

## TERMS AND CONDITIONS OF PURCHASE

These terms and conditions of purchase are applicable to all Purchase Order(s) issued by Radiall. Full or partial performance or acknowledgement of the Purchase Order in accordance with Article 3.2 hereafter, is acceptance by the Supplier of the Purchase Order and all terms and conditions contained in the Purchase Order, including these Terms and Conditions.

Any terms and conditions proposed in Supplier's offer, acceptance, acknowledgment, invoice, or other Supplier communication that add to, vary from, or conflict with the terms herein are hereby rejected.

### 1 DEFINITIONS

**Acknowledgment of Receipt** means the duplicate of a Purchase Order duly signed by the Supplier.

**Affiliate** means with respect to Radiall SA, any other entity that directly or indirectly controls, is owned by, controlled by or under common ownership or control with Radiall SA.

**Agreement** means any agreement that references these Terms and Conditions, including but not limited to, a long term or master agreement, Special Terms and Conditions and/or a Purchase Order.

**Background IP** means any and all Intellectual Property (i) owned or retained by either Party prior to this Agreement, or (ii) generated or acquired by either Party at any time independently from the performance of this Agreement.

**Customer** means any of Radiall's customers.

**Force Majeure** means any event constituting a force majeure event according to the applicable law, which would impair the ability of the affected Party to perform its obligations. Strikes limited to the Supplier's personnel or strikes of its Subcontractors do not constitute a Force Majeure event. The loss by Radiall, for any reason whatsoever, of one Customer's purchase order further to which the Agreement has been executed shall be deemed to be a Force Majeure event.

**Foreground IP** means any Intellectual Property, other than a Background IP which is derived from or conceived in the performance of this Agreement or in the process of designing, developing, manufacturing or supporting the Products.

**Intellectual Property** means all inventions, patents, software/database rights, copyrights, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights or information of a similar nature, protectable or not by intellectual property rights and any improvements or enhancements thereto, in each case whether registered or unregistered, of any nature, on any medium and in any form whatsoever and by any process whether known at present or to be discovered in the future. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

**Party(ies)** means, as the case may be, Radiall and/or the Supplier.

**Product(s)** means all goods, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items that are required to be delivered pursuant to, or in connection with, a Purchase Order.

**Purchase Order(s)** means a paper or electronic document, sent by Radiall to Supplier to initiate the ordering of Products and/or Services, such as a purchase order, a scheduling agreement, a statement of work or other authorization, including changes, supplements, or modifications thereto.

**Radiall** means either Radiall SA, or the Radiall Affiliate that issues a Purchase Order referencing the Agreement and/or the Terms and Conditions.

**Service(s)** means Supplier's activities ancillary to manufacture or delivery of Goods, including design, engineering, installation, repair, and maintenance.

**Special Terms and Conditions** means the special conditions and, as applicable, their appendices which may be provided in addition to the Purchase Order and to the Terms and Conditions.

**Subcontractor(s)** shall mean any third parties to which the Supplier entrusts the production or performance of all or part of the Products.

**Supplier** means the supplier of the Products/Services designated in the Agreement.

**Terms and Conditions** means these terms and conditions of purchase.

### 2. CONTRACTUAL DOCUMENTS

2.1 The Agreement comprises the following documents, in order of decreasing priority: (i) the long term or master agreement (if any), (ii) the Special Terms and Conditions, (iii) the Purchase Order, and (iv) the Terms and Conditions.

In case of any discrepancy between such documents, the document of higher priority shall prevail.

2.2 The Agreement constitutes the entire agreement between the Parties and prevails over any previous agreement, express or implied, written or oral. Any modification or variation of the Agreement shall be binding between the Parties only if executed by the duly authorized representatives of the Parties.

### 3 PURCHASE ORDERS

3.1 Each Purchase Order will mention:

- the designation of the Radiall entity that issues the Purchase Order;
- the contact details of the person in charge of the Purchase Order;
- the Purchase Order date;
- the reference number of the Purchase Order and the Agreement (if any);
- the designation of the Supplier;
- the ordered Products and/or Services;
- the delivery dates, delivery place and Incoterm;
- the price, payment terms and the billing address;
- the Terms and Conditions;
- and where necessary: the reference of the Supplier's quote related to the Purchase Order

3.2 Supplier's acceptance of the Purchase Order shall be made by sending to Radiall the Acknowledgment of Receipt, by mail, by email or through Radiall's suppliers webportal, within

two (2) working days following the date on which the Purchase Order was sent by Radiall. The Purchase Order will be considered accepted by the Supplier and binding in case of Supplier's failure to send the Acknowledgment of Receipt within this period.

3.3 Any Purchase Order may be canceled by Radiall at any time prior to receipt by Radiall of the Acknowledgment of Receipt, by written notice sent to the Supplier effective immediately upon the date of receipt of such notice, without any prior notice or specific procedure. The Supplier shall not be entitled to any compensation or damages of any nature whatsoever in the event of such cancellation.

### 4 DELIVERY

4.1 Products shall be shipped and/or Service shall be performed at the place, on the date and in accordance with the Incoterm specified in the Agreement. Compliance with delivery dates at the delivery place are of the essence. No amendment to the delivery or performance dates (including without limitation early delivery or receipt of the Product/Services) shall apply without Radiall's prior written consent.

4.2 Any delivery must be accompanied by a dispatch note and/or compliance certificate as applicable, including (without limitation) the following information: Radiall's Purchase Order references, quantities, lot or series number, part number, cage code, description of delivered Products or Services as specified in the Purchase Order), and any useful information for packing. The Supplier is responsible for the packing of the Products, which must be in a manner appropriate for the Products and compatible with the means of transport used to ship the Products in order to prevent all potential damage during transportation, handling and storage at the destination site. Packing and labeling must be compliant with all applicable laws and regulations, the specifications set forth in the Agreement, and Radiall's instructions (if any). Supplier shall do its best effort to use recycling materials and optimize the quantity of packing materials, without prejudice to the integrity and safety of the Products until their delivery. Supplier shall be liable for any damage or loss suffered by Radiall due to the absence of or to poor or inappropriate packing of the Products. Any damage to the Products resulting from inadequate or improper packing shall be charged to the Supplier.

