



LYNRED GENERAL TERMS AND CONDITIONS OF PURCHASE

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THIS GENERAL TERMS AND CONDITIONS OF PURCHASE ARE PROPOSED WITHIN THE NEGOTIATION WITH THE SUPPLIER FOR PURPOSE OF DETERMINING THE TERMS AND CONDITIONS APPLYING TO LYNRED PURCHASES AND WHICH SHALL APPLY TO ANY ORDER TO WHICH THERE ARE REFERENCED, AS IS OR COMPLETED BY SPECIAL TERMS AND CONDITIONS IF ANY.

1. PURCHASE ORDERS

1.1. Unless otherwise stated in a written agreement signed between the supplier or the services provider identified in the order (hereinafter the "Supplier") and LYNRED (hereafter called the "Purchaser"), the terms and conditions herein shall apply to all purchase orders for materials, equipment or services of any kind (hereafter referred to as "Products") issued by Purchaser to the Supplier.

No other provision will apply to the orders without prior written agreement between the Parties.

1.2. The purchase order is issued by mail or by electronic transmission, either as an attachment to an e-mail or on the Purchaser supplier extranet, the Supplier then receiving information by e-mail of its availability for loading on the portal.

1.3. An order is considered as final and binding, without prejudice to sections 5.1 and 14.1 as set forth below, upon Purchaser's reception in writing, by mail or e-mail of Supplier's acknowledgment of order within five (5) working days from the date of the order's issuance. The Purchaser can cancel its order without penalty nor compensation if (i) the order acknowledgment fails to return to him within five (5) working days after the order date (ii) he sends the request to the Supplier by mail, before the receipt of the order acknowledgment (iii) without the Purchaser's consent, the Supplier denies or modify the application of these General Terms and Conditions of Purchase as jointly amended by the Parties. Furthermore, any purchase order executed partially or totally without acknowledgment of order is deemed as agreed without reserve by the Supplier.

2. EXECUTION OF THE ORDER

2.1 The Supplier commits to execute the order in accordance with the provisions herein, any specifications provided by the Purchaser, the good practices, as well as, any regulations and norms applying thereto. Supplier is bound by an obligation to get results.

2.2 The Supplier has to verify and ensure he owns any rights and information required for the performance of the order, before its execution, and shall bear any liability resulting from the determination of the means used for its performance and of their potential deviations from Purchaser's expectations expressed.

2.3 The Supplier, as skilled and qualified professional in its field of activity is bound by an information and advice obligation towards the Purchaser.

2.4 The Supplier will inform the Purchaser in written of any situation of concern which could affect the performance of the order, and notably of any modifications arising in its organization or of any event that could delay the performance of the order.

2.5 Purchaser's representatives, who may be accompanied by those of its customers and/or the statutory authorities having an interest in the order, its performance and/or its warranty, are entitled to access to the Supplier's premises where order is performed, subject to a reasonable notice, in order to check the manufacturing processes, in particular to give special instructions, to control and/or test the ordered Products, by using, if needed, Supplier's test resources and facilities. Such inspection shall not be construed as reducing Supplier's liabilities towards Purchaser.

2.6 The Supplier undertakes to raise the awareness of its employees and service providers so that they contribute to the continuous improvement of its products compliance and safety.

2.7 Before performing the order, the Supplier undertakes to sign and to ensure that its personnel are familiar with the internal regulations and the "Charter for companies working on site" which was shared by the Purchaser.

3. PACKAGING AND DELIVERIES

3.1. Unless a special packaging is specifically defined between the Parties, Supplier shall supply the Products with appropriate packaging, taking into account the nature of the Products and precautions to be taken to protect the Products from humidity, bad



weather, corrosion, loading accidents, transportation or storage constraints, vibrations or shocks, etc. In any case Products shall be sealed, packaged, marked and otherwise prepared for shipment (i) in accordance with good commercial practices, (ii) acceptable to common carriers for shipment at the lowest rates and (iii) adequate to insure safe arrival to destination designated by the Purchaser in the order.

3.2. Supplier shall mark all packages and containers with all necessary lifting, handling, and shipping instructions, clearly identifying and marking items that need special care or special storage and/or transportation conditions, and shall specify precautions to be taken. Supplier shall label each package and container with shipping information, purchase order numbers, Purchaser's articles and/or Product references, lot number, serial number if any, quantity of Products, date of shipment, and name and address of consignor and consignee.

