

General Purchasing Terms and Conditions

EPSA Marketplace, whose French business registration number (SIREN) is 537 976 631, ("EPSA MP") provides its customers (the "End Customers") with various purchasing outsourcing services, either directly or through its French and foreign sister companies and/or subsidiaries (the "Subsidiaries"). The term EPSA MP used below includes the Subsidiaries. Within the framework of its services, EPSA MP acts as an agent of the End Customers for the placing of their orders (the "Orders") for products or services (the "Product") from any of its listed suppliers (the "Supplier"). EPSA MP on the one hand and the Supplier on the other hand are referred to as the "Parties" and individually as a "Party".

Article 1. Purpose

These general purchasing terms and conditions ("GPC") define the terms and conditions applicable to any Orders placed by EPSA MP with the Supplier once the Order has been accepted (within the meaning of Article 2) by the Supplier. Unless otherwise agreed in writing by EPSA MP, no other contractual documents shall govern the Orders. In particular, the Supplier's general terms and conditions of sale shall be excluded, even if they are attached to the Order or to any invoice of the Supplier arising therefrom.

Article 2. Right of Access

Our staff and, where applicable, members of classification bodies and/or representatives of our end customer shall have free access at all times to the Supplier's and their subcontractors' workshops, to the sites where the supply is performed and to all legal documents.

Article 3. Acceptance of an Order

All Orders shall be sent to the Supplier by e-mail to the address provided by the Supplier. Orders may, if necessary, be accompanied by a technical document. The Supplier shall have two (2) working days to acknowledge receipt of the Order by confirming in writing the main terms of the Order (time, quantity and price). Such acknowledgement of receipt shall constitute acceptance of the Order, it being understood that in the event of failure to comply with the aforementioned time frame, or in the event of commencement of performance, the Order shall be deemed tacitly accepted by the Supplier.

Article 4. Changing/Cancelling an Order

By the Supplier:

If the Supplier is unable to fulfil an Order as addressed to it, the Supplier shall be obliged to inform EPSA MP in writing within the time limit set out in Article 2, specifying in its reply the changes to the Order that it considers necessary. If the suggested changes are agreed upon, EPSA MP shall send the Supplier an updated Order which shall again be subject to the acceptance procedure referred to in Article 2. It is hereby specified that any changes, including immaterial changes shall be notified to the Supplier by any written means as soon as possible after the Supplier receives the Order, and in any event before delivery. The Supplier may only cancel an Order in a case of force majeure within the meaning of Article 16 of the GPC.

By EPSA MP:

The Supplier is informed of the fact that EPSA MP acts as an agent for an End Customer. EPSA MP may therefore have to change or cancel

an Order, if necessary after its acceptance by the Supplier, due to its own commitments to the Customer. Such change or cancellation shall not give rise to any compensation for the Supplier, EPSA MP being responsible for demonstrating that the required change or cancellation is the result of a request from the End Customer.

It is hereby clarified that in the event that an Order Form is accompanied by the GPC, it shall replace any quotation previously issued by the Supplier.

Article 5. Delivery time and place

The delivery times set out in the Order are firm and binding, and the Supplier is therefore bound by a performance obligation to meet them. The Supplier may only invoke the failure of its own suppliers against EPSA MP in the event of justified and documented force majeure (within the meaning of Article 16 GPC).

The Supplier may proceed with the early delivery of the Product but shall obtain the written agreement of EPSA MP if the actual delivery date precedes the date initially planned by more than ten (10) working days.

The Supplier undertakes to immediately notify EPSA MP by any written means of the occurrence of any event likely to result in a delay in delivery in relation to the deadline set out in the Order. The Supplier undertakes to take all necessary measures at its own expense to make up for this delay (e.g. use of express delivery).

The Supplier may not, under any circumstances, rely on any dispute with EPSA MP to refuse to execute, or to partially execute, an Order.

Article 6. Place of delivery

The place of delivery is indicated in the Order. Except in special cases, this is the End Customer's address (head office, establishment, office, warehouse, etc.).

The Supplier undertakes to check with EPSA MP, prior to delivery, that it has all the necessary information enabling it to access the delivery site. In the event of access difficulties, the Supplier must contact EPSA MP before cancelling or postponing the delivery.