4.3 The Supplier shall immediately inform Radiall by written notice of any event that may delay the performance of the Agreement. Supplier shall, at its own costs, ship the Products by express or air shipment, or by the most expeditious way, if the delivery schedule is endangered or become unattainable for any reason whatsoever.

4.4 Without prejudice to its other rights and remedies, in case of violation of the deadlines for delivery as set forth in the Agreement, Radiall shall have the right to:

- (i) maintain the Purchase Order and to apply for penalties as set forth in the Article "Penalties",
- (ii) terminate the Purchase Order and/or the Agreement in whole or in part, and/or
- (iii) withhold any payment.

In addition, Radiall reserves the right to request the payment of any liquidated damages resulting directly or indirectly from the Supplier's delay in delivery.

### 5 ACCEPTANCE OF PRODUCTS/SERVICES

5.1 Acceptance of Products

Any Product delivery shall be received by the reception service on the site indicated in the Purchase Order.

The receipt of Products shall be subject to their compliance with Radiall's quality requirements which a copy will be provided to the Supplier upon its request.

Radiall reserves the right to reject the Product delivery in any form whatsoever, in the event of non-compliance of the Products with the Agreement. Radiall also reserves the right to reject delivery of excess quantities of the Products or incomplete deliveries in the same manner. Radiall will notify the Supplier of such rejection by any mean of communication.

Any rejected Product must be recovered by the Supplier at its sole expense and risk within five (5) calendar days following notice of rejection by Radiall. It is expressly agreed that after such time, Radiall may, without any liability whatsoever, at the Supplier's sole cost, expense and risk, either destroy the rejected Products, or return them to the Supplier.

5.2 Acceptance of Services

Services shall be accepted by Radiall only upon completion of performance which shall occur either (i) upon the date provided in the Agreement, if Services are satisfactory without reserve, or (ii) upon the date on which all reserve have been withdrawn by Radiall. Acceptance of Services shall be provided by Radiall's execution and delivery of a corresponding completion certificate.

Radiall reserves the right to reject the Services, in writing, if:

- at the completion date of the Services as set forth in the Agreement, the Services are not satisfactory without reserve, by reason of other than immaterial nonconformity or defect; or
- Radiall's reserves have not been withdrawn within the time limits established by the Parties by reason of other than immaterial nonconformity or defect; or
- the Supplier has failed to observe the Service schedule or completion deadlines.

5.3 Radiall's failure to assert a claim and/or reserve at the time of delivery and/or payment for Products/Services shall not be considered as a final acceptance of the Products/Services, nor as an acceptance of the invoiced amount, and shall not, under any condition, be deemed as a waiver by Radiall of its right to assert any claim in the future.

### 6 PENALTIES

6.1 The late delivery penalties described in the article reflect additional non-quantifiable costs and obligations resulting from unexcused delays, and do not constitute a discharge of all liability. They do not affect Radiall's right to claim damages in accordance with the Article "Liability", and/or to terminate all or part of the Agreement in accordance with the Article "Termination".

6.2 The Supplier shall pay, for any delay in the Product delivery or the Service performance, a late delivery penalty equal to one percent (1%) of the total amount, net of taxes, of the concerned Purchase Order, per working day of delay, beginning on the due delivery date.

6.3 The total amount of the applicable penalties for any single Purchase Order shall not exceed ten percent (10%) of the total amount of such Purchase Order.

6.4 The Supplier shall credit Radiall with the amount of such penalty within thirty (30) days from the receipt of a penalty claim issued by Radiall.

### 7 PRICE

The price and the applicable currency are set forth in the Agreement.

The price is firm and final, without provision for indexation or sliding scale for the delivery of any Product or Services by the Supplier to Radiall pursuant to a Purchase Order issued during the term of the Agreement.

The Supplier acknowledges having received all information and all other elements required for or relevant to the determination of the price. Prices are net of applicable taxes. Taxes shall be added by the Supplier to its invoices in accordance with applicable laws.

The price will include all terms and conditions of delivery, including, without limitation, packing, tests and tests reports or any kind of documentation as applicable.

### 8 INVOICING AND PAYMENT TERMS

8.1 Invoicing

Each invoice shall be issued no earlier than the delivery date of the Products or the acceptance date of the Services and shall correspond to the Purchase Order.

The invoice shall include all information necessary for identification and verification of the Products/Services and shall be sent to the billing address indicated in the Purchase Order. Any incomplete invoice will be returned unpaid to the Supplier.

8.2 Payment terms

Unless otherwise stipulated in the Agreement or by the applicable law, payment shall be made by bank transfer within 45 days end of month.

8.3 Set-off

Subject to any applicable law, Radiall reserves the right to set off its payment obligations against any amount which might be owed to it by the Supplier, on any grounds and of any nature whatsoever, including amounts corresponding to penalties and quality claims. In order to enable the Supplier to control such amounts, Radiall will notify the Supplier by prior written notice.

8.4 Late payment

If the Supplier claims damages for late payment, these damages shall be limited to a maximum amount equivalent to three times the minimum legal interest rate provided by the applicable law. This amount shall be calculated on the overdue payments, without capitalization, per day of interest for delay, by application pro rata of the above-mentioned rate.

### 9 TRANSFER OF TITLE AND RISK

9.1 Transfer of title: Transfer of title to the Products shall occur upon acceptance of the Purchase Order by the Supplier.

Retention of title: no reserve of title shall be effective against Radiall, except if expressly accepted in writing by Radiall. The Supplier shall assure that no reserve of title clause shall be asserted by its Subcontractors for any element delivered by them and which is part of the Products specified in the Purchase Order.

9.2 Transfer of risk: The Supplier shall bear all risk of loss and damage to the Products until risk of loss is transferred to Radiall in accordance with the Incoterm referenced in the Agreement.

### 10 CONTROLS PRIOR TO DELIVERY – AUDITS

10.1 Controls prior to delivery

Notwithstanding payment, transfer of ownership or any prior test and inspection, Radiall reserves the right to inspect the Products or the progress of Services before their delivery or receipt, on the site of the Supplier during normal working hours, upon prior information to the Supplier of such inspection.

