

General terms and conditions of purchase of IRTS SA (CGA)

The purpose of these General Terms and Conditions of Purchase is to define the terms and conditions governing the Order, whether it concerns the supply of goods or the performance of services provided by IRTS to the SUPPLIER.

1- Essential Conditions for Order Acceptance

The Acknowledgment of Receipt of the Order (ARC) must be returned to IRTS duly signed by the SUPPLIER, within the following deadlines, if the SUPPLIER fails to acknowledge receipt of the order within a maximum period of eight (8) days and without reservation on its part, the order is deemed to have been accepted under the terms and conditions of the SUPPLIER.

Any commencement of execution of an Order by the SUPPLIER shall be deemed to be tacit acceptance by the SUPPLIER of the entire Order, including in particular the terms of these general terms and conditions of purchase.

The SUPPLIER must ensure that it is in possession of all the documents composing the Order.

By accepting the Order, the SUPPLIER acknowledges having received all the elements necessary for its execution. It is up to him to request any additional information he considers necessary.

The SUPPLIER acknowledges that he/she has read all the applicable documents referred to in the order and its annexes and has accepted them by transposition without reservation.

At the same time as an Order comes into force, the SUPPLIER must inform IRTS of the supplies included in the Order that are subject to a final destination control. The specific terms and conditions of the Order shall prevail over these T&Cs. The SUPPLIER expressly waives the right to invoke its own terms and conditions of sale, which are not enforceable against IRTS.

2- Time

Unless otherwise stipulated, they are understood to be supplies delivered to the places of destination defined in the order.

Deadlines are imperative and constitute a substantial element of the Order.

Any delay in delivery that is not due to the occurrence of an event constituting Force Majeure shall give rise to the application of penalties calculated as follows:

$$P = V \times R / 1000$$

P is the amount of the penalties, R is the number of calendar days late in relation to the contractual delivery date - the delivery note is the proof.

In all cases, the penalty for the late batch is capped at 10% of the order value.

Beyond ninety-one (91) days of delay, the PROJECT MANAGER may terminate the ORDER and the CONTRACT at the sole fault of the SUPPLIER, except in the event of Force Majeure.

The SUPPLIER waives the right to invoke any exonerating cause of liability, including any cause of force majeure, which would not be considered an exonerating cause in the relationship between the IRTS and the SUPPLIER. For the purposes of this provision, the Services subcontracted by the SUPPLIER shall be deemed to have been performed by the SUPPLIER.

These late payment penalties are not discharging or exclusive of any other compensation for the damage that IRTS may suffer as a result of the delay. Thus, in particular, and without prejudice to the payment of the above penalties, IRTS reserves the right, in the event of delay, to unilaterally terminate the order without formality or notice other than a simple registered letter to the SUPPLIER.

Early delivery or postponement of delivery dates will not be allowed without prior agreement in the form of an amendment.

3- Packaging

Packaging may not be invoiced or returned without the prior written consent of IRTS.

Any packaging instructions accepted by IRTS must be mentioned on the acknowledgement of receipt of the Order and on the delivery note.

It is agreed between the PARTIES that the packaging for the EQUIPMENT may be of the type (according to the EMS standards): D2R, B2R, A2R.

Any damage caused to the SUPPLY due to incorrect marking or packaging shall be borne in full by the SUPPLIER and therefore deductible from the payments that may be due to it by the IRTS in respect of the offending delivery. The EQUIPMENT is delivered with at least the following information:

• CONTRACT NO./ORDER NO.,	• Quantity
• Designation	• Specific marking if mentioned in the ORDER.
• Item number,	• Declaration of Conformity (according to model NLF-00015C).
• Serial number,	• If requested, copies of the acceptance documents filled in for each EQUIPMENT and stamped by the SUPPLIER.

4- Non-compliant delivery

The SUPPLIER has the obligation to deliver a product that complies with the terms of the Order.

The return of a non-compliant supply will be made, by IRTS on a collect basis, to the SUPPLIER's address and at the latter's risk. Any refused supply will result in a credit note and will be considered unexecuted.

5- Transfer of Ownership, Billing and Risk

The transfer of risk takes place according to the stipulated INCOTERM.

The transfer of ownership takes place simultaneously with the transfer of risks defined by INCOTERM.