Article 7. Delivery documents

The Supplier shall attach to each delivery:

- A delivery note with the following information:
 - o Delivery note number
 - o Number of packages
 - o Full Order Reference
 - o Product reference and designation
 - o Purchasing unit of the Purchase Order
 - o Quantity delivered
 - o Date of delivery
- Any accompanying documents, including but not limited to, warranty certificates, drawings, quality reports and maintenance and instruction manuals and generally any items reasonably necessary for the proper supply of the Product. Any other document required to certify the conformity of the Product to the Order specifications (e.g. but not limited to: certificate of origin/conformity/material, quality control, compliance with standards, customs clearance documents). It is hereby specified

for all practical purposes that these documents must be provided to EPSA MP on first written request and without delay. The Supplier should be able to justify at all times any approvals and declared standards compliance (e.g. ROHS, REACH AFNOR, CCT, UTE, BNAé, AIR, CE marking, etc.).

Article 8. Acceptance of delivery

The delivery shall be checked by the End Customer or a member of their staff, a member of EPSA MP's staff or any other third party selected by the Customer (the "Receiver"), which the Supplier accepts and acknowledges.

Any item which is surplus to requirements, or the Receiver deems non-conforming and/or defective, shall be the subject of a rejection report, or partial acceptance report, which shall be notified to the Supplier within thirty (30) days from the date of delivery. The Supplier shall proceed to recover the Product(s) concerned, by its own means, at its own expense, and within a maximum period of five (5) working days, failing which EPSA MP may organise reshipment and invoice the full cost to the Supplier, in addition to a penalty of one hundred (100) euros excluding tax. The Supplier shall then implement any remedial and/or corrective action enabling a new delivery of the Product with acceptance without reservation.

If the End Customer addresses their complaint directly to the Supplier, the latter undertakes to inform EPSA MP without delay and to hand over the relevant items.

Article 9. Liability and warranty

From the date of unconditional acceptance of the Order, the Supplier shall remain liable under the warranty for hidden defects provided for in Article 1641 of the French Civil Code. From the date of delivery and for a period of 36 months, the Supplier is expressly obliged to guarantee, parts and labour, all or part of the supply which may be affected by any defect in its design or execution or assembly. This guarantee obligation of the Supplier is total and may not be reduced for any reason whatsoever. The supplier shall therefore be obliged to replace, in a timely manner, all or part of the supply that proves to be defective. The transport costs and any travel guarantee costs for warranty work shall be borne by the Supplier. The Supplier also provides a 36-month guarantee on exchanges and repair work. The Supplier also guarantees that the Products are new and unused (unless otherwise indicated on the order form).

Article 10. Price

The price stated in the Order is exclusive of all taxes, duties, fees or other charges, including postage and insurance costs. The price is firm, final and non-revisable. The applicable Incoterm is DDP (Delivered Duty Paid).

Article 11. Invoicing

EPSA MP acts as the agent of the End Customer and is therefore the sole recipient of the Supplier's invoices, whatever the circumstances, and even in the event of a dispute between the Parties. The Supplier undertakes not to send an invoice to the End Customer and not to contact them in the event of a dispute with EPSA MP. All invoices should be sent by email or by post, in one copy, to the registered office of EPSA MP for the attention of the "Accounts Payable Department". All addresses are available in the order form

All invoices must include:

- The full reference of the Order concerned (it being specified that an invoice may only relate to one Order; grouped invoices will be *de facto* rejected)
- The number(s) of the delivery note(s)

- Product reference
- Current prices
- The quantities delivered

The Supplier shall only issue their invoice on the date of delivery written on the Order (the "Issue Date"), subject to unconditional acceptance of the Product(s). Should EPSA MP receive an invoice issued prior to the Issue Date, only the Issue Date shall be binding between the Parties, the invoice being considered as not issued until that date.

All invoices from the Supplier shall be payable within forty-five (45) days from the end of the month following the Issue Date. In the event of late payment, the following additional sums will be due to the Supplier by operation of law:

- Legal fixed compensation for collection costs in the amount of €40 excluding VAT; and
- Late payment interest at a rate equal to three (3) times the legal interest rate in force in France, unless otherwise prescribed by an applicable law. The legal interest rate is that in force on the date of issue of the invoice.

In the event that EPSA MP is a creditor in any capacity whatsoever of the Supplier, the claim of EPSA MP and any possible claim of the Supplier shall be considered reciprocal and fungible, allowing them to be offset at the sole discretion of EPSA MP (expressed by any written means to the attention of the Supplier). EPSA MP may however opt for a credit note to be issued by the Supplier instead of the offsetting. This request must be sent by any written means to the Supplier and must be followed up within a maximum of five (5) working days. Any dispute by the Supplier of EPSA MP's claim must be documented and justified; any compensation shall then only be made up to the amount not disputed, the Parties having to reach an agreement on the disputed amounts at the latest within thirty (30) days from the date of the Supplier's dispute of EPSA MP's claim. In the absence of agreement after this period, EPSA MP may proceed with the above-mentioned compensation on a provisional basis, until a final agreement is reached between the Parties on the disputed sums.

