability and other damages caused to third parties and property), for a minimum amount of five (5) million euros per occurrence and coverage of bodily injury in the amount of at least ten (10) million euros per occurrence, an insurance for goods entrusted to them for the execution of the Order with a coverage equivalent to the full replacement value of the equipment.

14.3. Supplier undertakes to provide Purchaser with insurance certificates specifying the coverage amounts, and various categories of damages covered, and naming Purchaser as the direct beneficiary of compensation in the event of damage to their goods, without the possibility of deducting the deductible applicable to Supplier from the said compensation. Under no circumstances may the deductibles applicable to Supplier be applicable to Purchaser. Supplier shall notify Purchaser of any incident within twenty-four (24) hours of its occurrence, it being understood that if a forfeiture is imposed by Supplier's insurers

through the fault of Supplier, the resulting costs of the incident shall be borne by Supplier. Supplier undertakes to ensure that its insurers fully accept the provisions of this article.

14.4. Supplier's insurance coverage may in no way be construed as a limitation of Supplier's liability and Purchaser reserves the right to claim sums over and above the said amounts.

14.5. The amount of compensation which Purchaser could pay as a result of its overall liability with regards to Supplier in relation to an Order shall be limited in aggregate to the amounts actually paid by Purchaser to Supplier for the performance of the Order.

14.6. Notwithstanding anything herein to the contrary, Parties' limitations of liability exclude any intellectual property infringement, personal injury, and bodily injury, recklessness or willful misconduct, security, regulatory and legal, or confidentiality breaches.

## 15. TERMINATION

15.1. Any Order or series of Orders may be fully or partly terminated by registered letter by Purchaser in case of:

- full or partial failure to perform any obligation, or
- Supplier assigns an Order in violation of these GTP, or
- change in control of Supplier, which could, in Purchaser's opinion, adversely impact or be detrimental to Purchaser, or
- force majeure lasting more than thirty days in aggregate in a given civil year, or
- breach of a law or regulation.

In addition to the abovementioned termination right, Purchaser may require Supplier to indemnify it for all costs or expenses incurred as a result of a default or delay, including any additional costs or damages incurred for entrusting the performance of the Order to a third party.

15.2. In the absence of any failure of Supplier, Purchaser may at any time terminate any Order in whole or in part, subject to the payment to Supplier of all direct amounts due at the date of termination of the Order(s) for the Items successfully completed and accepted (acceptance not to be unreasonably withheld) at the date of such termination ("**Termination Lump Sum Amount**"). Such Termination Lump Sum Amount shall be the sole right and remedy of Supplier on account of such termination.

15.3. Supplier shall, within seven (7) days of receipt of the termination notice, put at the disposal of Purchaser or of a third party appointed by Purchaser the finished part of the Items, including without limitation the documents used for the carrying out of the Items, any data, books, manuals, plans, information, developments etc. in connection with the performance of the Order. Supplier shall also assign to Purchaser all the rights arising under sub-contracting agreements entered into by Supplier in connection with the Contract.

15.4. The termination of an Order for any reason shall be without prejudice to the rights and obligations accrued up to and including the date of such termination.

15.5. In case of termination of an Order, Supplier, at Customer's request, shall promptly proceed with operations such as to allow Purchaser to take over the Items, directly or indirectly, under the best conditions and over such period as may be required, in order to ensure continuity in the supply or performance of the Item and not to disrupt Purchaser's activity.

## 16. CONFIDENTIALITY AND PUBLICITY

16.1. **Confidentiality** Supplier undertakes to keep confidential, for the duration of the Order and five (5) years after its expiry and/or termination, information of any nature and in any form which has been made accessible by Purchaser during the pre-contractual phase, as well as during the performance of the Order. For the above-mentioned time period, Supplier is prohibited, unless otherwise authorized by Purchaser, from (i) divulging the confidential information to third parties, (ii) using confidential information to reproduce, or allow a third party to reproduce, the Items, similar products or related products, or for any other purpose than the performance of the Order. This obligation is a result-based obligation. Supplier undertakes to refrain from disclosing Purchaser's confidential information required by its employees to fulfill the Order. In addition, Supplier shall ensure their personnel and potential sub-contractors observe the confidential nature of the said information, and the same level of confidentiality in the treatment of confidential information.

16.2. **Publicity** – Under no circumstances may Orders give rise to direct or indirect publicity without the prior and written authorization of Purchaser.

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## 17. INTELLECTUAL AND INDUSTRIAL PROPERTY

17.1. **Proprietary Knowledge** – All Parties shall maintain legal ownership of their proprietary knowledge, including but not limited to all elements of know-how, information (processes, knowledge, methods, algorithms, specifications, data, etc.), software, intellectual property rights and titles held or controlled prior to the Order, or obtained, created or developed independently from the Order. If the use of Supplier's proprietary knowledge proves to be necessary for the use of the Items, Supplier shall grant Purchaser an unlimited, assignable, non-exclusive, worldwide and free license to use.

17.2. **Ownership of Foreground IP** – Purchaser shall have full ownership of all the results and/or items resulting from the performance of the Order, including any inventions, documents, software, equipment, information, data and specific know-how (technical or otherwise) (hereinafter the "**Foreground IP**"). As needed, Supplier undertakes to transfer ownership of the said Foreground IP to Purchaser, without any additional costs, and for all relevant countries.