10.2 Audits

Upon prior information, Radiall shall be entitled, through its internal or external auditors, to audit the Supplier's performance of its obligations under this Agreement, at any time at the Supplier's premises and at the facilities of any of its suppliers and/or Subcontractors, and shall be granted all necessary access to the Supplier's facilities and to those of its suppliers and/or Subcontractors. The Supplier undertakes to assist and fully cooperate with the internal and external auditors of Radiall. As part of the audit, Radiall or the auditor may take random samples of the Products manufactured or being manufactured by the Supplier in order to confirm compliance with quality standards set forth in the Agreement. Information and documents to which the auditor will have access will be deemed to be confidential.

Radiall may inspect, at its own choice, all or part of the Products and/or Services, or any lot of Products and/or Services, and Radiall shall have the right to reject all or any portion of the Products or lot of Products, or Services which would be revealed by all measures agreed to be, in Radiall's opinion, defective or nonconforming. The Supplier shall undertake all measures agreed by the Parties at the end of the audit within the time limits and under the conditions so agreed. Most particularly, the Supplier undertakes to make all necessary quality improvements to the Products in order to achieve the quality standards acceptable to Radiall or set forth in the Agreement, should the audit establish that such quality standards are not met.

Supplier shall provide and maintain a test and inspection system acceptable to Radiall and its Customers, during the performance of the Agreement and for seven (7) years after final payment by Radiall or for any longer period stipulated in the Agreement.

Each Party shall bear its own internal and external costs in relation to any audit. Expenses related to the Audit shall be reimbursed by the Supplier when the Audit is in response to a problem, including but not limited to a quality or logistics problems, requiring urgent resolution in order to prevent or to settle a claim from the Customer. Such reimbursement shall be made by wire transfer, within twenty (20) calendar days following the Supplier's receipt of the supporting documentation.

10.3 Controls prior to delivery and of audits, shall not affect the Supplier's liability nor the warranties given to Radiall under the Agreement, most particularly as regards the scope of its own internal controls, and shall not be detrimental to the rights and actions of Radiall under the Agreement, including but not limited to the right to claim damages and/or to terminate all or part of the Agreement in accordance with the Agreement.

#### **11 FLEXIBILITY**

11.1 Quantities that may be indicated in the Agreement are given for information purposes only and do not represent a commitment of Radiall.

11.2 Radiall may at any time, by written notice, require the Supplier to stop performing the Agreement in whole or in part, for a maximum period of 120 days following the date of such notice or any other period agreed upon between the Parties. Upon receipt of the notice, the Supplier shall abide by the terms and conditions of such notice and shall take all measures to mitigate the deriving costs. At any time Radiall may require the resumption of the performance of the Agreement, in whole or in part, or may terminate the Purchase Order in accordance with the provisions of Article "Termination". Should the cessation of the performance of the Agreement stop by decision of Radiall or should the delay of cessation be expired, the Supplier shall resume the performance of the Agreement forthwith.

#### **12 AMENDMENTS TO THE PRODUCT TECHNICAL SPECIFICATIONS**

12.1 Radiall shall be entitled at any time to submit to the Supplier a request to amend or supplement the Products technical specifications. In such case the Supplier shall immediately send to Radiall a technical and financial proposal along with appropriate supporting documentation indicating the effect of such request in terms of quality, time and costs.

If Supplier considers that the conduct, statement or direction of any of a Radiall employee constitutes a change hereunder, it shall notify Radiall's authorized representative and take no action with respect to such change without the prior written approval of such authorized representative. Only Radiall's authorized representative has authority to approve a change. Any change made by Supplier without Radiall's prior written consent shall be deemed to be voluntary and the Supplier cannot claim any compensation with respect to the price or time required to perform the Agreement as derived from such change.

12.2 If the proposal made by the Supplier is accepted by Radiall, the Parties shall amend the Agreement accordingly prior to the implementation of the amendments. The amendments shall be implemented by the Supplier in accordance with such agreed terms.

12.3 Should the Parties be unable to reach agreement on all relevant revisions before the date set for the implementation of the amendments, Radiall expressly reserves the right to either:

- (i) have the amendments implemented by another company, in which case the Supplier agrees to provide Radiall with all drawings, plans, technical specifications and any other documents needed in order to implement such amendments; or,
- (ii) terminate all or part of the Agreement in accordance with the Article "Termination".

12.4 Notwithstanding the provisions above and any provision to the contrary in the Agreement, the Supplier agrees that any amendment made in accordance with the specifications stipulated in the Agreement will not entitle the Supplier to any claim as regards the price or delivery terms.

12.5 During performance of the Agreement, Supplier shall not make any change in the Products, or to the manufacturing process or the site of production, without prior written notice to Radiall and receipt of Radiall's written consent. The above requirement shall be applicable, no matter any cost impact and the type of change, including improvements.

#### **13 RADIALL'S PROPERTY**

13.1 Under the Terms and Conditions, "Property" shall mean all materials, equipment, tools, molds and facilities, including any improvements thereto or replacements thereof, provided by Radiall to the Supplier, or paid by Radiall under the Agreement.

Title to all Property is and shall remain vested in Radiall with the right to demand possession at any time. Supplier may not use Property for another purpose than the performance of the Agreement. Radiall shall not be liable with respect to Property in any case.

13.2 Should Radiall furnish Property to the Supplier, for the performance of the Agreement the Supplier agrees to comply with the provisions of the agreement governing the furnishing of the tools which shall be entered into between the Parties before delivery of such tools and/or equipment to the Supplier.

13.3 Unless otherwise stipulated in the Agreement, custody and maintenance of any Property will be in charge of the Supplier. In any case, the Supplier shall subscribe any required insurance policies.

13.4 The Supplier shall inform Radiall with a reasonable prior written notice of the expiry of tools' and molds' warranty period so as to ensure manufacturing process continuity.

13.5 All Property shall be returned fully operational to Radiall within eight (8) days from the written request of Radiall, in which event Supplier, at its own expense, will take all necessary measures to return Property to Radiall in the same condition as originally received by Supplier, reasonable wear and tear excepted. Radiall may enter Supplier's premises at any reasonable time to inspect any Property and Supplier's records in respect thereto.

13.6 Upon completion or termination of the relevant Purchase Order, Supplier will retain all Property at its own expense until receipt of instructions from Radiall.

