

## GENERAL TERMS AND CONDITIONS OF SALE

Effective as of October 1<sup>st</sup> 2021

These General Terms and Conditions of Sale ("GTCS") shall supersede any and all previous versions. They are very likely to become the subject of a new edition at any time.

### PRELIMINARY ARTICLE: GLOSSARY

**Contract:** this term is understood as defined in Clause 1.2 below.

**Day:** business days, i.e. excluding Saturdays, Sundays and public holidays in France.

**Offer:** any document (including commercial offers and/or pro formas) setting down the conditions under which the Supplier undertakes to supply products or services.

**Parties:** both the Client and the Supplier.

**Product:** products sold by the Supplier and covered in the Specifications.

**Acceptance:** it is considered the moment when the Client takes possession of the Products or is in a position to take possession of the Products.

**Specifications:** the Product specifications as given in either the Product terms of reference or the Product technical data sheets, as applicable, and specifically accepted by both Parties.

### CLAUSE 1: FIELD OF APPLICATION

**1.1** - These GTCS set down the rights and obligations of the company EUROSERUM ("the Supplier") and each of its clients ("the Client"). They apply to any sales of the Supplier's products, subject to any special conditions, amendments, framework contracts or any modifications made to these GTCS by express, written agreement by and between the parties.

**1.2** - The sales contract shall consist of the most recent Offer sent by the Supplier and its acceptance by the Client and by the GTCS (hereinafter referred to as the "Contract").

**1.3** - In the absence of any special conditions of sale between the Supplier and the Client ("SCS"), by simply placing an order, the Client unconditionally accepts all the clauses and conditions of these GTCS, notwithstanding any clauses shown on its commercial documents which shall not be applicable, including its order forms and general purchasing conditions.

### CLAUSE 2: OFFER - ORDER

**2.1** - Any order by the Client for Products should be placed with reference to a previous Offer by the Supplier. Failure to refer to an Offer on the order means the Client acknowledges and accepts that the most recent Offer sent by the Supplier shall be considered as the prevailing Offer.

Any Offer from the Vendor shall be formalised in writing in an explicit, clear and precise manner. In the same way, any other commercial information from the Vendor as shown in its catalogues, specifications, prices, technical and commercial documentation, among other things, are given for information purposes only and shall not constitute any formal offer in any way, the acceptance of which shall definitively bind the Vendor.

The Supplier reserves the right to withdraw without notice a Product from its aforementioned pricing or commercial documents.

The Supplier shall notify the Client of any substantial modification of a Product that is part of its ordinary business and is under no obligation to notify any other change.

Any modification having an impact on the nature of the Product, on the features and/or characteristics of the Product and potentially on its labelling, shall be understood as a significant modification.

**2.2** The Supplier's Offers shall remain valid only within the option / acceptance period indicated on them. Unless expressly otherwise provided in the Offer, the acceptance period is fixed at seven (7) days. The Vendor reserves the right to withdraw or change an Offer as long as it has not been accepted by the Client.

The sale is only complete after formal acceptance in writing of the Order by the Supplier and following the Client giving full guarantee of payment as required by the Supplier.

Failing written acceptance before expiry of the period given, the Offer shall be automatically rendered null and void.

**2.3** The simple fact of the Client placing an order with reference to an Offer from the Supplier carries full and entire acceptance of this Offer by the Client.

**2.4** Any Order constitutes a firm and definitive agreement by the Client with respect to the Supplier. Consequently, no Order may be cancelled or changed, wholly or in part by the Client, without the express and written acceptance of the Vendor. The Products shall be supplied by the Vendor to the extent that quantities are available. The Supplier shall do its best to see that the quantities available are sufficient to satisfy the Client's Order accepted by the Supplier. However, the Supplier cannot be held liable in the event of the total or partial unavailability of the quantities of Products ordered.

**2.5** In the event that an Order is disproportionately large compared to normal order levels from the Client, or is lower than the Supplier's minimum production levels, the Supplier reserves the right to delay, suspend or cancel the Order, or to reduce the latter to a normal level without notice or any formality other than advising the Client.

