

GENERAL TERMS OF PURCHASE (ELIS GTP - 01/2023)

1. SCOPE = The present Elis General Terms of Purchase ("GTP") apply to all orders placed by Elis with external suppliers for the manufacture or supply of materials, products or services of any kind.

The present GTP will apply in each of the following cases:

- in the absence of written general terms of sale for the supplier that have been accepted by Elis;
- to supplement the supplier's written general terms of sale in respect of subjects not covered by the latter;
- if the supplier has agreed to the application of the present Elis GTP.

Should one or more provisions of the present terms not be applicable for any reason whatsoever, all the other provisions will remain valid and in effect.

2. ORDERS = All orders will require the transmission of a written purchase order from Elis, sent by post, email or any other agreed written mode of communication. Orders may also be placed by electronic data transfer.

Each purchase order will specify the following in particular: reference number, names and characteristics of the products and/or services, quantity/weight, unit price ex-VAT, VAT, unit price and total including VAT, and delivery lead time and location.

Orders will be considered as accepted without reservation once the work begins or in the absence of a written refusal from the supplier within 72 hours of the latter's receipt of the order. During that time, Elis reserves the right to cancel the order with no compensation payable to the supplier.

If the supplier wants to reject the order, it must signal its refusal by the same procedures or by any other agreed written mode of communication.

In the absence of any special contractual agreement, an order accepted by the supplier will constitute a firm, final commitment on its part. The supplier may not hold Elis to any changes to the order without Elis's written consent.

3. LEAD TIME & DELIVERY = The lead time for delivery is binding and will be calculated from the date of receipt of the order by the supplier. The delivery date that appears on the order will be the date of arrival of the good or the date of provision of the services at the designated delivery location, not the shipping date. Elis and the supplier undertake to inform one another of any circumstances that may affect the delivery date.

The goods will be delivered by the supplier, under its sole responsibility, to the address provided by Elis on its purchase order and within the agreed lead time. The supplier must make an appointment with the recipient at least 48 hours in advance, to specify the delivery date.

4. DELIVERY SLIP & ACCEPTANCE = Each delivery is to be accompanied by a delivery slip mentioning, for each order number, the code and name of the good/service, the quantity delivered, the weight, the number of parcels and/or pallets delivered and, more generally, any information that could be used to determine the delivery's compliance with the order.

The delivered products and/or services must comply in every respect with the specifications, plans, standards and briefs stipulated in the order or on any related documentation.

Acceptance is formalized by an acceptance decision recorded in a report signed by Elis. That decision is made at the end of an acceptance procedure during which Elis inspects the delivered goods or services and verifies their full compliance.

If the delivered goods or services meet the order's stipulations, acceptance is pronounced.

Otherwise, Elis will issue reservations. Those reservations will be noted on the acceptance report. The anomalies or defects covered by the reservations must be remedied by the supplier, at its own expense and within the time frame defined by Elis. In order for the goods or services to be accepted, all of Elis's reservations must be corrected and withdrawn.

The supplier must then replace any non-compliant goods or deliver the missing quantity within the defined lead time, which will begin on the first agreed delivery date. Failing that, the penalty stipulated below may be applied to the supplier.

All expenses, namely for transport and screening, incurred as a result of a rejected delivery will be borne by the supplier.

Further, in the case of products recognized as defective or non-compliant, Elis reserves the right to cancel the order for the goods or services not yet delivered, without prejudice to any claims for damages.

The supplier will only be released from its liability in terms of compliance of the delivered products, once Elis has received the said products and been able to verify the supplier's complete fulfilment of its delivery obligations.

The transfer of ownership and risks will be effected by the acceptance decision. No clause retaining ownership that is stipulated by the supplier will be binding upon Elis, unless the latter has expressly accepted it in writing. The supplier must take out insurance at its own expense and in a sufficient amount to cover the risks of loss or damage of the goods during transport and through to acceptance by Elis.

The warranties on the delivered products or services will run from the date of the acceptance decision.

5. DELIVERY DELAYS, PENALTIES & CANCELLATION = The delivery date appearing on an order constitutes formal notice to deliver, with no further formalities required.

Save in the case of a force majeure event or a valid reason invoked by the supplier, failure to comply with the agreed delivery date for all the goods and/or services that are the subject of the order will lead to the supplier's payment of compensation based on the missing quantity of products/services, valued at the order's purchase price, in the amount of:

- 2 % for a delay of 8 to 14 days;
- 3 % for a delay of 15 to 22 days;
- 5 % for a delay of more than 22 days.

The delay is calculated from the first day of the week following the one scheduled for delivery of the goods. Further, in the case of a delay, Elis reserves the right to cancel the order for the products or services not yet delivered, without prejudice to any claims for damages.

6. PRICING & INVOICING = The unit prices, sourcing conditions and any quantitative discounts agreed between Elis and the supplier will be stated on the purchase order. All prices are provided and payable in euros.