13.7 Supplier may not deliver custody of any Property to any third party without Radiall's prior written permission.

13.8 Upon request, Supplier shall provide Radiall with an exhaustive list of all Property.

#### **14 WARRANTY**

14.1 Product warranty

The Supplier, as an expert in its business, warrants to Radiall that the Products delivered shall be:

- merchantable, in accordance with the state of the art and in compliance with all applicable laws and regulations;

- under normal conditions of use as specified by the Supplier, able to perform the functions and to be used for the purposes for which the Products are intended, and to be as safe as can reasonably be expected;
- in compliance with the Agreement, drawings, specifications, approved samples, validations, and all other documentation defining the Products; and
- free from any defect, and from any defect in design (to the extent designed by the Supplier), materials and workmanship.

14.2 Warranty of Services

The Supplier, as an expert in its business, warrants to Radiall that the Services provided shall be:

- rendered in accordance with industry standards and all applicable laws and regulations;
- performed in a professional and workmanlike manner;
- in compliance with the Agreement and otherwise consistent with all standards and specifications agreed to with Radiall; and
- free of any defect.

14.3 The described warranty shall apply for thirty-six (36) months beginning on the acceptance date of the Products/Services by Radiall. Without prejudice to Radiall's right to terminate the Agreement in accordance with the Article "Termination" and/or to claim any damages, in case of failure to comply with the above warranty, Supplier shall at Radiall's sole option:

- repair or replace the non-conforming Products immediately at the sole expense of the Supplier, who shall have no right to raise any objections regarding the production or delivery schedule and without affecting Radiall's production schedule; and/or
- reimburse Radiall immediately.

Radiall reserves the right to charge the Supplier with a penalty of five hundred Euros (500 €) for each claim issued by Radiall. Such a penalty will not discharge the Supplier of any liability.

14.4 The initial warranty period shall be applicable to the repaired or replaced Products or corrected Services.

This warranty shall cover all components, workmanship, all the costs, expenses and losses related to inspection, tests, analyses, removal, re-installation, dismantling, reassembling, re-designing, travel and accommodation costs, as well as transport, insurance and packing costs.

Supplier's failure to repair or replace non-conforming Products shall entitle Radiall, at its election and in addition to any other rights or remedies available at law, to have such non-conforming Products repaired or replaced at Supplier's expense, including when such Products are integrated in products manufactured by Radiall.

14.5 Radiall's approval of any design, drawing, material, process or specifications provided by the Supplier will not relieve the Supplier of the foregoing warranties.

Notwithstanding the foregoing, the Products/Services shall also be subject to all warranties, express or implied, provided by applicable law.

The remedies stipulated in this Article are not exclusive and shall not be in lieu of any other remedy available at law, in equity, or under the Agreement.

#### **15 INTELLECTUAL PROPERTY RIGHTS**

##### **15.1 Background IP**

15.1.1 Each Party shall be the sole owner of its Background IP and shall have exclusive right to their use.

15.1.2 Supplier hereby grants Radiall with an irrevocable and non-exclusive license to use the Supplier's Background IP for the territory where they are protected and for their duration, with the right to grant sub-licenses and/or to transfer or assign such license, for the sole purpose of exploiting, using, selling, manufacturing, have manufacturing, repairing, amending, reproducing, copying, adapting, assembling and incorporating the Products.

15.1.3 The Purchase Order price includes the remuneration of the Supplier or the third party owning the Background IP for the grant of such a license.

##### **15.2 Foreground IP**

15.2.1 Foreground IP are the exclusive property of Radiall, which shall be free to dispose of all the Foreground IP and to apply in its own name for any intellectual property rights related to such Foreground IP in all countries all over the world.

15.2.2 In case the Foreground IP would be protected by any copyright, the Supplier shall transfer exclusively to Radiall all proprietary rights related to the Foreground IP including, but not limited to, rights of representation, transmission and reproduction (in whatever form, in any manner and on any medium whatsoever, present or future), operation, marketing, translation, transcribing, amendment, adaptation, incorporation, combination and use of such Foreground IP, irrevocably and for their duration, in the entire world, without scope or purpose limitations. Such transfer shall occur progressively, as the Foreground IP are being obtained.

15.2.3 The Purchase Order price includes the Supplier's remuneration for such a transfer.

##### **15.3 Infringement**

15.3.1 The Supplier undertakes not to use, for the performance of the Agreement, intellectual property rights belonging to a third party (including a Subcontractor) without the express prior written consent of such third party. All royalties or fees in connection with the use of such third-party intellectual property rights shall be at the sole cost of the Supplier.

15.3.2 The Supplier shall indemnify and hold Radiall harmless against and from any claim, challenge or action brought by a third party against Radiall, in any place whatsoever, based on infringement, unfair competition or similar claim related to the use by the Supplier of the claimant's intellectual property rights for the performance of the Agreement or for the use of the Foreground IP by Radiall. In such case, the Supplier undertakes, at its own expenses and at the sole option of Radiall, to cooperate with and actively assist Radiall in the defense of the claim, challenge or action.

No settlement by the Supplier of any such claim, challenge or action shall be concluded without the prior consent in writing of Radiall. In no event shall any such settlement limit the right of use by Radiall of the Foreground IP without the prior written consent of Radiall. All damages awarded by any court or arbitrator or the amount of any settlement made shall be borne solely by the Supplier.

15.3.4 Without prejudice to Radiall's right to terminate the Agreement and to compensatory damages it may claim, should Radiall be required to cease the use of all or part of the Products, the Supplier undertakes to immediately implement one of the following remedies, at its sole expense and at the sole option of Radiall:

- (i) Obtain for Radiall the right to use the Products and at no additional expense; or,
- (ii) Replace or modify the Products within a reasonable time so that it will no longer be subject to any claim or challenge. Any replacements and/or modifications of the Products shall be in full compliance with the requirements of the Agreement.

Promptly upon Radiall's request, the Supplier agrees to recover at its own expense any of the Products stored on any of Radiall's sites that Radiall is no longer able to use.

15.3.5 The Supplier shall indemnify and hold Radiall harmless against and from any adverse consequences or result of the Supplier's breach of the terms of this Article, and most particularly shall reimburse Radiall promptly for all expenses and/or costs that Radiall may incur for any reason whatsoever, including, without limitation, any additional costs, fees and compensatory damages.