By way of exception to the above, the special conditions of the Order may provide that the delivery is made to the SUPPLIER and will materialize, in this case, by the receipt by IRTS of a Provision Voucher signed by the SUPPLIER.

In the latter case, the SUPPLIER remains liable for the risk of the thing and is bound by all obligations attached to its capacity as custodian under the conditions of Common Law.

All invoices will be issued in 2 copies and must be sent to the establishment whose billing address appears on the Order. These invoices must include:

•	• Line No.	• Invoiced Quantity
---	------------	---------------------

ORDER NO.

By way of derogation from Law No. 85-98 of 25 January 1985, the SUPPLIER expressly waives the right to invoke any retention of title clause. Unless otherwise stipulated in the Order, prices are firm, fixed and non-revisable, net of any duties or taxes and are understood to be for supply delivered in accordance with the above articles.

6- Guarantee

The SUPPLIER guarantees that the supply will fulfil all the services and functions for which it is intended and will comply with the specifications of the Order.

The contractual warranty period is 24 months from the date of delivery, unless otherwise stated in the Order. The SUPPLIER undertakes to carry out, at IRTS' choice and free of charge, the replacement or repair of all or part of the supply that does not comply with the specifications of the Order, as soon as possible. The stipulated warranty is not exclusive of the statutory warranty. Thus, the SUPPLIER remains bound, under the conditions of common law, to the guarantee against hidden defects.

The SUPPLIER indemnifies IRTS against any action or claim by third parties in relation to intellectual property relating to the supplies, which is the subject of this Order.

The SUPPLIER shall bear any prejudice or damage suffered by IRTS as a result of such a claim, as well as all related costs, including attorneys' fees.

7- Price

Prices are firm and final. Any modification must be accepted in advance by IRTS, and must be the subject of an amendment to the order.

8- Delivery

All deliveries from France Métropolitaine must be made free of charge to the places of destination indicated in the Order.

They will be the subject of a delivery note accompanying the supply. The supply, the object of delivery, travels at the risk of the SUPPLIER. They must recall the number of the Order, the item numbers, the full description and the quantities for which the order was delivered.

IRT S reserves the right to refuse any partial or excess delivery of the Order. Any return of the surplus will be at the expense and risk of the SUPPLIER.

In the case of supplies not coming from France Métropolitaine, the delivery will be made in accordance with INCOTERM (IRTS site in METROPOLITAN FRANCE).

9- Regulation.

All payments will be made subject to the conformity of the supplies with the specifications and clauses of the Order.

If payments are to be made in metropolitan France, they will be after invoicing in euros, falling within at 45 days End of Month, or stipulated in the order.

The date taken into consideration for the determination of the maturities of the bills of exchange is the later of the following 3 dates:

- Receipt of the supply and the required accompanying documents or performance of the service (any delivery after the 24th of the month becomes the value of the following month),
- Receipt of the invoice,
- Date stipulated in the Order in terms of delivery, supply or performance of the service.

If payments are to be made outside metropolitan France or if they are stipulated in currencies other than the euro, they will, after invoicing, be made by international bank transfer.

10- Tools and goods loaned or entrusted

The tools or goods owned by IRTS made available to the SUPPLIER by IRTS are in the custody of the SUPPLIER under the conditions of ordinary law. Thus, the SUPPLIER insures in particular the costs and risks in its capacity as custodian within the meaning of the common law. In addition, the SUPPLIER may only use them for the purposes of executing an IRTS Order or with the express consent of IRTS. To this end, the SUPPLIER shall take out all necessary insurance and shall provide proof thereof to IRTS. The SUPPLIER shall inform IRTS of any changes in its insurance conditions, including in particular the amount of the capital guaranteed.

These goods and tools remain the property of IRTS. The SUPPLIER undertakes to return them in good condition at the first IRTS request.

11- Intellectual property

In the case of an Order for studies or development or specific products. (Product produced by the SUPPLIER from definition or manufacturing files provided by IRTS), IRTS acquires ownership of the results obtained by the SUPPLIER as they are executed, this includes in particular: blueprints, plans, technical notes, etc. drawings, models, prototypes, tooling including associated computer files. The SUPPLIER shall refrain from selling these products, or any result obtained under the order, to any company other than IRTS without the agreement of IRTS. In the event that the results are subject to intellectual protection, IRTS alone may file in its name and at its own expense any applications for intellectual property title and will benefit at least from an exclusive and unlimited license to use the results.