Article 12. Protection of personal data

In this article, capitalized terms have the meaning given to them in Article 4 of the General Data Protection Regulation ("GDPR"), Regulation (EU) No. 2016/679.

Controller or Processor Status

To ensure the protection of Personal Data exchanged in the context of an Order, the Parties undertake to comply with the provisions of the GDPR and any other applicable legislation. In particular, each Party undertakes to make available to the other Party, on first request, any information necessary to demonstrate compliance with its obligations as set out in Article 28 of the GDPR.

In this respect it is recalled that:

- The Controller determines in writing the purposes and means of the processing; the Processor processes the data only on behalf of the Controller and according to their written instructions; finally, if the processor uses another processor as a sub-contractor they are subject to the same obligations.
- The Personal Data remains the property of the Data Subjects.

Obligations of the Controller

The Data Controller undertakes to comply with all the obligations incumbent upon him and in particular to:

- Only transmit to the Processor, such Personal Data the Processing of which is lawful within the meaning of Article 6 of the GDPR;

- Inform the Processor if the Data Subjects exercise their rights of access, rectification, erasure, objection and/or restriction, and of any other right provided for by the GDPR (the "Rights") which may affect the performance of the Service;
- Pass on to the Processor any requests which may be within its competence and emanating either from a Data Subject with regard to the exercise of their Rights, or from a competent authority, it being specified that the Processor undertakes to reply to the Data Controller as soon as possible and no later than within five (5) days.

Obligations of the Processor (initial and other)

The Processor undertakes to comply with all the obligations incumbent upon them and in particular to:

- Process Personal Data only for the Purposes defined by the Controller and for the period required to achieve the Purposes;
- Take reasonable steps to ensure an adequate level of protection of Personal Data, including regular monitoring of the measures in place and training and awareness raising of its staff;
- Provide access to Personal Data only to those members of its staff (or the staff of authorised Processors) who will need to know it, either to carry out the performance of the Service or to meet legal or regulatory requirements;
- Notify the Data Controller of any destruction, loss, alteration, damage and/or disclosure of Personal Data, or any unauthorised, accidental or unlawful access, within a period not exceeding forty-eight (48) hours;
- Process Personal Data only within the EEA or in a non-EEA state ensuring an adequate level of protection (according to the decision of the European Commission); failing this and with the agreement of the Responsible Party only, the Processor undertakes to contractually frame the transfer of Personal Data by means of standard contractual clauses established by the European Commission, and in compliance with articles 44 et seq. of the GDPR.

If the Processor is contacted by a Supervisory Authority or by a Data Subject wishing to exercise their Rights, the Processor shall inform the Controller without delay. The Processor shall refrain from taking any action or response without the written instructions of the Controller, which shall be provided within a maximum period of five (5) days. After this period and in the absence of instructions, the Processor shall take any action or response required and shall inform the Data Controller thereof.

Data Protection Officer (DPO)

EPSA MP's DPO can be contacted at DPO-epsa@epsa.com. The contact details of the Supplier's DPO shall be sent to EPSA MP by any written means.

Article 13. Privacy

Confidential information:

The following information is confidential (the "Confidential Information"), both in relation to the Parties and to the End Customers:

- The content of the Orders;
- Any information provided or made accessible to the other Party in the context of an Order, regardless of the (i) transmission: orally, in writing, in a digital file; (ii) medium: paper, electronic, hard disk; (iii) nature: file, document, photograph, email; (iv) field: technical, legal, commercial, marketing, industrial, R&D, financial;
- Any information derived from the above;
- Any information marked "confidential";
- With regard to the Party transmitting the information, without this list being exhaustive: business activities; business lines; know-

how; strategy; projects; commitments; contracts; customers; suppliers; skills; techniques; ideas; intellectual property; organisation; governance; production processes; plans; financial statements; financial, marketing or commercial methods; commercial policy; legal structure; budgets; forecasts; servers and networks; specifications and other similar information.