#### **16 CONFIDENTIALITY**

16.1 The studies, drawings, diagrams, specifications, software, calculation manuals, operating sequences, prototypes and any information of a technical, commercial or other nature, disclosed by Radiall to the Supplier or to which Supplier may have access in the performance of the Agreement, are strictly confidential and must not be copied, reproduced or communicated and more generally disclosed by Supplier to third parties without Radiall's prior written authorization. Supplier shall ensure that its employees and authorized suppliers or Subcontractors will comply with such requirements of confidentiality.

16.2 If a non-disclosure agreement has already been entered into between the Parties with respect to the purpose of the Agreement, the Parties agree information exchanged as part of the Agreement shall be subject to the terms and conditions of such agreement.

#### **17 COMPLIANCE**

17.1 Supplier shall at all times comply with all applicable laws, executive orders, rules and regulations as they may be amended from time to time. In addition, Supplier undertakes to fully comply with the provisions set out in Radiall's Ethical and Social Supplier Charter.

17.2 **Human rights.** Supplier commits to be consistent with the principles of the Universal Declaration of Human Rights, the UN Global Compact and Convention on the Rights of the Child and conventions of the International Labor Organization.

17.3 **Health, safety, environment and hazardous waste.** Supplier shall comply with any law and regulation related to health, safety, environment and hazardous waste, including without limitation, the European Union (EU) Council Directives RoHS No. 2011/62/EU (Restriction of Hazardous Substances), Directive REACH No. 1907/2006/EU OR REACH regulation (n°2006/121/CE) (Registration Evaluation Authorization Chemicals), and their respective implementations into national laws and subsequent updates.

17.4 **Conflict Mineral.** In the event that the Supplier manufactures components, parts or products containing Conflict Minerals (as listed by the responsible minerals initiative <https://www.responsiblemineralsinitiative.org>), the Supplier undertakes to source those materials from environmentally and socially responsible sources only, and be conflict mineral free. The Supplier shall have its own conflict mineral policy defining how the Supplier is integrating conflict minerals matters into its management systems, and flow-down to sub-suppliers its own conflict mineral policy. The Supplier shall ensure traceability of these metals down to smelter level. Traceability data shall be maintained and recorded for five (5) years and provided to Radiall upon request.

17.5 **Anti-corruption.** Each Party shall comply with applicable anti-bribery and anti-corruption law, including but not limited to: the French Anti-bribery Law (LOI n° 2016-1691 of December 9, 2016), the U.S. Foreign Corrupt Practices Act and the UK anti-bribery law.

Where applicable, Supplier agrees to provide, within seven (7) days from Radiall's request, documentation regarding payment, offer, or agreement to pay "political contributions" or "fees or commissions" with respect to any sale by Radiall for which a license or approval is required or any sale pursuant to a contract with the U.S. Department of Defense, in accordance with Section 22 of the Arms Export Control Act (22 U.S.C. § 2762), or any national or local regulation.

17.6 **Export Control.** Supplier agrees to strictly comply with and not support any circumvention of all laws and regulations related to import and export control; national security and strategic interest including without limitation:

- the COUNCIL REGULATION No. (UE) 2021/821, the U.S. International Traffic in Arms Regulations ("ITAR") 22 Code of Federal Regulations ("CFR") 120-130, and the Export Administration Regulations ("EAR") 15 CFR 730-744.
- Any sanctions, laws, regulations, rules or restrictive measures implemented by the U.S. Government, including the Office of Foreign Assets Control ("OFAC") of the Department of Treasury; the Bureau of Industry and Security ("BIS") administered by the Department of Commerce; the United States of America, the United Nations Security Council, the European Union and/or the French Republic through the Direction Générale du Trésor (DGT) the United Kingdom through Her Majesty's Treasury (HMT) of the UK Treasury; and other equivalent competent authority, including other States, applicable.

hereafter collectively referred to as "Trade Regulations".

Supplier shall not transfer any export trade-controlled item, technical data, technology, or Product/Services, without providing advance notice to Radiall and obtaining all required government licenses, approvals and waivers from the relevant export and import authorities in a timely manner so as not to have an adverse effect on the Product/Service delivery dates. The Supplier shall provide Radiall with a copy of the granted licenses/authorizations.

Supplier shall provide all documentation which may be requested by the Trade Regulations, by Radiall or by the Customer regarding the import, export and or re-export of Products, in particular without being conclusive export control classification.

Each Party shall promptly notify the other if it becomes subject to any governmental action with regard to the Trade Regulations that would impact the relevant Party's ability to meet its obligations under this Agreement.

Each Party shall provide reasonable efforts, including providing necessary documentation including import certificates, end-user certificates, and retransfer certificates, at its own expense to support the other Party in obtaining all necessary export and import authorizations and responding to any government inquiry or request for information, in each case required to perform its obligations under this Agreement.

The Supplier shall notify, as soon as commercially reasonable and at the latest within five (5) days, of any new conditions or restrictions of a license/authorization which may affect the rights and/or obligations of Radiall or its Customer to import, use, transfer, export and re-export a Product/Service. The notification shall specify all information necessary to understand and evaluate the new situation and its consequences. If pertinent, the Parties shall meet and renegotiate in good faith any impacted terms and conditions of the Agreement.

Supplier represents that it maintains an export/import control compliance program in accordance with all applicable Trade Regulations. It shall incorporate into all contracts with its Subcontractors and suppliers in support of the performance of Supplier's obligations under this Agreement, obligations no less restrictive than those set forth herein requiring compliance with all applicable Trade Regulations.

**17.7 Personal data.** In the event and to the extent that Personal Data is collected from one Party ("the Data Controller") and processed or used by the other Party ("the Data Processor") during and for the performance of the Agreement, the Parties shall at all times comply with the GDPR, as well as all applicable national Personal Data protection laws and regulations in force during the term of the Agreement. The Parties mutually agree to enter into negotiations to determine appropriate measures to ensure compliance of the aforementioned laws when needed.

**17.8 Failure to comply.** Supplier warrants that all representations and certifications provided by Supplier with respect to the Agreement, as required by law, at the date of the Agreement are accurate, current and complete.

