

**EOLANE GENERAL TERMS AND CONDITIONS OF SALE**

**1. GENERAL**

These terms and conditions of sale ("TCS") constitute the sole contractual agreement between the Parties, apply to all services performed by EOLANE, and override CUSTOMER's terms and conditions of purchase. Any order placed by CUSTOMER duly entails acceptance of these TCS. Any conflicting condition requested by CUSTOMER shall, in the absence of express written acceptance in advance, be unenforceable against EOLANE, regardless of the time at which it may have been brought to EOLANE's attention. The parties shall have the option of derogating from the TCS by means of an offer, an order, or specific conditions negotiated and signed by them.

**2. PROPOSAL - ORDER**

Unless stipulated otherwise, the EOLANE offer is valid for one month from its remittance to CUSTOMER, for the conditions, specifications, and quantities mentioned in the offer. The solutions, studies, and commercial conditions proposed in the offer by EOLANE are the exclusive property of EOLANE. In no event does transmission of the offer to CUSTOMER imply a transfer of intellectual or industrial property nor of any license.

EOLANE will issue a delivery receipt for every order within ten business days following its acceptance. EOLANE's failure to issue such a receipt shall not be valid as acceptance of the order.

Any change notified on EOLANE's delivery receipt will be deemed to be accepted by CUSTOMER unless CUSTOMER notifies EOLANE in writing of their opposition to the change within a maximum of ten business days.

In the event of any change to an order already received and confirmed by EOLANE, the previously granted conditions cannot be renewed without the written agreement of EOLANE. If not in writing, the previous conditions shall be considered inapplicable.

In the event of a request for modification of the Specifications, EOLANE shall submit a commercial offer reflecting the cost of carrying out such modification, notably including the cost incurred for components becoming unusable or associated development costs, and any other cost that EOLANE would bear, such as the financing of new stock. CUSTOMER undertakes to purchase the entire stock of finished and semi-finished products, components, and procurements that have become unusable within a period of thirty (30) days.

CUSTOMER is responsible for the compliance of its specifications with the regulations in force, and shall acquire the licenses and authorizations required for producing and marketing the product.

**3. ESTIMATE / SCHEDULE MANAGEMENT**

CUSTOMER undertakes to order the product quantities specified by the Parties. Where the stipulated targets are not achieved, CUSTOMER undertakes to compensate EOLANE for the costs and consequences incurred by EOLANE due to the failure to meet the said targets.

Any rescheduling, suspension or cancellation of an order or a forecast by CUSTOMER on grounds for which EOLANE is not liable shall entail reimbursement by CUSTOMER of the expenses thus incurred (specifically, stock management, stock repurchase, payment for orders and procurements committed to and/or non-cancellable by the suppliers, and production shutdown and restart costs). Restarting production shall be governed by a schedule defined by the Parties and shall take into consideration the components' procurement lead-time.

At the end of the program or deal, CUSTOMER undertakes to purchase, within a period of thirty (30) days following the acknowledgement of the end of the program, the residual stock of components related to the packaging and MOQ of the suppliers, at the selling price of the materials as established at the time of the most recent offer, plus shipment management costs, following agreement reached between the Parties concerning quantities of stock.

**4. DELIVERY TIMES**

EOLANE undertakes to deliver the products/services in accordance with the state of the art the deadlines agreed on by the parties. EOLANE will immediately notify CUSTOMER of any known or foreseeable delay in the accomplishment of its obligations. EOLANE shall make its best efforts to limit this delay and the associated costs, and to find a solution with minimal impact on the project. In no event shall such delays be grounds for cancellation of the order or CUSTOMER's suspension of payments due.

EOLANE cannot be held liable for a late delivery, and reserves the right to amend the agreed-upon deadlines in the following cases:

- any changes to the specifications by CUSTOMER;
- the technical, commercial, or any other specifications to be provided by CUSTOMER are not received in time by EOLANE;
- any delay due to a factor for which CUSTOMER is liable, specifically, design problems, late delivery of components supplied by CUSTOMER, operating defect in industrial resources provided by CUSTOMER, etc.;
- during the design, industrialization, and production startup phases;
- any event not in EOLANE's control, specifically a force majeure event, natural catastrophe, act of state, embargo, public prohibition, or any cause external to EOLANE preventing the performance of the services under the agreed-upon conditions.