3.3. Unless particular instructions for packaging, marking or labelling have been specified by the Purchaser, the Supplier will be considered solely responsible for any damage to the Products or any extra costs due to incorrect or inadequate packaging, marking or labelling. As consequence, the Purchaser will be entitled to apply the provisions of section 6 below.

3.4. When delivering Products as including the deliverables of services, Supplier will send to the Purchaser at the time of dispatch a delivery note in case of hardware, or a deliverable report in case of services, both in two (2) copies, specifying (i) the date, the complete reference number of the order and the order line number concerned, (ii) the complete address of the consignor and of the consignee warehouse as the case may be, (iii) the Supplier batch identification, Product serial number if any, (iv) a detailed description of the Products, (v) a compliance Product certificate, (vi) Purchaser's Products references, (vii) number of Products in each packages and the total number of packages in the shipment, (viii) the identification gross and net weight of each package, (ix) the transportation mode, and (x) the date of shipment, and (xi), any documents required for customs clearance purpose in case of importations. The omission of one of the items listed above (points (i) to (xi)) may be deemed by Purchaser as a non-compliance to these General Conditions of Purchase. Certificate of compliance of the Products delivered will be sent, on electronic format to the following e-mail address:

3.5. Unless otherwise specified in the order by defining an applicable Incoterm 2020®, carriage of Products shall be at Supplier's own risk and expense. In any case, Supplier will provide adequate and sufficient insurance coverage for the Products until their arrival of the Goods at Purchaser's premises or the destination otherwise agreed.

4. TIME SCHEDULE AND DELAYS

4.1. Time schedule and delivery date(s) are defined by mutual agreement between the Parties and specified in the purchase order. Supplier's acceptance of the purchase order means Supplier's irrevocable commitment to meet the time schedule and delivery date(s) thereby set out.

4.2. Time schedule and delivery date(s) specified in the purchase order are of the essence of the purchase order and cannot be modified without written agreement signed by both Parties.

4.2.1. Early deliveries shall not be allowed unless accepted in writing by Purchaser in advance. In any case Supplier shall not be entitled to bonus or premium for anticipated delivery.

4.2.2. Supplier will inform the Purchaser promptly and without delay, the Purchaser in writing with the detailed circumstances of any events which may delay the execution of the order, without however being entitled to a delivery time extension. Supplier will make all reasonable efforts to minimize the delay in delivery and the consequences of the delay.

4.3.3. In case of delay, except due to a force majeure event, the Purchaser shall be entitled to claim late penalties as set forth below and/or to terminate the purchase order without prior notice, without prejudice to compensation of the losses and damages resulting therefrom.

4.3.4. Late penalties are of automatic damages nature and shall not discharge the Supplier from any potential damages which can be claimed as compensation of the losses and damages resulting from the delay and of the Purchaser's right to cancel the order. They become due after five (5) calendar days, without need of formal notice, according to the following formula: $P = [(V \times R) / 1000]$, where P is the amount of the penalties, V is the value of the late Products and R is the number of the calendar day of delay. They shall remain limited to 10 % of the concerned Products' value. The Purchaser will notify the Supplier the amount of late penalties in written. The Supplier expressly undertakes that the Purchaser, after a period fifteen (15) calendar days from the notice above, may deduct the penalties from the price to be paid to the Supplier for the concerned order, if within this period the Supplier has neither objected in written nor already paid the penalties claimed.



5. CHANGES, SUBSTITUTIONS AND CONTINUITY

5.1. Purchaser may ask modifications to the order, by amendment to the purchase order (the "Modifications") without these Modifications vitiate or invalidate the order in any way whatsoever. Supplier shall then acknowledge receipt of the amendment to the purchase order in accordance with section 1.3 above, in particular for informing the Purchaser of any changes, such as the price or the schedule that may result of the Modifications requested by Purchaser (the "Changes"). Failing by the Supplier to issue its reserves within 5 working days from the receipt of the amendment to the order including the Modifications, or in case of partial of full execution of the amendment, the latter and Modifications it includes are deemed as agreed without reserve or Changes. In case of agreement between the Parties on the Changes as resulting from the Modifications, the Changes shall be jointly agreed in written by the Parties and laid down an amendment to the order or a new order.

5.2. No changes or substitutions of the supply or deliveries of non-conforming Products made or proposed by Supplier shall be allowed unless previously accepted in writing by the Purchaser. Supplier shall further inform the Purchaser as soon as it detects or is made aware of any defects or non-compliance to any warranties as set forth in section 10.1 below, that affects or is susceptible to affect one of any delivered Products whatsoever, whether as purpose of a pending order or of any previous one.