12- Secret

In the context of an Order, the term "Confidential Information(s)" covers any information or data disclosed by IRTS to the SUPPLIER, in writing, regardless of the medium, in computer or paper form, or orally, and including without limitation any written or printed documents, or more generally any means of disclosure of the Confidential Information that may be chosen by the Parties during the period of validity of an Order.

The SUPPLIER shall take all measures to ensure that the information (specifications, formulas, drawings, plans, etc.) communicated to the SUPPLIER in the context of an Order, as well as the results obtained by the SUPPLIER in respect of the order, is neither communicated nor disclosed to a third party, either by itself or by its own employees or subcontractors. Orders may not be executed, in whole or in part, by a Subcontractor without the prior written consent of IRTS. These terms and conditions will need to be forwarded to lower-ranking SUPPLIERS.

All computer files provided by IRTS to the SUPPLIER for the performance of the Services or generated by the SUPPLIER in execution of an Order are Confidential Information, the disclosure of which would be likely to prejudice IRTS.

The SUPPLIER undertakes, for **thirty (30)** years from the entry into force of an Order, that the Confidential Information:

- Be protected and kept strictly confidential and be treated with the same degree of care and protection that it accords to its own Confidential Information of the same importance,
 - Be disclosed internally only to members of its staff who have to know about it, and be used by them only for the purposes of the execution of an order,
 - Are not used, in whole or in part, for any purpose other than the execution of an Order,
 - Is not disclosed or likely to be disclosed, either directly or indirectly, to any third party or to any person other than those mentioned in paragraph (b) above,
 - Is not copied, reproduced or duplicated in whole or in part.
- All Confidential Information shall remain the property of IRTS, and shall be returned to IRTS immediately upon request and upon completion of the execution of an Order.

The term or termination of an Order shall not relieve the SUPPLIER of its obligation to comply with the terms of this section regarding the use and protection of Confidential Information received prior to the date of termination or the end of the term. The obligations contained in this Article shall remain in force for the period defined in this Article.

13- Advertising

The SUPPLIER undertakes to exhibit supplies manufactured according to IRTS's drawings, models or technical specifications only with the written permission of the latter.

More generally, the SUPPLIER shall treat all technical files entrusted by IRTS as well as supplies made for it as confidential information of IRTS under the conditions of Article 12 above.

Under no circumstances and in any form may the Orders give rise to direct or indirect advertising or communication, or be communicated to third parties, without the written consent of IRTS.

14- Public Procurement

To the extent that the Order constitutes a subcontracting of a public contract awarded by the State to IRTS, the SUPPLIER acknowledges and accepts that the regulatory texts, specifications, clauses and general conditions governing the said public contract also apply "mutatis mutandis" to the Order.

15- Right of Assignment

If applicable, IRTS reserves the right to assign or transfer to a third party all or part of its Orders, as well as the rights and obligations relating thereto.

16- Counterparties

To the extent that IRTS is subject to counterparty obligations under its main contract, the SUPPLIER undertakes to contribute to them in proportion to its participation in the subject of the said main contract.

17- Termination for Default

In the event of non-performance or late or defective performance by the SUPPLIER of its obligations, and for which it is liable either through its own fault, or through the fault of its employees and agents, or through the fault of its subcontractors and SUPPLIERS, IRTS may take without prejudice to the damages to which it may claim to terminate in whole or in part, by registered letter with acknowledgment of receipt of any order, after formal notice has remained unsuccessful for a period of thirty calendar days from the date of its receipt, possibly extended by mutual agreement. The services delivered are paid for by IRTS, after deduction of any late payment penalties. The SUPPLIER may claim reimbursement of the actual costs directly and actually incurred or incurred, and duly justified, for the performance of the Services ordered under the Order(s) terminated and not yet delivered. The amount refunded shall not exceed the