17.3. **Infringement.** Supplier shall indemnify Purchaser against any infringement claims from third parties in terms of Intellectual or Industrial Property related to the Items which Supplier uses or delivers to Purchaser or end customer as part of the Order. This indemnification shall cover any claims, damages, proceedings, rulings, expenses and costs (including legal fees) arising from an infringement of rights by Supplier. In addition, Supplier shall at its own expense: either obtain for Purchaser and/or the end customers the right to continue to use the delivered Items, or replace or modify them so they cease to be infringing, while continuing to fulfill the purpose initially set out in the Order. These indemnity clauses and related obligations shall remain in effect as long as the delivered Items are used by Purchaser or the end-customer.

## 18. ASSIGNMENT – SUBCONTRACTING

18.1. Supplier may not assign, transfer or sub-contract its rights and obligations under the Order, free of charge or against payment, except with the prior written agreement of Purchaser.

18.2. However, Purchaser has the right to assign or transfer all or part of its rights and obligations to a third party.

## 19. EXPORT CONTROL

19.1. The Items, some of their components or the data delivered to Purchaser as part of the Order (hereinafter "**Deliverables**") may be subject to export and re-export restrictions, due to various legislation on export control (hereinafter together the "**Export Control Regulations**"). The Parties recognize that compliance with Export Control Regulations is a material obligation for Supplier as part of the performance of the Order and that any breach thereof is a gross negligence.

19.2. When all or part of the Items part of the Order are subject to Export Control Regulations, Supplier shall be responsible for obtaining, at no additional cost to Purchaser, all official authorizations and permits required by law and regulations. Supplier shall ensure that an export permit is granted by the competent authorities in a timely manner, to ensure the Items can be handed over by Purchaser to its customers – as applicable. In addition, for all Deliverables Supplier undertakes to provide Purchaser with the references and classification of the Items subject to Export Control Regulations before the Order.

## 20. APPLICABLE LAW – JURISDICTION

20.1. These GTP and Orders are governed by French law.

20.2. Any dispute related to the interpretation, performance and/or termination of an Order which Purchaser and Supplier cannot resolve amicably within 30 working days of the date of its occurrence shall be referred to the *Tribunal de Commerce de Paris* [Commercial Court of Paris]. The Parties specifically disclaim the application to any Order of the United Nations Convention on Contracts for the International Sale of Goods.

## 21. SECURITY – DATA PROTECTION

21.1. Both Parties undertake to act in compliance with the rules on the protection of individuals regarding the processing of personal data and in particular under the terms of 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, and repealing Directive 95/46/EC ("**General Data Protection Regulation**").

21.2. Supplier shall comply with Purchaser's security requirements and take all appropriate measures not to compromise the safety,

security and integrity of the system, data, network, premises and/or personnel of Purchaser and its Affiliates. In particular, Supplier is responsible for the integrity and security of the data that it stores and/or which it controls as part of the Order.

21.3. Supplier undertakes to immediately inform Purchaser in writing of any risks related to the foregoing and to take immediately, at its own costs, all measures necessary to protect data it controls, restore the security and integrity of Purchaser's or its own systems and to fix any errors or breaches of security therein.

Supplier shall take all necessary precautions to prevent the introduction of any malicious program into Purchaser's systems. In the event of the introduction of any malicious program into Purchaser's systems attributable to Supplier, Supplier shall indemnify Purchaser and its Affiliates of all related costs and/or damages.

## 22. GENERAL

22.1. Unless otherwise specified, the rights and remedies described herein shall be on a non-exclusive basis.

22.2. The Parties exclude the application of Article 1195 of the French Civil Code.

22.3. Any provision declared null and void according to applicable law or following a court ruling shall not be applicable and shall not affect the validity of the other provisions contained herein.

22.4. These GTP are for the sole benefit of the Parties hereto. They confer no rights, benefits, or claims upon any person or entity not a party hereto. However, it is agreed that provisions of these GTP shall inure to the Parties' respective successors and permitted assignees.

22.5. Any provision of these GTP that contemplates performance or observance subsequent to termination or expiration of an Order will survive termination or expiration of such Order, as applicable, and continue in full force and effect thereafter.

## 23. APPENDICES - PRECEDENCE

These GTP are supplemented by Appendices, as detailed hereunder which are deemed integrated herein by reference. In the event of any conflict between these GTP or an Order, the order of precedence shall be as follows: (a) In relation to Item

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prices, quantities, and delivery dates, the Order; (b) For all other matters, and subject to Particular Terms of Purchase- these GTP.

APPENDIX 1 – SUPPLIER CODE OF CONDUCT

APPENDIX 2 – SUPPLIER'S INSURANCE CERTIFICATE

APPENDIX 3 - CHARTER FOR SUPPLIERS INTERVENING ON SITE (**AS APPLICABLE\***)

APPENDIX 4 – SUPPLIER QUALITY AGREEMENT (**AS APPLICABLE\***)

Duly approved and signed on this day \_\_\_\_\_ in two original counterparts/by electronic signature by the Parties:

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
Purchaser