5.3. Unless otherwise stipulated in the order, the Supplier undertakes to monitor the risk of obsolescence for a period of ten (10) years following the end of the warranty period for the last Product delivered (the "Continuity Period"), and if necessary, to notify the Purchaser immediately, and with a minimum of twelve (12) months' notice, any major modification of the Product or any planned production stoppage, in order to enable the Purchaser to place a final order for Products before the end of the notice period, for delivery within the following twelve (12) months, and to build up sufficient stock to satisfy the Purchaser's supply requirements during the Continuity Period.

6. ACCEPTANCE OR REJECTION OF PRODUCTS

6.1. The Purchaser is entitled to refuse any Products that do not comply with the order, specifications or prior indications as well as any Counterfeit Products that is knowingly delivered by the Supplier without prior consent of the Purchaser. A "Counterfeit Product" as used here-above means an unauthorized copy, imitation, substitute, reworked or modified Product or part of the latter (e.g. material, part, component) which is misrepresented as a specified genuine Product or part of an original or authorized manufacturer, including but not limited to, a false identification of marking or labelling, grade, serial number, date code or performance characteristics.

The Supplier will put in place a process to prevent risks of Counterfeit Products occurrence.

Non acceptance of Products will be promptly notified to Supplier by registered letter, fax, e-mail, delivery report or delivery bill with reserves. Failing to act for the replacement or reparation of the Products within ten (10) working days from receipt of said notice, or without formal objection by Supplier given in written within the same period, the Purchaser reserves the right to: (i) accept the Products as is, with a price discount; (ii) accept the Products after corrective actions at the exclusive costs of the Supplier, whether these actions are performed by the Supplier itself, by the Purchaser, or any other third party designated by the Purchaser; or (iii) to refuse the Products and to held them to the Supplier disposal, their return being in any case at its exclusive costs and risks.

6.2. Non-refusal of the Products does not in any way waive or limit the warranties pursuant to Section 10 below.

6.3. Any non-compliant Product shall be deemed as not delivered. In addition to the late penalties as set forth in section 4 above, without prejudice to the Purchaser's right to terminate the order and to claim compensation and remedies for losses and damages arising from a non-compliant delivery, a fixed compensation of one hundred and fifty (150€) euros will be claimed and due for payment by the Supplier for the administrative costs arising from the treatment of the non-compliant Products. The Supplier expressly undertakes that the Purchaser, after a period fifteen (15) calendar days from the notice above, may deduct the penalties from the price to be paid to the Supplier for the concerned order, if within this period the Supplier has neither objected in written the grievance nor already paid the claimed penalties.

7. OVERSHIPMENTS

Purchaser agrees will pay only for the ordered quantities. Over shipments will be held available to Supplier at its sole risk and expenses for a time period limited to ten (10) days from the date of delivery. If within this period of time the Supplier has neither taken the Products back nor sent instructions for shipment back at its costs, Purchaser will be entitled, either to return Products exceeding the ordered quantities to Supplier at Supplier's sole risk and expenses, or at its sole discretion, elect to purchase any,



all or part of such over shipments according to the terms of the applicable purchase order and to these General Terms and Conditions of Purchase.

8. TRANSFER OF TITLE AND RISKS

8.1. Unless otherwise agreed in writing by the Parties, transfer of title shall be effective upon arrival of the Products at Purchaser's premises or at the destination otherwise agreed, and at the time of the services are performed when the supply consists in services. Supplier expressly waives any reservation of title or property when the Products are delivered.

8.2. The transfer of the risks occur in accordance with the INCOTERMS 2020® provisions are applicable to the order. If neither INCOTERMS provision is applicable nor other indicator is set in the purchase order, the transfer of the risks shall occur in the same time as the delivery of the Products at the place designated by the Purchaser.

9. PRICING, INVOICING AND PAYMENT

9.1. Applicable price is defined between the Parties and is mentioned in the order or results from price calculation formulas as stipulated in the order. Such price shall always be stipulated firm, and not subject to revision or escalation, or any adjustment due in particular to currency fluctuation. Unless otherwise agreed in writing, price is fully inclusive of standard packaging and of any costs, risks, profits and taxes related to or in connection with the performance of the purchase order, including the intellectual property rights granted or transferred. No extra charge of any kind will be allowed unless specifically agreed in writing by Purchaser in advance and stated in the purchase order.