amount of the cancelled orders minus the amount of any advance payments or advances already paid by IRTS to the SUPPLIER in respect of the terminated Order(s), less any late payment penalties and may only relate to items that are the subject of the order; The SUPPLIER shall make every effort to reuse the elements already supplied and not taken back by IRTS in its own productions. In the event of termination of the Order under the conditions of this article, the SUPPLIER undertakes, at the request of IRTS, to transfer to it the outstanding stock of raw materials and/or finished or semi-finished products and/or the safety stock, which it uses for the realization of the Order and which it holds on the date of termination and/or study in progress. If the Services/Supplies have not been invoiced by the SUPPLIER, the SUPPLIER will make a request for payment on the basis of the price defined in the order for the finished products, and at cost price for the other supplies with all appropriate supporting documents. In this case, the SUPPLIER undertakes to provide or grant free of charge and within the deadlines indicated below to IRTS or to the third party chosen by it, the right to use the tools financed under the Order placed by IRTS with the SUPPLIER, the technical data, the documents, to the extent necessary for the completion of the Services, including during the agreed warranty period. The SUPPLIER shall bear the costs, expenses, indemnities and/or penalties incurred or incurred by IRTS as a result of this failure, in order to complete or have completed the Services. In the event of termination of the Contract by its Client, IRTS may terminate the Order in whole or in part at any time, by informing the SUPPLIER of its decision by registered letter with acknowledgment of receipt, subject to one (1) month's notice. The Parties will work together to assess the consequences of such terminations.

18- Responsibility

Thus, in particular, the SUPPLIER is at all times and in all places solely responsible for its employees or employees assigned to the execution of an Order.

He/she is responsible for the hierarchical and administrative supervision and will therefore be responsible for all the consequences of damage, of any nature whatsoever, that they may suffer or cause in connection with an Order.

19- Insurance

Without limiting in any way its responsibilities in respect of an Order, the SUPPLIER undertakes to take out and maintain in force with insurers known to be solvent and for adequate amounts of guarantee, in view of the risks incurred in the execution of any Order; the necessary insurance to cover all risks of loss or damage caused to the Products until their delivery as well as to the goods contributing to their manufacture.

Its civil liability is incurred for all bodily injury, material and immaterial damage (consequential or not) caused to IRTS, its employees and third parties before and after delivery of the Products.

The SUPPLIER shall produce, upon application for IRTS, all insurance certificates issued by insurers, attesting to the existence, validity and adequacy of the guarantees to the risks described above.

The SUPPLIER undertakes to comply with all of its obligations as an insured in order to avoid any forfeiture in the application of its insurance. The SUPPLIER undertakes to inform IRTS of any change likely to alter the scope of its guarantees and in particular in the event of notification of termination by its insurer. The PROVIDER must pay its premiums, IRTS reserves the right to request a copy of the receipts attesting to this.

In the event of default by the SUPPLIER of any of the obligations arising from this Article, IRTS may, by operation of law and without formality, unilaterally terminate the Order by simple registered letter with acknowledgment of receipt.

The SUPPLIER shall, at its own expense, take out an adequate insurance policy to cover:

- Its professional civil liability in the event of damage caused to IRTS and/or Third Parties by the SUPPLY that is the subject of this Contract,
- Risks related to the transport of EQUIPMENT,
- Damage caused to EQUIPMENT, COMPONENTS and SUPPLIES for any reason.

20- Special obligations of the SUPPLIER

The SUPPLIER is responsible for the choice and follow-up of its Subcontractors and SUPPLIERS.

The SUPPLIER using the subcontractor remains fully responsible for the subcontracted service.

The SUPPLIER undertakes to:

- Report any major structural changes within your organization, in particular industrial and Quality (e.g.: change of production site, technical and technological developments, etc.
- Maintain the confidentiality of the files entrusted to him,
- Accompany any development project with supporting documents proving that the product still meets the initial specifications, do not change Subcontractor or SUPPLIER without the prior agreement of IRTS,
- Passing on IRTS requirements to the Subcontractors or SUPPLIERS used.

21- Special prerogatives of IRTS

To ensure the effectiveness of the measures taken by the SUPPLIER to apply this document, IRTS, possibly accompanied by representatives of its own Clients, may undertake reviews, evaluations or audits at this SUPPLIER, or its 2nd level Subcontractors or SUPPLIERS.

On this occasion, the SUPPLIER must make available to IRTS and possibly to its own customers' representatives all the technical documents, procedures, bundles, plans, drawings, models, tools including the associated computer files, and quality records necessary for the execution of the Order and the control of the conformity of the supply.

