

## 1. Scope

These present General Purchasing Conditions (hereinafter "Conditions") set out the general terms and conditions governing any purchase by SCALINX (hereinafter referred to as "Purchaser") of tangible or intangible goods (hereinafter referred to as "Products") and/or any services (hereinafter referred to as "Services"), pursuant to a purchase order placed by Purchaser (hereinafter referred to as "Order") with the supplier whose name and contact details are set out in the concerned Order (hereinafter referred to as "Supplier"). Purchaser and Supplier shall be hereinafter individually referred to as a "Party", and collectively as the "Parties".

Unless otherwise duly accepted in writing by Purchaser these Conditions shall apply to any Order placed by Purchaser and the terms and conditions set forth herein shall be incorporated by reference in any such Order. The Order executed by the Parties shall constitute the entire agreement between the Parties relating to the subject matter of the Order, to the exclusion of any other document, including the Supplier's general terms and conditions of sale, quotations, offers, catalogues or invoices. In case of contradiction or inconsistency, the specific conditions set out in an Order shall prevail these Conditions.

## 2. Ordering process

The Order shall be deemed to have been accepted by the Supplier without any formality if the Supplier does not express any written reservations within five (5) business days of its receipt. Any contemplated change to the agreed upon Order, including to the Products and the Services, shall be expressly agreed by Purchaser in writing and formalized in an amendment to the concerned Order duly executed by both Parties.

Upon acceptance, the Supplier shall issue a confirmation document indicating the exact description of the ordered Products and Services, the quantity, the Order date and the delivery date.

## 3. Subcontracting

The Supplier is not authorized to subcontract to third parties the performance of its obligations under an Order, without the prior written consent of the Purchaser. In the event of a breach by the Supplier of this obligation, the Purchaser may terminate the Order in whole or in part in accordance with Article 18 "Termination" herein, without prejudice to any other rights and remedies of the Purchaser, including the right to claim damages.

## 4. Packaging & shipment

The Supplier shall deliver the Products or provide the Services to the place provided in the Order. If no specific place is specified in the Order, the company seat of the Purchaser shall be deemed place of performance.

The Supplier shall deliver the Products and/or provide the Services in accordance with the delivery dates provided in the Order. The Supplier's timeliness and compliance with the mandatory dates provided in the Order are deemed essential obligations in consideration of which the Purchaser agreed to place the Order.

For the purpose of these Conditions, the delivery date is (i) the date of delivery of the concerned Products to the place of destination; and/or (ii) the date of effective and complete performance of the Services. Purchaser reserves the right to reject the delivery of and return, at the Supplier's expenses, any Products delivered before the scheduled delivery date.

The Products shall be packaged and marked by the Supplier in compliance with international standards and regulations in force. The Supplier shall be liable for any deterioration, loss or damage due to any package with inadequate or non-compliant marking. All deliveries shall be made in compliance with the instructions provided in the Order, as well as with applicable laws, norms and regulations on transport, customs, and export control.

The Supplier shall provide all shipping papers such as e.g. deliveries notes and packing lists shall be included upon delivery of the concerned Products. All such documents shall state the Order number and the identification marks stipulated by the Purchaser in the Order.

## 5. Export control

The Supplier shall inform the Purchaser of any applicable export control laws and regulations and more generally, any limitation as to the re-exportability of the Products.

## 6. Acceptance & transfer of ownership and risk

The Products and Services (hereinafter collectively the "Supplies") shall be free from any defect and shall comply with all the specifications and requirements provided in the concerned Orders and in any document to which the Orders refer, and with any applicable laws and regulations, as well as industry standards. The above obligation of compliance upon the Supplier is an obligation of result.

Upon delivery, the Supplies shall be subject to the acceptance procedure carried out by an authorized representative of Purchaser as set out herein. Final acceptance of the Supplies shall always be subject to the signature by the Purchaser of an acceptance form.

The Purchaser may reject any partially delivered Products or Services. In the case the Purchaser agrees to a partial delivery of the Supplies, the remaining quantity still to be delivered shall be stated in the Deliveries note.