9.2. Supplier shall invoice Purchaser according to the invoicing schedule set out in the order. Invoices shall include (i) purchase order number or reference, (ii) quantity and description of Products supplied, (iii) date and reference of delivery notice and (iv) detailed price, and shall be accompanied by all the necessary supporting documents. The invoice is issued to the person designed in the order. Invoices that do not comply with the above conditions will be treated as null and void and will be returned to Supplier.

9.3. Payment term shall be forty-five (45) days from the date of the invoice, unless specific and more stringent provisions of public order applying.

9.4. In case advances or prepayments are asked/granted, their payment has to be covered by a first demand guarantee or any other guarantee agreed between the Parties.

In any case, definitive payments or final instalment in case of graded payment will be done only after delivery by the Supplier of all required technical documents, user guides and certificates of conformity.

9.5. In the case of late payment, the provisions of the French Commercial Code shall apply and in particular its article L.441-10. The penalties applicable pursuant the aforementioned legal provisions are exclusive of any other form of penalty, indemnification or compensation for the late payment."

10. WARRANTIES

10.1. Unless otherwise agreed in writing by the Parties, Supplier shall warrant for a period of twenty-four months (24) months from receipt without reserve, that the Products supplied (i) comply with all the specifications, schematics, drawings and data of Supplier (in any format) or provided by Purchaser and accepted by Supplier or jointly agreed by the Parties in writing; (ii) comply with all the requirements written on the purchase order, rules and principles set forth in the General Terms and Conditions of Purchase as set forth herein, (iii) are new, of good workmanship and according to the state of the art, free from any hidden defects, design, material, manufacturing or operating defect, repair or modification and (iv) are of merchantable quality. It is understood and agreed that Supplier is responsible for the supply of all parts and documentation required for a complete operation of the Products, even if not expressly mentioned by Purchaser.

10.2. During the warranty period, Purchaser shall notify Supplier in writing of any defect or malfunction of Products supplied and Supplier shall without any delay and at its expense replace or repair the Products or correct the defect or malfunction, including the possible damages caused to subassemblies of the Products or other products and/or equipment incorporating the Products. Supplier shall provide another twenty-four months (24) months warranty period for any replacement, starting on the day of the replacement Product delivery; or in case of repair or correction of the Product, an extension for the duration of the remaining of the warranty period equal to the unavailability period of the concerned Product.

10.3. If Supplier does not satisfactorily and within a short time, replace or repair the Products or correct the defect or malfunction, Purchaser shall have the right, at Purchaser's exclusive option, to (i) make the replacement, repair or correction



himself at Supplier's sole cost and expense, or (ii) have such replacement, repair or correction made by a third party at Supplier's sole cost and expense, and/or (iii) to obtain from Supplier total reimbursement of the purchase price paid for the defective or malfunctioning Products.

Notwithstanding the foregoing, the Purchaser shall be entitled to take any protective measures

10.4. Supplier agrees that the warranties specified herein shall be in addition to any warranties implied by law or expressly granted by Supplier other than specified herein and to any other warranties, whether express or implied, applicable to the relevant purchase. They shall survive any inspection, test, acceptance and payments by Purchaser, as well as any termination of orders or of agreements related to orders.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

11.1. Without prejudice to the provisions of section 11.2 below, each party remains sole owner of its information, data, methods, processes, patterns, designs, drawings or know-how, inventions, whether issued or acquired previously or within the execution of the order, whether or not susceptible of a protection by any title to intellectual property (the "IP rights").

11.1.1 If the Purchaser's IP rights are required for the performance of the order, Purchaser may grant to the Supplier a personal, non-exclusive, non-transferable and limited to the execution of the order, right to use said IP right, without charge, the Supplier forbidding any copy or reproduction nor use for any other purpose than the performance of the order.

11.1.2 Supplier grants to the Purchaser, on any IP rights needed for the use or exploitation of the Products, without any other price than the payment of the price of the Products, a right non-exclusive, irrevocable, worldwide to use and exploit said IP rights. This right being transmissible to any person of Purchaser's choice and especially to its subcontractors and/or the assignees of the Products, for the validity period of the IP rights, for design, manufacture and commercialization of its own products purposes.

11.2 The Supplier transfers, exclusively to the Purchaser, all results, items, data developed from the Purchaser's specifications, and especially any IP rights resulting from the order's performance or developed on behalf of the Purchaser.