If, during these reviews, evaluations or audits, information relating to the SUPPLIER's intellectual property is to be examined, a mutual agreement between the SUPPLIER, IRTS and possibly representatives of its own customers, will be established.

The SUPPLIER shall grant access to its establishments to IRTS and possibly to representatives of its own customers and shall provide them with the necessary resources and means to carry out their mission, also in the event of an extended assignment with the SUPPLIER.

The PROVIDER shall notify IRTS and possibly representatives of its own customers, of the information relating to its intellectual property concerning the documents made available. Individuals will not take the SUPPLIER that this information will not be disclosed.

If, during these reviews, evaluations or audits, compliance checks are carried out by IRTS and possibly representatives of its own customers or in their presence, the SUPPLIER will provide them with the necessary resources and means: qualified personnel, documentation, tools, calibrated measuring equipment and computer support.

The compliance checks carried out do not release the SUPPLIER from its contractual obligations.

IRT S will notify the SUPPLIER of the control operations it wishes to carry out at the SUPPLIER before delivery under an Order and in order to avoid any delay in delivery.

The SUPPLIER shall notify IRTS in advance of the proceeding.

22- Technical developments

When an Order is placed for specific products, the parties will provide each other with all the information relating to technical developments in the definition of the product that is the subject of the Order.

The technical changes will be carried out by the SUPPLIER after signature by the parties of the corresponding amendment to the annex to the technical and financial proposal. If the technical evolution does not have a financial impact, the SUPPLIER undertakes to accept the realization of the technical evolution at the request of IRTS.

If the implementation of the technical evolution involves financial consequences, the parties will negotiate an amendment based on the following principles: if technical developments render specific supplies acquired by the SUPPLIER obsolete, IRTS will buy back the quantities corresponding to the Orders in progress minus the accounting depreciation of stocks, taking into account the packaging. The SUPPLIER will make its best efforts to use these supplies in its own manufacturing/development.

For components in special packaging (rolls, sticks, etc.), provided that the SUPPLIER has exhausted all other possible solutions, such as returning supplies to their seller, cancelling current orders, etc., the SUPPLIER will provide the supporting documents and elements for calculating the surrender value.

23- Standards & Quality

The SUPPLIER is responsible for implementing an organization, methods and means based on a quality system that meets the requirements of the ISO 9001 V2015 standards as well as the standards and requirements specified in the Technical Specifications attached to the Order and allows it to guarantee the quality of the Supplies as well as their compliance with the requirements of the Order and to provide proof thereof.

It is the responsibility of the PROVIDER to obtain IRTS' consent to use:

- new standards that may appear during the execution of the Order, instead of those specified in the Technical Specifications,
 - index standards other than those mentioned specified in the Technical Specifications, which would be relevant to the Supplies.
- If it is found that the quality of the Supplies does not comply with the requirements of the Order, the SUPPLIER shall:

- communicate its quality control procedures and complete them, if necessary,
- allow the IRTS Client or IRTS' representatives to carry out audits and investigations on its premises to monitor the application of its quality control procedures,
- carry out the necessary modifications, replacements, repairs and repairs at its own expense and in compliance with the Contractual Deadlines.

24- Compliance with Regulations

The SUPPLIER undertakes to:

- Perform the Services with employees who are regularly employed with regard to the corresponding articles L3243-1, L3243-2, L3243-4, L122110, L1221-13 and L1221-15 of the French Labor Code.
- Collaborate with IRTS to enable it to fulfill its legal obligations under Articles L8221, L8221-5 and L8254-1 of the French Labor Code punishing undeclared work. To this end, the SUPPLIER must provide IRTS or any third party designated by the latter:
 - A "K-Bis extract or equivalent": a document mentioning the name or company name, the full address and the registration number in the RCS or the directory of trades or in a list or a register of a professional order or equivalent. An up-to-date version of this document that is less than 3 months old must be communicated every 6 months.
 - An "URSSAF certificate or equivalent": a certificate of provision of social declarations and payment of social security contributions and contributions provided for in Article L243-15 of the Social Security Code issued by the social protection body responsible for the collection of social security contributions and dated less than 6 months specifying, at least, the identification of the company, the number of employees employed and the total remuneration declared on the last summary form of social security contributions.
- An up-to-date version of this document that is less than 3 months old must be communicated every 6 months upon request from IRTS.
- A "Nominal List of Foreign Workers (Non-EU)": the nominative list of foreign employees employed by the service provider and subject to a work permit in accordance with French law, specifying for each employee his or her date of hiring, nationality as well as the type and serial number of the title equivalent to a work permit. This document must be communicated every 6 months at the request of IRTS on the basis of the SUPPLIER'S Single Personnel Register.