The Supplier shall remedy without any delay and at its own expenses any non-compliance of the Supplies with the obligations mentioned in the concerned Orders and/or any other document to which the Orders refer, notwithstanding Purchaser's right to apply penalties, as referred to in Article 7 "Delay penalties" herein and any other rights and remedies, including to terminate the concerned Orders and/or seek damages for any loss incurred.

The ownership of the Products is transferred by the Supplier to the Purchaser upon payment. Notwithstanding the transfer of ownership, the Supplier shall retain custody of the Products and bear any risk associated thereto until final acceptance of the Products in accordance with this Article.

## 7. Delay penalties

The Supplier undertakes to inform Purchaser immediately of any event that might result in late delivery with respect to the due date mentioned in the Order. The Supplier undertakes to make all efforts, at its own expenses, to reduce or remedy such delay.

The Supplier is responsible for any non-compliant Supplies, or any delivery made after the due date. The amount of these penalties shall be either the amount of the expenses incurred by Purchaser due to the Supplier's failure to meet the due date, or a percentage of the value of the late or non-compliant Supplies. Unless stipulated otherwise, this percentage shall be 4% of the Order per week for the first two (2) weeks; thereafter, the percentage shall be increased to 6% per week, subject to a maximum of 40% of the value of the Order. The penalties are without prejudice to the Purchaser's any other rights and remedies, including the right to terminate the Order for breach of the Supplier and/or to claim damages for any loss incurred.

## 8. Prices

The price of the Products and Services are specified in the concerned Order. Unless otherwise stipulated in an Order, prices are fixed and firm, non-revisable, inclusive of all taxes and costs, including notably packaging, transport, customs clearance, loading/unloading, where applicable, storage costs, and insurance. Where applicable, the price indicated in the Order also includes in particular, where applicable, the installation and commissioning of the Products, as well as the fees for the assignment of intellectual property rights necessary for the use of the Products and/or pursuant to the Services. In the event of lower prices or higher discounts being granted by the Supplier to other firms for volumes of products or services comparable to those purchased by Purchaser, the Parties agree to launch a price adjustment negotiation.

## 9. Payment Terms

Upon acceptance of the Supplies by Purchaser in accordance with Article 6 herein, the Supplier shall issue the invoice associated with the concerned Order(s) by email to [jihane.fakhoury@scalinx.com](mailto:jihane.fakhoury@scalinx.com) and [vincent.arnould@scalinx.com](mailto:vincent.arnould@scalinx.com), and shall contain all the legally required information, as well as the Order number and the references and number of the delivery note. In case of partial delivery, Invoices shall specify the details of delivered Products and Services and shall contain the deliveries notes references.

Any invoice missing the information listed above shall be returned to the Supplier. Any particular term on the invoice that is contrary to the contractual provisions of the Order and/or these Conditions shall be null and void. The Purchaser shall not be obligated to pay any invoice which

is incomplete, erroneous or which does not comply with the provisions of this Article 9. In this case, the Purchaser shall inform the Supplier thereof as soon as possible so that the latter can send the Purchaser a corrected and compliant invoice.

Once the invoice has been issued in compliance with the above provisions, Purchaser shall pay each of the invoices by bank transfer at forty-five (45) days end of the month from the date of issue of the invoice. Should the payment due date be a Saturday, Sunday or a bank holiday the payment shall be due the following business day.

In the event of non-payment on the due date, and provided that the delay is not due to a breach by Supplier of its obligations or to force majeure, any undisputed sum will bear interest at a rate equal to the legal interest rate from the first day of late payment. In accordance with article D. 441-5 of the French Commercial Code, a lump sum of forty (40) euros will also be payable to cover collection costs.

### 10. Warranties

The Supplier warrants, for a period of three (3) years from their receipt without reservation by the Purchaser in accordance with Article 6 above, that the Products and/or Services shall comply with the Purchaser's requirements and specifications, the terms and conditions of the concerned Order(s), as well as any applicable law, regulation and/or industry standard.