No penalty shall be applicable if none is agreed on in writing in a specific agreement signed by both Parties. These penalties shall be flat-rate and final, exclusive of any other form of reparation, to which CUSTOMER agrees.

**5. VALIDATION OF PERFORMANCE MILESTONES**

Unless agreed otherwise, any validation of milestones shall be done by the Parties within a period of ten days from the milestone deadline.

**6. TRANSPORT, PACKAGING, AND TRANSFER OF RISKS**

The products/services are considered to be delivered to CUSTOMER according to Incoterm 2010 EXW (as defined by the C.I.C. of Paris).

They are shipped freight, packing, insurance, and customs duties at CUSTOMER's expense.

The specific terms and conditions for Product packing must be notified to EOLANE no later than the date of dispatch of the Specifications by CUSTOMER. Any request for special packing may entail an additional cost billed by EOLANE.

**7. MANAGEMENT OF OBSOLESCENCE:**

Each Party must inform the other at the earliest possible date of any notification of obsolescence or modification received from its suppliers with regard to Components, materials, or any other process contributing to the design or manufacture of the Product.

The Parties shall decide case by case whether to create a safety stock or any other solution, and shall define the arrangements for its financing and storage, as applicable.

**8. RESIDUAL STOCK**

In the event of a change in the Specifications, and where part of the Components becomes unusable, an inventory of the Residual Stock shall be drawn up by EOLANE and sent to CUSTOMER for the purposes of the acceptance by the latter of the associated financial cost.

In order to optimize Product end-of-life, CUSTOMER undertakes to notify formally to EOLANE entry into the phase termed "Product end-of-life", doing so at least 9 (nine) months prior to the cessation of production. A specific treatment process for the Product end-of-life shall then be carried out cooperatively by both Parties.

On termination hereof, irrespective of the grounds for termination, CUSTOMER undertakes to bear the financial cost of the Residual Stock of Components created for performance of the Procurement Plan, doing so at the selling price of the materials as established at the time of the most recent commercial offer, plus shipment management costs, following agreement reached between the Parties concerning quantities of stock, in addition to the stock of long lead-time components built up according to order projections.

EOLANE shall devote its best efforts to limiting stock of this kind.

**9. PRICING**

The prices shown are exclusive of tax, based on the economic conditions in force, and on CUSTOMER's specifications. They can be revised each year.

In addition, the prices may be adjusted during the year, specifically in the following cases:

- changes to the technical, logistics, or volume specifications;
- changes in the economic conditions in force, including a significant increase in the price of components or raw materials;
- unforeseeable change in circumstances rendering performance of the contract excessively burdensome for EOLANE, including component shortage, component obsolescence, new processes rendering a technology obsolete, or embargo;
- or a >2% fluctuation in the exchange rate.

The procedures for applying the new pricing shall be determined by the Parties in a new offer or order.

Should EOLANE accept, in its offer or in the course of the business relationship, to make investments for the performance of the services, CUSTOMER shall finance the entirety of said investments. Unless specifically agreed, NRE shall be invoiced separately and cannot be amortized in the prices of the products/services.

**10. PAYMENT TERMS**

Payments are due in compliance with the quote mentioned in the EOLANE offer, without accounting for currency price fluctuations and without a discount, and *franco* seller's place of payment.

Invoices are due net thirty (30) days from the invoice date. There shall be no offset between sums due from CUSTOMER and sums due from EOLANE.

The CUSTOMER undertakes to pay an advance payment of 30% to confirm his order.

In the event of payment delay or default, EOLANE shall be at liberty as of right and on the day following the due date for payment to invoice to CUSTOMER a late payment penalty in an amount determined by the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

Penalties shall be assessed starting the day following the settlement date on the invoice, with no reminder required. Furthermore, CUSTOMER is legally obliged to pay a lump sum for recovery costs in the amount of €40. If the recovery costs exceed the amount of this fixed sum, EOLANE may request additional compensation, subject to providing supporting documentation.

**11. TRANSFER OF OWNERSHIP**

The products / services shall remain the property of EOLANE until full payment of their price is made by CUSTOMER.

Nonetheless, upon their delivery, CUSTOMER shall assume the risks of loss, theft, or wear of the products, as well as the liability that these may incur.