As such, for the results that could be protected by author's rights, the Supplier transfers to the Purchaser all author's rights, including the right of representation, reproduction, translation, modification, adaptation, use and distribution, on any media, worldwide and for the duration of the author's rights.

Supplier expressly undertakes to make no other use of these results, items and data otherwise than for the execution of the order.

11.3. Supplier guarantees that the Products to be supplied and any part of them do not infringe any patent, license, industrial patent right, copyright, mask work right or any other industrial and/or intellectual property right of any third party. Supplier guarantees that it has full right to use, produce and sell the Products to be supplied and that Purchaser shall have full right to use and re-sell such Products.

According to this warranty, Supplier agrees to hold Purchaser harmless against any claim or action for infringement of a third party industrial or intellectual property right (a "Claim"), to pay all costs incurred by Purchaser for the defense of such claim or action, including reasonable attorney fees, and to indemnify Purchaser for any damage, loss and prejudice suffered by Purchaser as a direct or indirect consequence of such claim or action.

11.4 In the event any Claim occurs, or in the opinion of the Purchaser is likely to occur, the Supplier shall either: (i) procure for the Purchaser the right to continue to use the Products, or (ii) replace or modify the same so that it become non-infringing and provide substantially the same specifications, form and functions allowing its substitution to the related Product.

12. RIGHT TO USE TRADEMARKS AND BRANDS

12.1 Unless otherwise agreed in the Order or any other applicable document, and subject to the compliance with LYNRED's Terms and Conditions of Purchase as well as with the conditions of use specified in the LYNRED Graphic Charter, on the request of the Supplier at the following e-mail address : info@lynred.com,

12.1.1 the Purchaser grants to the Supplier a non-exclusive, free and non-transferable right to use its trademarks, logos, domain names and brands, and in particular those relating to LYNRED's corporate name and Products (hereinafter the "Trademarks"), for the purpose of promoting the Supplier's product in its commercial presentations. No brands or trademarks other than those mentioned herein, in particular third party's trademarks or brands, shall be associated with the Trademarks.



12.1.2 In the event that the Supplier wishes to use the Trademarks in a press release or to communicate on any event such as trade fairs or forums, it shall seek the prior agreement of the Purchaser. The Supplier and the Purchaser undertake to cooperate in the preparation of appropriate communication media.

12.1.3 The rights to use the Trademarks are granted for the duration of commercial relation between the Purchase and the Supplier and for the European Union territory. Upon termination of the commercial relation, for any reason whatsoever, the Supplier shall cease all use of the Purchaser's Trademarks. Any use of the Trademarks outside of the European Union territory shall be subject to the Purchaser's written consent.

12.2 In the event the Purchaser considers that the use made of its Trademarks is not compliant, it reserves the right to request the modification of the communication media and the Supplier shall modify its communication within five (5) working days.

12.3 The Supplier acknowledges that the use of the Trademarks does not create any property right or any other right than those expressly conferred by the present section. The Supplier shall not to acquire nor maintain any title, domain name or e-mail address containing in whole or in part one or more of the Trademarks.

12.4 Any rights herein are granted without any warranty nor representations, including any warranty against pending actions for third-party infringement brought against the Supplier. The Supplier shall not be liable for any damage or loss resulting from the use of the Trademarks.

13. PROPRIETARY INFORMATION AND CONFIDENTIALITY

13.1. Any data, drawing, design, equipment or other material or information to which the Supplier could access within the performance of the order, or in the course of its venue on the Purchaser's premises, whether is (i) provided by Purchaser or (ii) provided by Supplier but paid by Purchaser as a part of the Products' purchase price,

shall be solely owned by Purchaser and shall be considered Purchaser's proprietary and confidential information.

13.2. Any confidential information as further defined above will remain the property of the Purchaser and are disclosed to the Supplier solely for the needs of the performance of the order, exclusive of any other purpose.

13.2.1 Supplier undertakes (i) to not disclose the confidential information to any third parties; and (ii) to protect them against any disclosure or use non-expressly authorized by Purchaser. Supplier undertakes to disclose the confidential information only to those of its employees having a real need to know for the purpose of performance of the order and provided that they have been previously informed of their confidential nature.

13.2.2 The confidentiality and protection undertakings settled in this clause 12 will remain in full force and effect for the time of performance of the order and for five (5) years from its expiration or termination.