The Supplier shall give notice immediately to Radiall of any investigation or legal proceeding initiated against the Supplier by any public authority relating to an alleged violation of applicable laws and regulations with respect to the execution and/or the performance of the Agreement by itself or its affiliates, subsidiaries, executives, employees, agents or any individuals or companies that may be involved in the performance of the Agreement.

Upon Radiall's request, the Supplier shall demonstrate the means implemented in order to ensure its compliance with the applicable laws and regulations and this Article.

The Supplier shall be fully liable for any and all consequences arising from a breach of the provisions of the present Article and shall indemnify and hold Radiall harmless against and from any claims, costs and damages (including attorneys' fees) resulting from any breach of such provisions.

The Supplier hereby agrees to indemnify and hold Radiall and its Affiliates harmless from and against all costs, damages or expenses suffered by them as a consequence of any failure by the Supplier to comply with any and all applicable laws and regulations.

The Supplier shall cause its Subcontractors to comply with such requirements.

Supplier acknowledges and agrees that failure to comply with this Article by itself or by its Subcontractors, and any fraudulent declaration thereof, would constitute a material breach entitling Radiall to terminate this Agreement in accordance with the "Termination for breach" Article, at Supplier's exclusive costs and expenses and without prejudice to any other remedy.

## **18 LIABILITY**

18.1 The Supplier shall be liable for any damage to Radiall, direct or indirect, physical, material or immaterial, punitive, consequential or not, caused by itself and/or any of its Subcontractors as well as for any third-party losses (including losses incurred by the Customer) with respect to the Products/Services and/or the performance of the Agreement. The Supplier agrees to indemnify Radiall in full for any and all consequences arising out of such damage or loss, including but not limited to all additional costs invoiced by the Customer to Radiall.

18.2 The Supplier, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by Radiall in the performance of the Agreement.

18.3 Radiall's acceptance of the Products/Services and/or payment of the Purchase Orders does not release the Supplier from its liability.

18.4 Radiall's entire liability under the Agreement shall not exceed the total amount of purchases of Products or Services paid by Radiall during the thirty (30) days prior to the date on which the claim is made by the Supplier. In no event will Radiall, be liable to the Supplier or any third party for loss of profits, consequential damages, special, incidental or punitive damages.

## **19 INSURANCE**

19.1 The Supplier agrees to subscribe and maintain at its own costs and expense, a commercial general liability insurance, including coverage for operations, completed operations, products liability (including design, manufacture and distribution of the Products), to cover its liability toward Radiall, its Customer or any third party that it may incur pursuant to Article "Liability" above, including in case of subcontracting of all or part of the performance of the Agreement, from a financially sound and reputable insurance company.

19.2 The minimum coverage amounts do not in any way limit or affect the Supplier's liability or obligations.

19.3 The above coverage shall contain an "Immaterial Non-Consecutive Damages" (INCD) clause as well as a clause relating to recall campaign costs and expenses incurred by Radiall, by the Customer or by a third party.

The Supplier will furnish, to Radiall, promptly at its request, a certificate showing compliance with this Article or certified copies of insurance policies as well as of the payment of the premiums. 19.4 The Supplier shall inform Radiall immediately in the event of termination or amendment of the insurance policy for any reason whatsoever. If such termination or amendment is likely to affect the Supplier's ability to pay compensatory damages as required by Article "Liability", Radiall shall be entitled to terminate all or part of the Agreement in accordance with the provisions of Article "Termination for breach".

## **20. OBSOLESCENCE**

20.1 The Supplier shall identify any products or processes which will potentially become obsolete and that may affect realization of a product for Radiall at least in the upcoming two (2) years.

20.2 The Supplier shall inform Radiall accordingly and propose solutions to reduce risks. Where practicable, the Parties shall agree on a recovery/mitigation plan including the design of a replacement product within a mutually agreed time frame. Any acceptance of a replacement product shall be subject to Radiall's prior written approval.

20.3 "Last Time Buy deadline" (LTB) is defined as the latest date the Supplier will accept a Purchase Order for the forthcoming obsolete products/processes. Production of the obsolete products/processes shall not cease before the LTB deadline. The notification period, defined as the period from the notification date as defined under Article 20.1 until the LTB deadline, shall be at least twelve (12) months before end of life of the product.

20.4 Radiall shall be entitled to issue and Supplier shall accept Purchase Orders for the concerned Products placed during this notification period, under the applicable terms and conditions set forth in the Agreement prior to the phase out/obsolescence notice, at no additional costs or obligations to Radiall. Delivery schedules shall be agreed between the Parties.

## **21 BUSINESS CONTINUITY**

During the term of this Agreement, Supplier shall annually identify and review the risks that could impact Supplier's ability to meet its performance obligations under this Agreement and take reasonable loss prevention actions to reduce the frequency and/or severity of the impact of the risk. In addition, Supplier shall develop and maintain actionable plans and strategies to limit any disruption of its performance obligations to a period not greater than two (2) weeks. The business continuity plan should identify the steps necessary to recover critical product/service-related functionality including, but not limited to, business activities, technologies, personnel and other resources. Supplier shall allow a formal audit by Radiall of Supplier's loss prevention and business continuity program. If Supplier, in Radiall's reasonable judgment, fails to comply with the requirements stated above, Supplier shall provide Radiall with eight (8) weeks of consignment inventory to ensure Radiall that Supplier is able to meet its performance obligations under this Agreement. Supplier shall notify Radiall within eight (8) hours after any event that may cause a disruption in the Supplier's ability to timely meet its performance obligations.

## **22 OBLIGATION OF INFORMATION**

As a specialist in its business the Supplier must, regardless of Radiall's ability and/or know-how, provide Radiall with all information, advice and warnings necessary or useful for the execution of the Agreement. Most particularly, the Supplier must:

- (i) Provide Radiall with any information and advice essential to the proper storage and use of the Products; and,
- (ii) verify that the Products' technical specifications are sufficient and pertinent, and inform Radiall of any non-conformity of such technical specifications to the regulations in force in the countries where the parts incorporating the Products will be sold; and,
- (iii) inform Radiall of any risk of quality shortfall or other deficiency in the Products of which Radiall should be aware, and immediately warn Radiall in case of discovery of a defect in the Products, particularly if such defect could endanger the safety of property or persons; and
- (iv) suggest to Radiall any action likely to improve quality and cost of the Products.