**12. TOOLING AND GOODS ENTRUSTED**

Tooling entrusted to EOLANE by CUSTOMER shall remain the exclusive property of CUSTOMER and shall be inspected jointly by the Parties in order to place on record their condition at the time of transfer. Tooling financed by

CUSTOMER and developed by EOLANE shall become its sole property following full and entire payment therefor.

EOLANE shall be obliged to store the tooling in secure conditions, cover it for all damage by taking out insurance and shall mark it to identify it as the "property of CUSTOMER."

The costs of repair, maintenance, calibration, replacement, or adaptation of said tooling shall be for the account of CUSTOMER, upon presentation of a quotation by EOLANE.

It is understood by the Parties that tooling made available by CUSTOMER must be capable of producing the quantity of Products stipulated in the conditions requested by CUSTOMER.

**13. INTELLECTUAL PROPERTY**

EOLANE is the holder of all intellectual property rights to the results, projects, studies, documentation, and any code, design, technical information, or intellectual effort previously obtained by EOLANE, along with or independent of the contract with CUSTOMER. EOLANE retains ownership of the rights to the developments that are not expressly mentioned in the specifications, as well as all execution plans and items related to the manufacturing process, whether or not they have been invoiced. EOLANE reserves the right to reuse the know-how acquired in the execution hereof.

EOLANE undertakes to transfer to CUSTOMER the intellectual property rights to the results specifically developed by EOLANE, in accordance with CUSTOMER's specifications, at the time of their payment in full by CUSTOMER. CUSTOMER retains ownership of the information disclosed to EOLANE, and may exercise its right of inspection or right of withdrawal. Unless expressly mentioned otherwise, CUSTOMER authorizes EOLANE to use all or part of the service provided as a reference for communications, specifically the use of CUSTOMER's brand or trade name.

**Catalogue products and element of EOLANE ownership**

EOLANE remains the owner of all intellectual and industrial property rights to the catalogue products and elements of EOLANE ownership, including technical information, processes, designs, documentation, or technical information, ownership of which cannot in any event be transferred. Any other use or operation by CUSTOMER shall be covered in an operating license between EOLANE and CUSTOMER.

**Software**

Unless stipulated otherwise, EOLANE is the holder of all intellectual property rights to the software, projects, and documentation that accompanies it, as well as any updates, previous, current, and future versions, improvements, and any developments made by EOLANE. These rights shall in no event be transferred to CUSTOMER.

Unless mention is made otherwise, any integration or use of software in the services shall be covered by a user license. As a consequence, EOLANE cannot be held liable in the event of changes to any or all of the software by CUSTOMER or a third party.

**14. PRIOR RIGHTS**

Prior rights searches with respect to third-party intellectual property (e.g. filing of patents, marks, designs) is CUSTOMER's responsibility. CUSTOMER guarantees that its specifications do not violate any third-party intellectual property laws. As a consequence, EOLANE cannot be held liable in the event of legal action for infringement of intellectual property. The same is true for the Specifications.

EOLANE guarantees that it has the intellectual property rights to its products, processes, designs, software, or previous results used in the performance of the services.

**15. TECHNICAL ACCEPTANCE**

A price supplement will be charged for any request by CUSTOMER for technical acceptance testing.

Any technical acceptance testing of the products/services shall be performed within a period of five (5) business days from the delivery date. It shall not be interpreted as a suspensive condition of the sale and payment.

**16. WARRANTY/COMPLIANCE**

EOLANE undertakes to rectify any defect during the warranty period, to the exclusion of all and any other obligations whatsoever. In order to claim entitlement under the warranty, CUSTOMER must inform EOLANE of the existence of the defect within ten working days as from the time of its discovery and provide all supporting evidence as to the actuality thereof. It irrevocably agrees not to perform the repairs or have them performed by a third party. The costs entailed by the warranty shall be reallocated following a review to determine liability on a pro rata basis.

Application of the warranty shall give rise, at the discretion of EOLANE, to either the provision of a new or reconditioned replacement product or, alternatively, repair of the product.

Unless expressly agreed by EOLANE, no exchange or repair may extend the initial warranty period.

**Production:** CUSTOMER is bound to verify the apparent condition of the products at the time of delivery. Failing express notification of reservations by CUSTOMER within ten days of delivery, Products delivered by EOLANE shall be deemed to be compliant with the order.