During the warranty period, (a) the Purchaser will notify the Supplier in writing without undue delay about any defects and/or non-compliance as soon as these are determined during the ordinary course of business; (b) upon notice, the Supplier shall correct, repair, replace and/or reperform all non-conforming parts of the Products and/or Services at its expenses and risk and in a timely manner.

In addition, in case the Supplier is unable to remedy the defect and/or non-compliance within a reasonable period, the Purchaser may correct said defect and/or non-compliance itself or appoint a third party for such purpose, at the Supplier's expenses.

The Supplier also warrants that the Products are free from hidden defects in accordance with Article 1641 of the French Civil Code.

The warranties provided herein are without prejudice to any other rights and remedies of the Purchaser, including the right to claim damages for any loss incurred.

### 11. Quality, Safety and Audit

The Supplier shall comply with the best industry standards with respect to the design and supply of technology, as well as applicable safety norms and regulations. The Supplier shall inform, advise and warn the Purchaser about any specific, not generally known handling and disposal requirements and shall provide for each delivered Product a manufacturer's certificate or certificate of conformity (COC) within the meaning of the applicable Directives of the European Union or other applicable statutory provisions.

The Purchaser, a third-party independent auditor appointed by the Purchaser, and the representatives of public authorities, shall be entitled to carry out audits, including at all business premises of the Supplier in which work is carried out for the Purchaser. They may inspect all applicable and order-related documents for auditing purposes or to verify legal requirements.

### 12. Provision of Purchaser's Materials and Data

All documents, materials and information of any kind provided to the Supplier by the Purchaser remain the property of the Purchaser. They may be used exclusively for the provision of the Products or Services under the concerned Order(s). The Supplier shall insure all materials entrusted to it by the Purchaser against loss, deterioration, theft or any kind or degradation or destruction. The Supplier does not have any retention right with respect to the Purchaser's materials.

To the extent that materials provided by the Purchaser are processed, incorporated or transformed by the Supplier into a new Deliverable, the Purchaser is deemed to be the manufacturer. In the case of a connection or inseparable mixing with other objects, the Purchaser acquires the ownership in the new object.

### 13. Confidentiality

Any and all non-public information, including, without limitation, the existence and substance of the Orders entered into force between the Parties, the Products and Services, all commercial and technical information and documents, studies, drawings, test results, models,

samples, and similar objects, shall be deemed to be confidential information. Supplier agrees to hold such confidential information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of Products and Services to the Purchaser. Any authorized subcontractors shall be bound to confidentiality accordingly.

The Supplier may only mention or use the Purchaser's company name for commercial reference purposes, if the Purchaser has consented to any such contemplated use in writing in advance.

### 14. Spare Parts

The Supplier shall supply spare parts to the Purchaser under fair and reasonable conditions throughout the period of the usual technical lifetime of the Products, but in any case, for a period of at least ten (10) years after the last delivery of the concerned Products and/or Services. If the Supplier discontinues any Products and/or spare parts after expiration of the period set forth hereabove, the Supplier shall provide the Purchaser with the opportunity for a final thereof order under fair and reasonable conditions.

### 15. Intellectual Property; Open Source Software

The Supplier shall assign to the Purchaser, pursuant to the concerned Order(s), on an exclusive basis, all intellectual and industrial property rights relating to the Products and/or any deliverables created by the Supplier in the context of the Services (the "Deliverables"), including any related associated plans, technical memos, drawings, models, prototypes or tools, as and when they are created, for the entire world and for the entire legal term of protection of intellectual property rights, including any legal extension (the "Assigned Rights"), for all purposes of exploitation (including commercial, non-commercial, promotional, paid or free) and on all media it deems useful.