Should the turnover of the Supplier originating from the relationship with Radiall be equivalent or exceed 25% of its total turnover derived from its activity related to the Products and/or Services, the Supplier agrees to notify Radiall.

## **23 MARKETS**

With respect to any Agreement passed as part of a project with civil or military administrations, the provisions, general conditions and other statutory rules governing these agreements shall apply to such Agreement and be specified in the Agreement. Such specific provisions, general conditions and other statutory rules are expressly accepted by Supplier.

## **24 EMPLOYEES**

The Supplier shall be liable for the supervision, management and remuneration of all employees working under its supervision for the performance of the Agreement. The Supplier undertakes to employ, for the performance of the Agreement, only duly trained and qualified employees. The Supplier warrants that its employees pertaining to the performance of the Agreement are lawfully employed in accordance with the applicable law.

## **25 ACCREDITATIONS**

25.1 The Supplier must be accredited by the authorities mentioned in the Agreement and undertakes to take all necessary steps to maintain its accreditation. Accreditation must be awarded by an independent and duly authorized body.

25.2 The Supplier shall inform Radiall as soon as possible of any potential or actual change in its accreditation status and of the steps taken in response.

25.3 In the event of the failure of the Supplier to comply with its accreditation obligations, Radiall reserves the right to suspend performance of or to terminate the Agreement in accordance with the provisions of Article "Termination for breach".

## **26 SUBCONTRACTING – ASSIGNMENT – CHANGE OF CONTROL**

26.1 The Supplier shall not subcontract all or any part of its obligations under the Agreement without the prior written consent of Radiall. Notwithstanding any consent given to a subcontract, the Supplier shall be solely liable for the complete performance of the Agreement in accordance with its terms, including warranties and claims, and shall cause its Subcontractors to comply with the Agreement.

26.2 The Supplier shall not assign or transfer the Agreement for any reason whatsoever without Radiall's prior written consent.

Radiall may, without prior notice or any other formalities whatsoever, transfer or assign in whole or in part its rights and obligations arising under the Agreement to, without limitation, a third party acquiring all or part of Radiall's business (further to a merger, split-off, asset transfer or by any other means).

26.3 The Supplier will inform Radiall of any change of control or any change of its shareholders, at least sixty (60) days prior to the effective date.

## **27 FORCE MAJEURE**

27.1 The Party experiencing Force Majeure shall promptly so inform the other Party and shall furnish to the other Party proof of the specific event or occurrence beyond its control that interferes with its performance under the Agreement. The unaffected Party reserves the right to verify the existence of such event of Force Majeure.

27.2 In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the effects of such Force Majeure.

27.3 Force Majeure will excuse the affected Party from the performance of its contractual obligations only to the extent it is prevented from carrying them out. The affected Party shall use its best efforts to limit the impact of the Force Majeure. Unless terminated further to Article "Termination for Force Majeure", performance of the Agreement shall be resumed as soon as the Force Majeure has come to an end.

27.4 During any delay or failure of the Supplier to perform due to Force Majeure, Radiall shall have the right to take all necessary measures to assure continued receipt of the Products/Services, including but not limited to, manufacturing or performing such Products/Services itself or purchasing the Products/Services from another source.

27.5 Each Party shall bear its own expenses resulting from the Force Majeure event.

## **28 TERMINATION**

28.1 Termination for convenience. Radiall shall have the right to terminate the Agreement in whole or in part at any time, for any or for no reason, upon thirty (30) days prior notice by letter with returned receipt sent to the Supplier and without any particular proceeding including but not limited to legal proceeding; any liability to the Supplier; nor any compensation for such a termination to be paid to the Supplier.

Such termination shall be effective at the end of the notice period.

28.2 Termination for breach. Without prejudice to any compensation that Radiall may claim, Radiall shall have the right to terminate all or any part of the Agreement, by written notice of termination addressed to the Supplier which notice may be in any form with proof of receipt, in the event of total or partial failure of the Supplier to perform any of its obligations under the Agreement, which has not been remedied by the Supplier prior to the expiry of a fifteen (15) days period starting from the receipt by the Supplier of a written notice in any form with proof of receipt requesting the Supplier to remedy such total or partial failure. Such a termination shall be effective at the date mentioned in the notice of termination and at the earlier upon the expiry of the fifteen (15) days period.

28.3 Termination for Force Majeure. If the performance of the Agreement is suspended by reason of an event of Force Majeure and such suspension continues for more than two (2) months, Radiall may terminate the Agreement, without liability to the Supplier or payment of any compensation, upon written notice to the Supplier with proof of receipt. Such termination shall take effect immediately upon receipt of the notice of termination.

28.4 Termination by reason of change of control. Radiall reserves the right to terminate the Agreement immediately at any time and without any liability to the Supplier in the event of a change of control of the Supplier or the sale by the Supplier of a material part of its assets used to perform the Agreement. Any such termination shall be effective upon receipt of notice by the Supplier.

28.5 Termination for financial difficulties. Radiall reserves the right to terminate all or any part of the Agreement immediately at any time in the event of well-known financial difficulties suffered by the Supplier or of doubtful solvency of the Supplier, without any compensation or damages whatsoever to the Supplier. Any such termination shall be effective upon receipt of the notice of termination by the Supplier.

## **29 EFFECTS OF TERMINATION OR EXPIRATION OF THE AGREEMENT**

29.1 After termination or expiration of the Agreement for any reason, those terms of the Agreement which by their nature are to survive termination or expiration shall remain in full force and effect.

29.2 Upon termination of the Agreement for any reason, the Supplier shall immediately upon demand by Radiall sell at the actual cost to Radiall all inventories of raw materials and parts, work-in-process and/or finished Products and/or any related safety equipment used in the performance of the Agreement and which are in its possession at the effective date of termination. In no event

will Radiall have any liability to the Supplier and its Subcontractors for lost profits, engineering or equipment costs, unabsorbed overhead or any other damages.