EOLANE guarantees the products' proper functioning and compliance with CUSTOMER's specifications as well as the state of the art. This guarantee shall be valid for twelve (12) months from the date of delivery of the products by EOLANE to CUSTOMER. This warranty applies to the part of the product involved in any service performed by EOLANE. No product may be returned unless this has been previously agreed in writing by EOLANE.

Performance of services / design: EOLANE guarantees, for a period of six months as from the date of their delivery to CUSTOMER, that the results of the services performed by EOLANE are compliant with CLIENT'S Specifications.

#### Catalogue products and element of EOLANE ownership

CUSTOMER recognizes that in the prior art, it is impossible to guarantee that the catalogue products and element of EOLANE ownership will operate without any bugs or interruptions, nor that they will meet CUSTOMER'S conditions of performance or results.

EOLANE undertakes to correct any defect in operation resulting from a design flaw or material flaw in the catalogue products or an element of EOLANE ownership sold by EOLANE.

The duly documented defects shall be sent by CUSTOMER to EOLANE within a short time. After confirming a defect, EOLANE shall provide CUSTOMER with a corrected version.

Warranty exclusion: The warranty does not cover defects deriving from an absence or error in the specifications, defects linked to the Design or the Industrialization of the product where performed by a third party other than EOLANE, defects in the prototypes, defects deriving from items not included in CUSTOMER'S Specifications, damage attributable to external causes, costs of on-site search for the defective element, disassembly and reassembly of the product in its environment, defects related to normal wear and tear of the products, defects resulting from use that is not compliant with the product's intended use, maintenance that is not compliant with the recommendations or state of the art, unsuitable storage conditions, changes or repairs made by CUSTOMER or by a third party other than EOLANE, or compatibility of the products/services with requirements other than those mentioned by CUSTOMER in the Specifications.

#### 17. LIABILITY

If CUSTOMER is the designer, it remains liable for said design and its consequences, notwithstanding the manufacture by EOLANE.

EOLANE is liable for the compliance of its services with CUSTOMER'S Specifications, of the products, equipments, and building blocks it provides to CUSTOMER.

EOLANE shall compensate CUSTOMER for any direct, proven damage that results from defects attributable to EOLANE. In no event shall EOLANE be held liable for immaterial, indirect, or potential damages such as lost profits, customers, operation, loss of use, commercial harm, or damage to the image that would result from the performance, poor performance, or non-performance of the contract between the parties.

EOLANE shall not be liable for the harmful effects of the mistakes of CUSTOMER or of third parties resulting from the use of the products, technical documents, data, results, or any other element supplied by EOLANE.

EOLANE'S liability shall be limited to ten percent (10%) of EOLANE'S annual sales under the order concerned by the defect.

#### "CE" marking: CUSTOMER liability

CUSTOMER is therefore responsible for the "CE" marking and compliance of its products. Consequently, CUSTOMER undertakes and expressly commits to: perform a legal watch on the texts and laws applicable to its activity, its products, and the Services that are the subject hereof; immediately inform EOLANE of any legal changes that would require this latter to make technical modifications in order to continue producing compliant products; assume any financial surcharge incurred by said modifications; and ratify the technical modifications and assumption of financial charges in a rider.

#### 18. CONFIDENTIALITY

Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing or by any other media to one Party by the other Party.

The Receiving Party agrees to:

- preserve the confidentiality of said information with the same care as if the information were its own;
- not disclose said information to anyone (except for its employees, agents, or consultants bound by the same confidentiality obligation) without having received the express written authorization in advance from the Disclosing Party;
- honor its confidentiality obligation throughout the collaboration period and for a period of two (2) years after its end or cancellation.

Information which the Receiving Party can demonstrate, with written evidence, that it did not know previously, or that it entered the public domain, in the absence of any action or omission by the Receiving Party, or that it was obtained legally by the Receiving Party from sources independent of the Disclosing Party, is not considered confidential information.