The prices are stipulated exclusive of tax, with VAT to be added at the rate in effect on the delivery date, postage and packing paid through to delivery at the location indicated by Elis.

The delivered supplies will be paid based on an invoice made out to Elis or to any other Elis entity as stated on the purchase order. A separate invoice will be issued for each delivery. Each invoice must include the date, the order number and the delivery slip number. The invoices must also contain all the compulsory legal and regulatory information, particularly in relation to taxes and customs and the intracommunity VAT number of each party.

Unless otherwise agreed between the Parties, invoices showing the amount of VAT will be sent to the ELIS Accounts Payable Department in PDF format as an attachment to the following email address: factures.france@elis.com.

7. PAYMENTS = Unless in the case of any special terms and conditions agreed, payments will be made by bank transfer 60 days after the date of issue of the invoice.

In accordance with the legal provisions, invoices not paid by their due date will automatically bear interest at a rate equal to the rate of the European Central Bank at its most recent refinancing operation, plus 10 percentage points.

For the rate to be used, the rate applicable during the first half of the year concerned shall be the rate in force on 1 January of the year in question. For the second half of the year concerned, it shall be the rate in force on 1 July of the year in question.

This interest is calculated on the amount including all taxes of the remaining amount due, and runs from the due date of the price after prior formal notice made by registered letter with acknowledgement of receipt. Further, any late payments will entail the automatic application of lump-sum compensation for collections costs in the statutory amount of €40.

Elis reserves the right to refuse to pay for any product or service, or any related invoice, that was not the subject of a purchase order or a special contract issued by Elis.

Unless otherwise agreed in writing, Elis will only be bound to pay the agreed price once the supplier's delivery obligations have been discharged in full.

8. INTELLECTUAL PROPERTY = Each of the parties is and will remain the owner of its registered trademarks, company names, trading names, business brand names,

domain names and, more generally, its trademarks used to identify people, products and services, whether or not they are covered by specific legal protections.

In the absence of Elis's prior written authorization, the supplier may not under any circumstances reproduce, show, reference or use Elis's trademarks, brands or other intellectual property rights, in any way whatsoever, nor may it create or encourage any confusion or analogy.

The supplier warrants that the products are available for sale and do not infringe upon any third party industrial or intellectual property rights, and will protect Elis against any third party claims relating to the delivered products and/or services and undertakes to assume the costs and risks of legal defence by paying or reimbursing any expenses, legal costs and damages incurred by Elis, upon first request to do so.

Elis owns the results of any studies, prototypes, mock-ups, moulds and tools, documents and data that it has financed and that were produced on its behalf. The supplier may not claim any new industrial or intellectual property rights to those items based on know-how or trade secrets. Should Elis expressly accept the supplier's ownership of any of those items, the supplier must grant Elis a licence to use the said items for its own needs.

9. RESPONSIBILITY & INSURANCE = The supplier warrants that the delivered products and/or services will comply with the technical and contractual specifications and, more generally, with current legal and regulatory requirements.

The supplier will be responsible for any flaws or defects in its products, pursuant to current law and to its contractual obligations. The supplier will therefore assume responsibility for any personal injury or property damage caused by the delivered products and/or services and will protect Elis against the consequences of any legal proceedings lodged by the third party victims of any such injury or damage.

The supplier undertakes to take out a professional civil liability insurance policy with an insurance company known to be solvent, for both before and after delivery, providing sufficient coverage against any financial consequences of its civil liability in the event of any bodily injury, property damage or economic loss, whether direct or indirect, consequential or not, that has been caused to Elis, its clients or any third parties as part of fulfilment of an order.

The supplier undertakes to maintain that coverage throughout the duration of the order and to supply Elis with an insurance certificate, at the time of order placement, stating the payment of premiums, the term of the contract, and the coverage limits by type of event covered.

Under no circumstances may the benefit amounts be considered as limitations of liability.

The supplier undertakes to ensure compliance with these same obligations by any subcontractors that it may engage.

10. COMPLIANCE = The Supplier warrants that it, and its directors, employees, suppliers, partners, consultants, subcontractors, and any other legal or natural person acting for or on behalf of the Supplier, who intervenes in the context and for the performance of all orders placed by ELIS ("Associated Persons"), have complied with all applicable laws and regulations in the territories covered by these legislations, in effect at the time of order fulfilment.