The SUPPLIER undertakes to adopt an equivalent level of vigilance with regard to its subcontractors and SUPPLIERS.

If he fails to comply with this legal obligation, the Order will be terminated at his sole fault in accordance with the terms of Article 18.

The SUPPLIER declares, under penalty of automatic termination of the Order and/or one or more Orders, at its sole expense:

- that it does not fall within the scope of the prohibition under Article 43 of the CMP (prohibition on participation in State contracts affecting those who have been convicted of an offence under the General Tax Code or the Labour Code) - that it has not been notified of any decision to exclude the Ministry of Defence from contracts.

The Supplies must comply with international, European, national or local regulations and with the standards in force in terms of health, safety and the environment, in particular (but not exhaustive) with regard to dangerous substances and preparations (REACH, RoHS, asbestos, etc.), including for the transport of hazardous materials, waste (packaging, WEEE, etc.), energy consumption and natural resources, carbon footprint, noise, electrical protection, fire, electromagnetic/ionic/optical radiation, vibrations, all personal safety rules and any other nuisance. The same shall apply to the exercise of the SUPPLIER'S activities. The SUPPLIER shall inform IRTS of any non-compliance with the regulations as aforementioned and shall indemnify IRTS for any consequences resulting from the SUPPLIER'S failure to comply with the obligation described in this article. Specific recommendations/instructions related to these possible non-conformities must be provided to IRTS in order to ensure the safe use and disposal of the Supplies throughout their life cycle, including end of life.

If the SUPPLIER is located outside the EU, it will nevertheless ensure, in the case of delivery in the EU, the compliance of the Supplies with these regulations and directives and will produce the required accompanying documents, unless otherwise explicitly specified by IRTS.

At the request of IRTS, during the execution of the Order or at any time in the event of a challenge against IRTS or its Main Client, the SUPPLIER must be able to provide evidence of compliance with its obligations and, to this end, it must communicate to IRTS any evidence or useful documents that it may have or obtain.

The SUPPLIER shall impose on its own subcontractors and SUPPLIERS the same obligations as those set out in this article.

The SUPPLIER undertakes to comply with the standards and other rules of use that would be stipulated in the Technical Specifications attached to the Order. It is the responsibility of the PROVIDER who has been selected by IRTS due to its knowledge of the field and the rules that apply to it to report to IRTS any specific applicable rules known to the PROVIDER.

25- Diverse

Duty to advise: The SUPPLIER owes IRTS all the information and advice essential for the use of the Supply that is the subject of the Order. It is required to verify that the specifications are sufficient and relevant to it, to inform the Client of any non-compliance of the specifications with the regulations in force.

Severability: If any provision of the Order was for any reason invalid or unenforceable, the remaining provisions shall not be affected by such invalid or unenforceable provision. The parties then undertake to renegotiate such invalid or unenforceable provision in order to restore a provision as close as possible to the original intent of the parties, and in accordance with applicable laws. **Waiver:** The failure of a party to enforce at any time a provision of the Order or to request that it be enforced by the other party shall not be deemed to constitute a waiver of such provision, or any other provision, or even affect the validity of the Order, nor the right of either party to subsequently enforce such provision or the Order itself.

The SUPPLIER shall refrain from assigning, transferring or subcontracting to third parties in whole or in part the rights and obligations arising from the Order without the prior written consent of IRTS, with the exception of the assignment of professional receivables.

26- Jurisdiction - Applicable Law

The SUPPLIER is liable for all direct or consequential material or immaterial damage caused by the execution of an Order. It will indemnify IRTS for any consequences that may result.

The order is governed by French law

Disputes, controversies or claims arising out of or in connection with an Order shall be submitted to mediation in accordance with the CMAP (Paris Mediation and Arbitration Centre) rules to which the Parties declare to adhere and in the event of failure of the latter within a period which shall not exceed two months (unless extended by mutual agreement by the Parties) from the occurrence of the dispute, controversy or claim, will be brought before the Commercial Court of Paris

END OF DOCUMENT