The Assigned Rights include in particular, without restriction:

- the right to reproduce all or part of the Products and/or the Deliverables, by the Purchaser or by any third party of its choice, by all means and processes and in all formats and on all media known or unknown to date, in unlimited numbers;
  - the right to represent and communicate all or part of the Products and/or the Services, by the Purchaser or by any third party of its choice, by all processes and by all networks known or unknown to date (in particular all electronic or non-electronic telecommunication networks);
  - the right of technical adaptation, including in particular the rights of modification, correction, arrangement in relation notably to any need for change of format and layout, translation into another language and creation of derivative works, by the Purchaser and by a third party of its choice, as well as the right to commercialize, free of charge or against payment, these adaptations;
  - the right to incorporate all or part of the Products and/or Deliverables in any other pre-existing or future work;
  - the right to market, distribute, commercialize and disseminate all or part of the Products and/or Deliverables, including in the form of a secondary or derivative work, by any means, including rental and lending, whether free of charge or against payment;
  - the right to file and/or register all or part of the Products and/or Deliverables, as a design, trademark, domain name and/or any other intellectual and industrial property right whatsoever, including the right to incorporate all or part of the Products and/or Deliverables into a patentable invention and the right to include all or part of the Products and/or Deliverables in any application for patent registration or for the purposes of any proceedings before any intellectual property office.
- Upon the Purchaser's request, the Supplier shall draw up and provide an intellectual and industrial property rights catalogue in which, as far as relevant for the respective Order, all Purchaser's copyrighted works (in particular software), production documents, industrial property rights-protected works and material bases are listed. For the avoidance of doubt, this also includes references of any third-party licenses which are used in the Supplier's Products or Services (in particular Software).

The Supplier shall inform the Purchaser as early as possible during the pre-sales phase, and in any event prior to the execution of the concerned Order, whether the Products or Services to be delivered use or incorporate Open Source Software (as defined below) and, if so, the Supplier shall provide the Purchaser with the complete list of all applicable Open Source Software licenses. During the performance of

an Order, the Supplier shall keep the Purchaser duly informed should it become aware that the concerned Products and/or Deliverables may incorporate any Open Source Software.

For the purpose of this Article, "**Open Source Software**" ("**OSS**") means a type of software in which the source code is released under a license where the copyright holder grants users the rights to use, study, modify, and distribute the software to anyone and for any purpose and which fulfills the criteria of Open Source Definition from the Open Source Initiative ([www.open-source.org](http://www.open-source.org)).

In case the Products or Services to be delivered by the Supplier contain OSS, the Supplier must comply with the license terms applicable to the OSS and shall provide to the Purchaser the following, before the Order is confirmed:

- The source code of the relevant OSS, as far as the applicable OSS license terms require the disclosure and provision of the source code;
- A list of all OSS used, indicating the applicable OSS license and including a copy of the complete text of such license; and;
- All further documentation, data and information as required by the applicable OSS license term or as necessary for Purchaser to assess the impact of the OSS on the Products or Services.

The Supplier may not incorporate any OSS in any Deliverables without the Purchaser's prior information and written consent.

Furthermore, the Supplier warrants that:

- No other OSS is used in the Products or Services than the OSS that Supplier has noticed to Purchaser;
- The concerned Products or Services shall contain a copyright notice in accordance with the applicable OSS license terms;
- Any other license obligations and duties of the relevant OSS have been fulfilled and complied with by Supplier; and
- The OSS is used and implemented in the Products or Deliverables in a way that may not restrict or otherwise limit the Purchaser's unfettered use and ownership of said Products and/or Deliverables (e.g., that such OSS will not result in additional obligations on the Purchaser such as an obligation to distribute said Products or Deliverables under specific terms or conditions or to divulgate source code).

In case of breach of any of the Supplier's obligations relating to OSS set out herein, the Purchaser may immediately upon written notice, without any other formality ("de plein droit"), terminate the concerned Order(s) and request a full refund of any fees paid, without prejudice to any other rights and remedies of the Purchaser.

### 16. Product Liability; Infringement of Rights of Third Parties

The Supplier shall defend, indemnify, and hold harmless the Purchaser against any claim from a third party alleging that the Products, the Services, and/or the Deliverables (a) infringe its rights, including intellectual property rights, (b) violate applicable laws and regulations, and/or (c) has caused to said third party losses due to defects attributable to the Supplier (the "**Third-Party Claim**"). In this case, the Supplier shall (a) pay all cost, expenses, fines, damages and settlement compensation arising from the Third-Party Claim; and (b) procure for the benefit of the Purchaser the right to continue using the concerned Products, Services and/or Deliverables, or within a reasonable delay provide a replacement thereof with similar functionality, performance and security requirements. The Purchaser shall refrain from concluding any agreements with the third party related to the Third-Party Claim, in particular from any settlement agreement, without the Supplier's prior approval.