In particular, the Supplier warrants, both for its own account and that of its Associated Persons:

- to comply with all anti-bribery and anti-corruption laws of any jurisdiction to which it is subject, and warrants that neither it, or any of the Associated Persons, have been the subject of any investigation, prosecution or enforcement proceedings before any jurisdictional, governmental or arbitral entity in relation with anti-bribery and anti-corruption laws, nor are there any circumstances which are reasonably likely to give rise to any such investigation, prosecution or enforcement proceeding;
- to abstain from, directly or indirectly, giving, promising, authorising, requesting, agreeing or receiving any facilitation payment, gift, reward, fee, discount, free service, and any advantage of any nature, for the purpose of influencing any act, decision or omission, or securing or rewarding an advantage in violation of anticorruption laws;
- to abide by all the principles and obligations defined in the ELIS Sustainable and Ethical Purchasing Charter, or "Supplier Code of Conduct", and to take all reasonable measures to ensure that any Associated

Person assisting the Supplier in its performance of all orders placed by ELIS complies with the Supplier Code of Conduct, which is available on the www.ELIS.com website and is incorporated by reference into this GTP as if written in full;

- to comply with all applicable economic and trade sanctions laws and regulations, export control and other related restrictive measures enacted by the United Nations, the United States, the European Union including its members states, the United Kingdom, and any other authority the Supplier and any Associated Person are subjects to ("Sanctions"), and warrants that neither it, or any of the Associated Persons, (i) are subject to Sanctions, (ii) are located or active in territories subject to Sanctions, (iii) are owned, controlled by or affiliated with government of territories or legal or natural persons subject to Sanctions, (iv) have engaged in any conduct that could reasonably be expected to result in it being designated as a person subject to Sanctions or are aware of any claim, action or investigation with respect to Sanctions, and (v) will not, directly or indirectly, use the proceeds resulting from orders placed by ELIS in any manner that could result in a violation of Sanctions by any person.
- to provide ELIS with products that are in compliance with the REACH Regulation no. 1907/2006 of the European Parliament and the Council of 18 December 2006, and in the case of the presence of any chemical substances, up-to-date safety data sheets for the delivered products in the territories covered by this Regulation.
- to provide ELIS with the documents and certificates required by Article D 8222-5 of the French Labour Code, at the time of order placement and then every six months as applicable until the order has been completely fulfilled, in case of intervention of its employees on an ELIS establishment located on the French territory.

The Supplier acknowledges that its civil and criminal liability may be invoked if it should deliver products and/or services that are not compliant with standards or with the legal and/or regulatory provisions in effect in the country where the products/services are being delivered and/or mentioned in this clause.

It is expressly understood by the Supplier that, in the event of non-compliance with this clause, ELIS reserves the right to terminate its orders as of right, without compensation and without advance notice or official warning, and the Supplier shall indemnify and hold ELIS harmless against all claims, losses, fines and penalties, or damage resulting from any breach of this clause by the Supplier (including any Associated Person).

11. TERMINATION & RESOLUTION = Any order may be terminated or resolved as of right, after an official notice to remedy has gone unanswered for 15 calendar days, on the grounds of failure to perform or breach of contractual obligations by the supplier, without prejudice to any claims for damages.

12. TRANSFER & SUBCONTRACTING = The supplier may not assign, subcontract or transfer Elis's order, in whole or in part, to any third party without the prior written authorization of Elis. The supplier will remain solely responsible to Elis for the proper fulfilment of the order under the agreed conditions and lead times.

13. CONFIDENTIALITY = All the information communicated by Elis shall be considered as confidential. The supplier undertakes to implement any necessary measures to ensure that none of the information transmitted by Elis or to which it may have access during execution of the order, as well as the ensuing projects and results, shall not be communicated to any third parties, either by its own doing or by its staff or agents.

14. APPLICABLE LAW = French law alone will apply to any orders placed by Elis, except in the case of any international accords.

15. DISPUTE RESOLUTION & JURISDICTION = Any disputes relating to the validity, interpretation, fulfilment or termination of an order placed by Elis shall, if they cannot be amicably resolved, fall under the exclusive jurisdiction of the Nanterre Commercial Court, including in the case of multiple defendants.

16. PERSONAL DATA PROTECTION = In the performance of the order, personal data may be sent between the Parties, in accordance with the applicable regulations, namely the 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 (GDPR - General Data Protection Regulation - hereinafter the "Personal Data Regulation").

The performance of the Order requires the processing of personal data in order for the teams to communicate and for the Order' performance to be tracked.

Each Party remains responsible for the processing of the personal contact data collected under the following terms:

- Each Party, in performing the Order, may need to process the personal data of the other Party's employees (namely technical and sales contacts), including but not limited to information such as full name, email address, physical work address and work telephone number.
- Each Party will (i) only process those personal data when strictly required for performing the services set out in the Order, (ii) comply with the Personal Data Regulation and (iii) take all technical and organisational measures to ensure the data remains secure and confidential.

The recipients of those data are themselves required to process them as part of their respective roles within the supplier.

The personal data are stored only for the full term of the order.

The data subjects of Elis' group (employees, legal representatives, etc.) have the right to access, correct and erase their personal data, and to challenge and limit their processing, and the right to data portability. They also have the right to withdraw their consent for any processing done on that basis and the right to stipulate directives relating to the fate of their personal data in the event of their death. They have the right to lodge a complaint with the competent supervisory authority. They can also exercise their right to the Data Protection Officer (DPO) designated by the supplier.