14. TERMINATION

14.1. Purchaser shall have the right to terminate the purchase order without paying any compensation or penalty to Supplier, (a) if the Supplier failed to provide the Purchaser with the information that would enable its qualification under due diligence verifications; (b) by registered letter with acknowledgment of receipt, if any of the following events occurs: (i) Supplier fails to deliver the Products (including the performance of any services) within the date scheduled in the purchase order, and the delay lasts more than one (1) week without being approved by Purchaser; (ii) Supplier fails to comply with warranty obligations; (iii) Supplier unreasonably withholds its consent to purchase order changes as per section 5 above; (iv) Supplier is in breach of any of its obligations as set forth in section 18; (v) Supplier is in breach of any of its obligations arising from these General Terms and Conditions of Purchase or from any other contractual document between the Parties to which the purchase order is subject, and breach is not cured within ten (10) days from reception of written notice from Purchaser of the breach; (vi) a proceeding under insolvency, bankruptcy or similar laws is commenced against Supplier; or (vii) an occurrence that constitutes a circumstance of Force Majeure according to section 17 hereafter results to a delay lasting for more than three (3) months from the scheduled delivery date.

In the cases specified in points (i) to (vii) above, Purchaser reserves the right to continue or ask a third party to continue, in whole or in part, the performance of the order, at Supplier's expenses. Supplier undertakes, upon demand of the Purchaser, to provide all information and documentation required for achievement of the order.

14.2. Furthermore, unless otherwise agreed in writing, Purchaser reserves the right to terminate at any time the order in full or in part, by registered letter with acknowledgment of receipt without having to justify the decision. Upon reception of purchase



order's termination Supplier shall immediately stop all work under that purchase order, place no further orders nor make any further commitments for materials or services to complete the work and make any reasonable effort to minimize costs and losses due to the termination. In case of termination that is not caused by a breach of the Supplier, Supplier shall be entitled to claim compensation, the amount of which shall be settled by mutual agreement of the Parties, taking into account the time of termination, the work already carried out and the costs and expenses already sustained by Supplier under the terminated purchase order, as well as the possibility to sell the Products to other customers.

15. LIABILITY AND INSURANCE

15.1. Without prejudice and further to the warranties and remediation obligations Supplier has adhered to herein, Supplier shall be solely responsible and liable towards Purchaser and any third party for any damages, loss or prejudice arising from performance, non-performance or improper performance by Supplier or Supplier's employees, agents or sub-contractors, of Supplier's obligations under the purchase order.

15.2. Supplier shall take out adequate insurance policies from a well-known and first rank company, to cover any liability that, subject to clause 15.1 above, might arise towards Purchaser, and hereby agrees to indemnify and hold Purchaser harmless against any such damage and liability resulting from the purchase order execution and its consequences. The Supplier shall handle to the Purchaser, on its first request, a certificate from its insurance company and of the payment of its insurance premiums; the amounts of its insurance coverage shall not be invoked as liability cap.

16. ENTRUSTED GOODS

In the event that the Purchaser provides the Supplier with products, equipment or documents (hereinafter the "Entrusted Goods") for which the Supplier temporarily assumes exclusive responsibility and custody. The Entrusted Goods are exclusively reserved for the completion of orders in accordance with the Purchaser's specifications. Entrusted Goods by the Purchaser remain the property of the Purchaser. They shall be identified as such and stored in such a way as to avoid any confusion with the Supplier's goods or those of third parties. The Supplier must ensure the protection of the Entrusted Goods and take out insurance cover with a reputable and solvent company. In the event of direct or indirect damage caused to the Entrusted Goods by any person, the Supplier shall (i) immediately notify the Purchaser in writing, (ii) take all measures to defend the rights of the owner of the entrusted goods and to put an end to said infringement, and (iii) indemnify the Purchaser for the value of the Entrusted Goods.

The Supplier undertakes to send the Purchaser an inventory of the Entrusted Goods before December 31st every year. If the said inventory is not sent to the Purchaser, the latter reserves the right to carry out the inventory itself at the Supplier's expense. Where applicable, the Supplier undertakes to return the Entrusted Goods in accordance with the specifications or terms of reference, on first request and, in any event, on expiration or termination of the Purchaser's order.

17. FORCE MAJEURE

Neither party shall be responsible or liable for any delay or failure in performance arising as a result of any occurrence or contingency beyond its reasonable control, including but not limited to, accident, act of God, acts of the public enemy, earthquake, fire, flood, labor disputes, riots, civil commotion, war (declared or not), requirements or acts of any government or agency thereof. The delayed party under force majeure event will notify in written the other within five (5) days of the occurrence of said event and of its impossibility to perform its obligations as per the order, and will take all necessary actions to mitigate the effects of such delay or non-performance for the other party.