### 17. Code of Conduct

The Supplier shall observe Purchaser's compulsory code on responsible and sustainable sourcing as contained in the "SCALINX Supplier Code of Conduct", which is accessible on the homepage of SCALINX ([www.scalinx.net](http://www.scalinx.net)). On request, the Purchaser shall provide the Supplier with a copy of this code.

If there is a suspected or actual case of Supplier being in breach of the "SCALINX Supplier Code of Conduct", SCALINX may request all information that is reasonably required to investigate and assess the case and audit the Supplier's relevant compliance management systems. The Supplier shall provide reasonable cooperation during this investigation.

The Supplier shall allocate to the provision of the Products and performance of the Services appropriately qualified, experienced,

sufficiently staffed resources, with the necessary skills including sufficiently qualified members on certain expertise on specific technologies. The Supplier shall provide information relating to its staff upon the Purchaser's request.

### 18. Termination

Either Party may terminate an Order in the event of a breach by the other Party of its contractual obligations under Articles 2 (Ordering process), 3 (Subcontracting), 4 (Packaging & Shipment), 5 (Export control), 6 (Acceptance & transfer of ownership and risk), 8 (Prices), 9 (Payment terms), 10 (Warranties), 11 (Qualify and safety, audit), 12 (Provision of Purchaser's materials and data), 13 (Confidentiality), 14 (Spare parts), 15 (Intellectual Property; Open-Source Software), 16 (Product liability; Infringement of Rights of Third parties), 17 (Purchaser Code of Conduct), 19 (Insurance) and 20 (Data Protection) of these Conditions which, if such breach is capable of remedy, the breaching Party has not remedied within thirty (30) days of receipt of formal notice sent by the other Party by registered letter with acknowledgement of receipt.

The Parties expressly agree that a material breach by either Party of Articles 3 (Subcontracting), 12 (Provision of Purchaser's materials and data), 13 (Confidentiality), 15 (Intellectual Property; Open-Source Software), and 17 (Purchaser Code of Conduct) of the Conditions, as well as any breach which cannot be remedied, shall entitle the other Party to immediately terminate the concerned Order(s) without prior notice, by registered letter with acknowledgement of receipt sent to the defaulting Party.

### 19. Insurance

The Supplier shall conclude and maintain with insurers of recognized reputation adequate insurance policies to cover its liabilities under the Order(s) issued by the Purchaser. The Supplier shall provide certificates of such insurances on request of the Purchaser at any time.

### 20. Data Protection

The Parties undertake to comply with all applicable laws and regulations on personal data protection. To the extent personal data is processed during the performance of an Order, the Parties shall carry out such processing in compliance with applicable laws and regulation.

Should the Supplier process personal data on behalf of the Purchaser and be deemed a processor within the meaning of Art. 4 and 28 Regulation (EU) 2016/679 'General Data Protection Regulation' (GDPR), then prior to such processing, the Parties shall execute a separate and written agreement for the purpose of the relevant data protection law requirements, in particular the requirements of Art. 28 GDPR. The Supplier shall not carry out any such processing before such an agreement has been concluded.

### 21. General Provisions

The laws of France shall apply to all legal relationships between the Purchaser and the Supplier.

The Courts of Paris shall have exclusive jurisdiction for all disputes arising from the business relationship as governed by these General Purchasing Conditions and the Orders, including any disputes relating to the execution, the performance, the validity, the interpretation and the termination thereof.

If any of the above provisions should be or become ineffective or be deemed null and void, the validity of the remaining provisions shall remain unaffected. The Parties shall agree upon a provision to replace the ineffective provision that approximates as closely as possible the original intent and purpose of the ineffective provision.