Confidential Information shall not include, unless the Party claiming otherwise can so demonstrate, information:

- Conveyed by a third party not bound by confidentiality;
- Developed from non-confidential information;
- Which was already in the public domain (generic or publicly available information) at the time of its disclosure or which entered the public domain after its disclosure through no fault of the receiving Party (the information will then be considered confidential until the date of its entry into the public domain);
- Ordered to be disclosed by virtue of a court order or a legal or regulatory provision.

Use and sharing of Confidential Information

The Party receiving the Confidential Information undertakes to keep it confidential and to take all precautions in this respect that would have been taken to protect its own confidential information.

In particular, the Party receiving the Confidential Information undertakes to ensure that the Confidential Information is:

- used for the purpose of fulfilling the Order
- transmitted only to those members of its staff, collaborators and/or subcontractors who need to know it in order to carry out the Order, and who shall be subject to confidentiality conditions at least equivalent to those set out herein; the Party receiving the Confidential Information undertakes to ensure that the aforementioned obligation is complied with by the aforementioned persons and shall be liable in the event of any breach by them of this clause;
- not communicated, reproduced, distributed or published to any third party without the prior written consent of the other Party;
- protected against unauthorised reproduction, use or display.

An exception to the above shall be made if required by a legal or regulatory obligation, or by a judicial or administrative decision.

The Supplier shall be obliged to install and update, at their own expense, the appropriate firewall and anti-virus software and operating system security patches for all computers and software used in the performance of the Products. The Supplier is obliged to inform EPSA MP without delay of any suspected breach of data security or of any serious incident and/or irregularity concerning EPSA MP's data

Article 14. Intellectual property

The Parties each represent and warrant that they are the owners of the intellectual property rights required for the performance of the Orders, and that they will take the necessary steps to maintain these rights for as long as required.

In the event of a claim against EPSA MP that the Products infringe the intellectual property rights of a third party, the Supplier shall, at its own expense, and at EPSA MP's discretion (i) obtain from the third party or parties holding the prior rights the right for EPSA MP and the End Customer(s) to continue to use the Products (ii) modify the Products so that they cease to infringe such rights; or (iii) replace the Products with equivalent products and/or services that do not infringe any rights. Failing this, EPSA MP shall be entitled to terminate the Agreement, without prejudice to any damages it may claim as compensation for the loss suffered.

Article 15. Obligations of the Parties

Legality of the work: in accordance with the law on the fight against undeclared work and the work of foreigners in an irregular situation, the Parties guarantee the regularity of their situation with regard to Articles L.8221-1 et seq. and L. 8251-1 et seq. of the French Labour Code, and undertake to respect the conditions of registration, compulsory social contributions and declarations and payments to the tax authorities.

Insurance: the Parties hold the required insurance policies, taken out with reputable insurance companies, covering the consequences of their liability for any damage they may cause to each other or to any Potential Client in the performance of this Agreement.

Co-operation: The Parties undertake to co-operate actively and in good faith to ensure the performance of each Order. Thus, they undertake to keep each other informed of any difficulty in the performance of an Order so that appropriate measures can be taken to provide a rapid and effective solution to the difficulty observed.

Personnel: the Parties shall ensure that qualified staff are available in adequate numbers for the proper performance of each Order. Each Party shall be responsible for the management and control of its personnel, shall bear all related costs, and shall undertake to comply with the applicable laws, regulations and any collective agreements. Where applicable, each Party undertakes to ensure that their employees and agents who are seconded to the other Party's site comply with the applicable internal regulations or instructions as well as with the rules of physical and logical security, which will be brought to their attention beforehand.

Absence of economic dependence: The Supplier, who is not bound by any exclusivity obligation, declares in this respect that they are developing a business activity with a substantial number of other customers and that they are not in a situation of dependence on EPSA MP. The Supplier undertakes to inform EPSA MP in writing at any time during the Agreement if the percentage of turnover achieved with EPSA MP exceeds a threshold equal to 30%. In this case, the Supplier shall (i) implement measures to diversify its customer base and (ii) inform the EPSA MP of these measures.

Delivery of mandatory documents: EPSA MP reminds the Supplier of the obligation of diligence imposed by law in the context of contractual relations as well as the collection of documents relating to the prevention of illegal employment (Articles L8222-1, L8254-1, D8222-5 and D8254-2 of the French Labour Code). Thus, the Supplier undertakes to submit the following documents no later than upon signature of the Agreement and every six (6) months of its performance:

- the "attestation de vigilance URSSAF" (certificate of coverage as proof of social declarations and payment of social security contributions) less than 6 months old, the authenticity of which must be verified (authentication number)
- French company registration document "KBIS extract" (or identification card from the trade register or a document containing certain information or a receipt for the filing of a declaration with a business formalities centre (CFE)).
- the list of foreign employees subject to work permits

Ethics and compliance: EPSA MP is committed to combating the various forms of corruption in the context of its business activities and has in particular put in place an anti-corruption policy setting out rules of good conduct so that each employee knows how to behave when faced with risky situations.