18. COMPLIANCE

The Supplier declares that it is familiar with, and undertakes to comply in all respects with, the laws, decrees and regulations issued by any competent local authority, and generally with any regulations relating to the Products applicable in France, in the country or countries where the Products are manufactured, and in all countries to which it delivers the Products or to which the Purchaser declares that it will deliver the Products, and accordingly the Supplier commits to answering at no additional cost the Purchaser's requests for due diligence as well as, if applicable, to applying the resulting procedures with its business partners.

The Supplier declares that it will respect workers' rights and comply with applicable social, environmental and tax regulations. In particular, the Supplier declares that it will comply, in a non-limitative manner, with European Union provisions prohibiting or



restricting hazardous substances (including ROHS 2002/95/EU and REACH 1907/2006/EU), with "Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act" of the United States and with European Regulation 2017/821 of May 17, 2017 for any Products containing materials from conflict zones, as well as with French and European regulations on waste electrical and electronic equipment (including WEEE 2012/19/EU). In this respect, the Supplier undertakes to implement all necessary traceability measures in its supply chain.

The Supplier solemnly declares and warrants that it has not contravened any applicable anti-corruption, export control laws and regulations and to any applicable international sanctions, and that neither it nor its representatives or senior executives have, to its best knowledge, been subject to any civil or criminal sanctions, in France or abroad. In this respect, the Supplier undertakes to comply in all respects with (i) LYNRED's Responsible Purchasing Charter; (ii) applicable anti-corruption laws and regulations in France, Europe, the United States and the United Kingdom or in any other country in which it operates; and (iii) anti-corruption requirements in accordance with the 1997 OECD Anti-Bribery Convention and the 2003 United Nations Convention Against Corruption (UNCAC).

The Supplier warrants that it has not granted and will not grant, directly or indirectly, any gift, donation, payment, remuneration or benefit in kind whatsoever with a view to obtaining the conclusion of a contract or the placing of an Order by the Purchaser. The Supplier undertakes to obtain from its employees, partners and subcontractors a commitment similar to that which it makes under the terms of the present section. In all cases of violation or risk of violation of the terms of the present section, the Purchaser reserves the right to terminate the order with immediate effect and to claim compensation for the damage suffered.

18.1. Export Control. The Supplier undertakes to comply with all applicable laws and regulations relating to import and export controls ("Export Control Regulations") applicable on Products, goods or pieces of information (i.e. in particular materials, sub-assemblies, components, software, technologies, technical data and services) that are classified as dual-use or war materials ("Controlled Deliverables"), which the Parties may exchange in the context of their commercial relationship ("Controlled Deliverables").

18.2. In accordance with the regulations of the European Union, the United Nations and the United States, by accepting the order, the Supplier declares and warrants that (i) it is not owned by, controlled by, or affiliated with any embargoed state; (ii) it and its officers are not on any sanctions list; and (iii) that it undertakes to notify the Purchaser as soon as possible of any sanctions or exposure to the risk of sanctions mentioned in points i. and ii.

In accordance with the regulations of the European Union, the United Nations and the United States, by accepting the order, the Supplier represents and warrants (i) that it is not owned, controlled by, or affiliated with any embargoed state; and (ii) that neither it, nor its officers, shareholders and beneficial owners are on any sanctions list, and undertakes to notify the Purchaser as soon as possible of any sanctions or exposure to a risk of sanctions referred to in points i. and ii.

18.3 The Supplier at the origin of the transfer of a Controlled Deliverable undertakes to communicate without any additional cost to the Purchaser the export control status applicable to its deliverable Product ("Export Control Status") at the time of acceptance of the order (or in the event of impossibility of defining it at that time, at the latest on the day of transfer), by means of an ECCF or an appropriate marking on the technical document itself or on a document accompanying the Controlled Deliverable. The documentary marking must shall mention, as a minimum (i) the control regime (military or dual-use), (ii) the country or the countries requiring this control from which the inspection originated, and (iii) the applicable classification category.

Any modification or change in Export Control Status must shall also be notified immediately a soon as possible to the Purchaser. Unless authorized in writing by Purchaser, Supplier shall not supply Controlled Deliverables specifically subject to (i) Export Control Regulations ITAR and EAR-ECCN series 500-600 (USA) or (ii) military Export Control Regulations of any other country.