### **30 TRANSITION PERIOD**

30.1 Upon termination or expiration of all or any part of the Agreement for any reason whatsoever, the Supplier agrees to do all things and to take all measures reasonably necessary or useful to assure that Radiall or any third party designated by Radiall, can continue, after termination or expiration of the Agreement, to deliver the Products or perform the Services without disruption. In the event Radiall would terminate this Agreement in whole or in part and without prejudice to the other indemnities Radiall would be entitled to hereunder, Radiall may procure, upon such terms and in such manner as it may deem appropriate, products or services similar to those so terminated, and Supplier shall be liable to Radiall for any additional costs, incurred for such similar products or services.

30.2 The Supplier shall, throughout the term of the Agreement, take all necessary steps to assure Radiall's ability to effect a transition in source of supply in accordance with the terms of this Article.

### **31 APPLICABLE LAW AND JURISDICTION**

31.1 Unless otherwise agreed under the Country Specific Terms hereafter, the Terms and Conditions shall be subject to and interpreted in accordance with French law without regard to its rules of conflicts of law.

31.2 Unless otherwise agreed under the Country Specific Terms hereafter, all disputes arising out of or in connection with the Agreement, which could not be settled amicably within fifteen (15) days from the occurrence of the relevant dispute, shall be finally settled by the Courts of Paris, France, whatever the delivery place and even in the event of any recourse in warranty, multiple defendants, incidental claims, emergency or summary proceedings or ex-parte motions.

31.3 The Parties expressly waive the application of the United Nations Convention on international contracts for the sale of goods concluded in Vienna on April 11, 1980.

### **32 MISCELLANEOUS**

32.1 The Agreement constitutes and represents the entire understanding between the Parties hereto and supersedes and cancels any and all previous representations, negotiations, commitments or agreements, oral or written, made prior to the effective date of this Agreement between the Parties with respect to the same subject-matter.

32.2 This Agreement may not be changed or modified except by an instrument in writing signed by the legal representative of Radiall or any other authorized person.

32.3 The Parties are independent contracting parties, and nothing in the Agreement shall be construed as:

- (i) creating between the Parties a de facto company, joint venture, agency or any other association of any nature whatsoever, each Party being individually liable for its obligations as defined in the Agreement; or,
- (ii) creating joint and several liability between Radiall and its Affiliates or among Affiliates themselves; or,
- (iii) allowing any of the Parties to act or declare it has power to act, toward third parties, as an agent or representative of the other Party, or by any other means bind the other Party to any obligation; or
- (iv) constituting an exclusive commitment for the benefit of the Supplier for the delivery of the Products.

32.4 The Supplier shall not, from the term of the Agreement and for a period of one year after termination or expiry of the Agreement, directly or indirectly, encourage or seek to encourage any person who is at the date of the Agreement, an employee of Radiall, to terminate their employment relationship with Radiall or to breach the terms of such employment. In case of breach of the above non-solicitation obligation, the Supplier shall pay an agreed penalty corresponding to twenty-four (24) months' pay of the relevant employee for any one breach. Moreover, Radiall shall be entitled to claim compensation for the loss caused by such a breach.

32.5 All rights and remedies available to Radiall as stipulated in the Agreement are not exclusive of any other rights and remedies available to Radiall, in particular under any applicable law.

32.6 The fact that one of the Parties does not apply, at any time, any of the provisions of the Agreement or does not request the application thereof by the other Party, or does not claim or is slow to claim for a right or remedy, shall not be considered as constituting a waiver of any such provision or of any other provision, or of any such right or remedy, or affecting the validity of the Agreement, or the right of each Party to subsequently claim the application of such provision or of the Agreement itself.

32.7 Should any term of the Agreement be, for any reason whatsoever, invalid or unenforceable, the remaining provisions shall not be affected by such invalid or unenforceable provision.

The Parties undertake to renegotiate such invalid or unenforceable term in order to restate a provision as nearly as possible to the original intention of the Parties and in accordance with applicable law.

## COUNTRY SPECIFIC TERMS

### **SPECIFIC TERMS TO ITALY**

Should Radiall's registered office be located in Italy, the following terms shall apply:

Payment terms: Unless otherwise stipulated in the Agreement or by the applicable law, payment shall be made by bank transfer the 10th day of the month next following the date that is ninety (90) days after the end of the month in which the invoices are received.

Applicable law and Jurisdiction: The Agreement shall be governed by and interpreted in accordance with law of Italy. All disputes arising out of or in connection with the Agreement, which could not be settled amicably within fifteen (15) days from the occurrence of the relevant

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dispute, shall be finally settled by the Courts of Milano, Italia whatever the delivery place and even in the event of any recourse in warranty, multiple defendants, incidental claims, emergency or summary proceedings or ex-parte motions.

### **SPECIFIC TERMS TO AMERICA**

Should Radiall's registered office be located in the United States of America, the following terms shall apply:

Applicable law and Jurisdiction: The Agreement shall be governed by and interpreted in accordance with law of the State of Arizona, USA. All disputes arising out of or in connection with the Agreement, which could not be settled amicably within fifteen (15) days from the occurrence of the relevant dispute, shall be finally settled by the Courts of Phoenix whatever the delivery place and even in the event of any recourse in warranty, multiple defendants, incidental claims, emergency or summary proceedings or ex-parte motions.

### **SPECIFIC TERMS TO CHINA**

Should Radiall's registered office be located in the People's Republic of China, the following terms shall apply:

Payment terms: Unless otherwise stipulated in the Agreement or by the applicable law, payment shall be made by bank transfer within ninety (90) days end of month.

Applicable law and Jurisdiction: The Agreement shall be governed by and interpreted in accordance with law of the Republic of China. All disputes arising out of or in connection with the Agreement, which could not be settled amicably within fifteen (15) days from the occurrence of the relevant dispute, shall be finally settled by the Courts of Shanghai, China whatever the delivery place and even in the event of any recourse in warranty, multiple defendants, incidental claims, emergency or summary proceedings or ex-parte motions.

### **SPECIFIC TERMS TO INDIA**

Should Radiall's registered office be located in India, the following terms shall apply:

Applicable law and Jurisdiction: The Agreement shall be governed by and interpreted in accordance with law of India. All disputes arising out of or in connection with the Agreement, which could not be settled amicably within fifteen (15) days from the occurrence of the relevant dispute, shall be finally settled by the Courts of Delhi, India whatever the delivery place and even in the event of any recourse in warranty, multiple defendants, incidental claims, emergency or summary proceedings or ex-parte motions.