In an effort to ensure transparency, each of the Parties, during the term of the Agreement (i) undertakes to take cognisance of any legislation that may be applicable to it in the context of this Agreement in terms of preventing and combating corruption, and in particular Law No. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, known as the Sapin 2 Law, and to take the necessary steps to comply with said legislation (ii) shall ensure that it takes appropriate measures to avoid committing any act

that constitutes or is likely to constitute a violation of the applicable anti-corruption legislation. In the event that one of the Parties becomes aware of an act of corruption in connection with the negotiation, conclusion or performance of the Agreement or if it has sufficient evidence to suspect such an act, it undertakes to notify the other as soon as possible.

EPSA MP is also concerned about the social, environmental and societal impacts that its activity may have. In this respect, EPSA MP has set up a responsible purchasing charter (the "Charter") which can be accessed through the following link (<https://www.epsa-marketplace.com/public/uploads/sites/3/2023/03/EP-SA-Groupe-Charte-Achats-Responsable-Annexes.pdf>) and which describes the social, environmental and societal commitments that its suppliers must honour. Consequently, the Supplier undertakes to comply with the Charter and to respect, during the term of the Agreement, the principles laid down. Audit: The Supplier authorises EPSA MP to carry out an audit conducted internally or by a neutral external firm, bound by professional secrecy. The Supplier undertakes to cooperate fully and in good faith, in the compliance with the regulations on the communication of information. They will provide access, subject to feasibility and what is legally possible, to documents that the auditor considers necessary and will facilitate the audit, in particular by answering any questions. More generally, audits shall be conducted in such a way as to not interfere unreasonably with the Supplier's business activities.

Article 16. Force majeure

No Party shall be liable for failure to perform, or delay in performing, an obligation under these GPCs, if this results from a case of force majeure as defined in Article 1218 of the French Civil Code and by the established case law of the French courts.

The Party affected by a force majeure event shall notify the other Party as soon as possible. Delivery of the Order shall be suspended until the force majeure event has disappeared, expired or ceased. However, in the event of an impediment of more than fifteen (15) days, the Order may be terminated by operation of law.

Each Party undertakes to take the necessary and reasonable measures as soon as possible to mitigate the effect of force majeure on the performance of the Orders.

Article 17. Notification

All notifications shall be made by:

- ordinary mail to the registered office of the Parties indicated in the header of this document or by e-mail for basic communication;
- registered letter with acknowledgement of receipt to the registered office of the Parties indicated in the header of the present document for all communications to which the Parties intend to give an official character.

Article 18. Miscellaneous

Independence: the Parties declare and acknowledge that they are and shall remain independent professionals, each insuring the risks of their own business.

Independence of clauses: If one of the provisions of the GPC is declared null and void or inapplicable or is reclassified by a court of law, this provision shall be deemed not to have been written and the other provisions of the GPC shall continue to have full effect. To replace the provision of the GPC that has been declared invalid or unenforceable, the Parties shall negotiate in good faith a new, satisfactory and valid provision in accordance with their original intention.


Non-waiver: The failure of a Party to exercise a right, sanction or remedy under these GPC shall not be construed as a waiver of that right, sanction or remedy.

Electronic signature: The Parties may, by express agreement, decide to sign these General Conditions electronically in accordance with the provisions of articles 1366 and following of the French Civil Code, by means of the DocuSign service (www.docusign.com), and thus agree to recognise this electronic signature as having the same value as a handwritten signature, rendering definitive the date attributed to the signature of the General Conditions.

The Parties shall endeavour to settle any disputes amicably. In the absence of an amicable resolution, any dispute will fall under the exclusive jurisdiction of the Commercial Court of Paris.

Article 19. Disputes

The GPC and the Orders are subject to French law.

<p>For EPSA MP Name: GUFFLET Matthieu Title : Représentant légal <i>Duly authorized</i> Signature :</p> 	<p>For the supplier: Company name: Name : Title : <i>Duly authorized</i> Signature:</p>
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* *By countersigning this document, the Supplier agrees to submit the signing contract with EPSA MP to the General Terms and Conditions, subject to the waivers contained in the Contract*