If applicable, the Supplier undertakes to immediately notify the Purchaser of the validity of the export license issued by a competent state authority, or exemption and waiver of an export license ("Governmental Authorization") and to provide the Purchaser with a copy of such Governmental Authorization or its reference, as well as any conditions and restrictions applicable thereto. The Parties undertake to complete, sign and stamp within a reasonable period of time any non-retransfer and end-use certificates (e.g. CUF, EUC, NTC, CNR) required by the relevant government authorities and which are a necessary for the reception of Governmental Authorizations and/or for shipping Controlled Deliverables. The Supplier who signs a certificate of non-transfer and end-use undertakes not to sell, transfer or export such Controlled Deliverables without the prior written consent of the competent state authority(ies). The non-issuance, refusal, suspension, invalidation or non-renewal of a Governmental Authorization may be considered as a case of force majeure.

18.4. Protection of personal data. The Parties undertake to comply with national and European regulations relating to the protection of personal data, and in particular the Parties undertake to use personal data only for the purposes of performing the order, as well as to set up all necessary security and confidentiality measures to protect this type of data, to ensure the compliance



of any transfers outside of the European Union, and to delete such data at the end of the retention period agreed between the Parties, and to comply with the requests of the persons concerned by such data. In addition, each Party undertakes to notify the other of any security breaches affecting the processing of such data. Depending on the type and volume of data concerned, an appendix and specific obligations may be required by the Data Controller.

18.5 The Supplier undertakes to obtain from its employees, partners and subcontractors a commitment similar to that which it makes under the terms of this section. In all cases of violation or risk of violation of the terms of this section, the Purchaser reserves the right to suspend or to terminate the order with immediate effect and to claim compensation for the damage suffered.

19. MISCELLANEOUS

19.1. Partial Invalidity. In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof which shall remain unaffected.

19.2. Waiver. Purchaser's waiver of a Supplier's breach or default under these General Terms and Conditions of Purchase shall not be a waiver of any subsequent default. Failure of Purchaser to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition nor shall it affect Purchaser's right to enforce compliance with such term or condition later.

19.3. Sub-contracting. Without Purchaser's prior written consent, Supplier shall not sub-contract directly or indirectly at any level the performance of the purchase order nor any part thereof. In case of acceptance by the Purchaser, the Supplier shall cascade all the obligations as set forth herein to its subcontractors and suppliers. In any case, Supplier shall remain liable jointly with its subcontractors towards the Purchaser and shall indemnify and hold Purchaser harmless against any and all claims from its sub-contractors and/or suppliers.

19.4. Assignment. The purchase order shall not be assigned to a third party without the prior written consent of Purchaser, except in case of assignment to a subsidiary or affiliates of either party, or to a company resulting from the merger of either party, or to a purchaser of all or substantially all of the assets of either party. However, the Purchaser's prior written consent shall be required in case the assignment or transfer occurs to the benefit of any Purchaser's competitor. For the purpose of the foregoing, any company designing, manufacturing or commercializing infrared detectors shall be deemed as a competitor.

19.5. Monitoring data. The documented data in connection with any order shall be kept for a minimum period of 10 years (unless otherwise specified in the order or in the attached specifications). The way of archiving of this documented data must be controlled to ensure that: (i) the data are available and suitable for use when access to is needed; (ii) the data are properly protected. Any deletion of documented data before the end of the archiving period is subject to the prior written agreement of the Purchaser, regardless of the archiving period stipulated by the order.

20. APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions of Purchase and any orders placed by the Purchaser are governed by and construed in accordance with the laws of France, to the exclusion of its conflict of law provisions. The Vienna Convention governing the International Sale of Products (1980) shall not be applicable. Any dispute, litigation, divergence or claim arising out of or relating to these General Terms and Conditions of Purchase and any orders placed by the Purchaser, including their existence, validity, interpretation, performance, breach or termination, shall be referred to and finally settled by the competent jurisdiction within the Court of Appeal of Paris, France. The Parties may, before any judicial action, mutually decide to choose an alternative dispute settlement procedure.

21. LANGUAGE & TRANSLATION

The French version of these General Terms and Conditions of Purchase shall prevail over their English translation.



DOCUMENT HISTORY			
Date	Author(s)	Version	Comments
20/07/2021	Claude Pichard	1.0	LYNRED document reference created and update of INCOTERMS 2020®
19/02/2024	Claude Pichard	2.0	Updating and adding chapters 10, 12, 16, 18.
05/03/2024	Claude Pichard	3.0	Adding chapter 9.5