#### 19. EXPORT CONTROL

CUSTOMER is responsible for obtaining any export license or waiver relating to the products. EOLANE undertakes to cooperate with CUSTOMER, specifically by providing it with any document required for obtaining said licenses or waivers and shall comply with the regulations in force. If a product should be subject to a regulation relating to export control, CUSTOMER undertakes to inform EOLANE in writing. If CUSTOMER does not inform EOLANE of applicable regulations, EOLANE shall not be held liable for any violation of such applicable regulation relating to Export Control. Therefore CUSTOMER guarantees EOLANE against any conviction, fine, or expenses paid to defend itself.

#### 20. Insurance

The Parties warrant that they have taken out all insurance necessary for the performance of services with an insurance company in good standing and maintain said policies in force until the end of the performance hereof.

#### 21. Assignment and sub-contracting

Since the contractual relationship has been entered into intuitu personae, the Parties agree that they are not at liberty to subcontract all or part of the obligations arising from it unless there is a prior written agreement with the other Party.

The rights and obligations that are the subject hereof may be freely transferred by either of the Parties to a successor of its choosing, on condition however of prior notice thereof to the other Party and the provision to that Party by registered mail, return receipt requested, of full information regarding the said successor and a written undertaking from the latter that it will fulfil the obligations stipulated herein.

The Parties may terminate this Agreement for convenience in the event that the assignee of the Agreement is a direct or indirect competitor of the other Party.

Notwithstanding the above, EOLANE reserves the right to subcontract all or part of the obligations arising from the present Agreement to any company belonging to the EOLANE group, that is to say any company of which FINANCIÈRE DE L'OMRÉE enjoys control as defined by Article L.233-3 of the French code of commercial law (*Code du Commerce*). EOLANE shall at such time inform CUSTOMER of this decision.

#### 22. Termination

In the event of a repeated or sufficiently serious breach of its contractual obligations by one or other of the Parties, the Party suffering prejudice shall be entitled to seek specific enforcement the obligations arising hereunder.

As an explicit derogation from the provisions of Article 1222 of the French code of civil law (*Code Civil*), where one or other of the Parties is in breach of its obligations, the Party suffering prejudice may not itself have that obligation performed by a third party at the cost of the Party in breach.

Further, the Party suffering prejudice due to the breach may, in the event of a sufficiently serious or repeated breach of its obligations, and after a formal demand for performance has failed to elicit either a response or a satisfactory response within thirty (30) days, terminate this Agreement for the future by letter sent registered mail, return receipt requested. Such termination shall be effective on receipt of the said letter, unless stipulated otherwise.

#### 23. COMPLIANCE WITH REGULATIONS IN FORCE

EOLANE hereby warrants that the products/services are compliant with regulations in force at the time of their delivery, as mentioned in the CUSTOMER'S Specifications.

Environment: The manufactured products shall be in compliance with international, European, national, and local regulations and standards in force in matters of health, safety, and the environment, specifically (not exclusively) in matters of hazardous substances and preparations (REACH, RoHS, asbestos, ...) including for the transport of hazardous materials, waste (packaging, WEEE, etc.), consumption of energy and natural resources, electrical protection, etc. CUSTOMER shall mention in its Specifications any regulation applicable to the product or required.

Provisions applicable to REACH chemicals: EOLANE hereby warrants that the substances, alone or contained in preparations or products that it has incorporated for the production in question, have been used in compliance with the provisions relating to registration, authorization, and restriction. EOLANE shall inform its CUSTOMER as soon as it learns of any changes to the composition of the products/articles in question.

#### 24. Personal data

For any processing of personal data conducted pursuant to these GTCP, the Parties agree to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e., the GDPR.

Each Party represents and warrants to the other party that it will strictly comply with the GDPR for all processing of personal data conducted in connection with these GTCP.

Notwithstanding any provision to the contrary, the Parties shall not incur any contractual liability hereunder insofar as compliance with the GDPR prevents them from fulfilling any of their obligations under this agreement.

#### 25. GOVERNING LAW - JURISDICTION

The present TCS are subject to applicable law in the location of the head office of the EOLANE subsidiary performing the services, excluding however the Vienna Convention of April 11, 1980, and without regard to conflict of laws.

In the event of a dispute over any or all of these TCS, the Parties shall seek, before any legal action, an amicable agreement. If no amicable solution can be reached within two months, the Court for the head office of the EOLANE subsidiary rendering the services shall have jurisdiction.

#### SUPPLIER'S SIGNATURE AND SEAL