In any event, including cancellation or modification accepted by the Supplier, the Client shall alone bear any consequences that may arise, in particular being liable for all the associated expenses and acceptance of any potential changes to delivery delays.

### **CLAUSE 3: PRICE - INVOICING**

**3.1** The Products are sold at the price specified in the Offer and for the validity period thereof.

The price is understood to be in the currency indicated, exclusive of VAT and according to the Incoterm of sale indicated in the Offer. Failing any indication of an Incoterm in the Offer, the applicable Incoterm shall be "FCA - ex Supplier's factory or storage platform" for deliveries within the European Union and "CPT - port of destination" for deliveries outside the European Union (ICC Incoterms® 2020 version).

#### **3.2 - Invoicing**

The Vendor shall invoice the Products as soon as they are loaded in the factory for dispatch, whichever Incoterm is applicable.

The Vendor shall issue its invoices in accordance with the legal and/or regulatory terms and conditions applicable in France. The Client agrees to communicate to the Vendor, in a timely manner, any mandatory rules that are applicable to invoicing in the commercial territory of the Products.

Invoicing that is exempt from VAT may only be prepared if the Client has previously provided to the Vendor any key documents required for this exemption and which it considers is sufficient (e.g., Intra-community VAT N° for Clients established within the European Union, certification for VAT-free purchases, etc.). The Client is bound to indicate to the Vendor any transaction made according to the procedure applicable to export sales by foreign trade companies.

In any case, the Client will be liable for the VAT that should have been applied in the event of a dispute or subsequent refusal of the right to exemption before the required supporting documents are received.

In order to be considered, all disputes relating to the settlement of invoices (price, quantity, etc.), shall be sent to the Supplier by registered post with acknowledgment of receipt or by email, within a period of fifteen (15) days following the issue date of the disputed invoice.

The admissibility of a dispute relating to invoicing in no way prejudices its validity which will be the subject of a reasoned decision by the Vendor.

Any dispute that is potentially linked to invoicing may not justify any suspension, delay or defect, total or partial, of payment for the invoice in question by the Client, and/or of any other invoice issued by the Vendor.

### **CLAUSE 4: DISPATCH – ACCEPTANCE - RETURNS**

#### **4.1 - Transport, dispatch and transfer of risks**

Notions of delivery and destination indicated in the Offer shall be interpreted by reference to Incoterms® ICC Version 2020.

The chosen Incoterm shall specify the projected benefit method on services (packaging, warehousing, transport, customs formalities, insurance, etc.), and the risks and costs. In all cases, unloading of the Products shall be made at the Client's risk.

If the Products are collected by the Client or transport is organised by the Client, the Supplier shall inform the Client of the date that the Products are available so that the latter may organise the collection of the Products, at a date and time agreed with the Supplier.

Dispatches shall only be made according to availability of the Products. The Vendor is authorised to proceed with dispatches in a complete or partial manner.

In any event, timely dispatch may only occur if the Client is up to date with its obligations towards the Vendor.

#### **4.2 - Deadlines**

Deadlines indicated in the Offer are **approximate** and given on a **purely indicative** basis.

These deadlines shall be understood to run from the express confirmation of the Order which will take place upon acceptance by the Supplier of all the elements required for the processing or performance of the Order (e.g. opening the letter of credit, advance payment, etc.).

If the Client imposes on the Supplier, by its own act or by its willingness, delays in the dispatch of the Products, the Products shall be stored and handled at the expense and risks of the Client, without the Supplier incurring any liability. The Client shall thus exclusively assume the risk attached to the "Use-by" date of the Products and to any exceedance of the latter due to its delay.

#### **4.3 – Handling racks**

Apart from "lost" racks, expressly identified as such, handling racks used by the Supplier for the provision of Products shall be recoverable. They must therefore be returned and under no circumstances be transferred, lent, sublet or handed over, either free of charge or for a consideration.

Exchangeable handling racks (e.g. EUR pallets) must be exchanged by the Client on the day the Products are accepted by identical racks, on a one-for-one basis and be of an equivalent quality.

Rented handling racks shall remain the property of their lender and must be kept clean and in a good condition until removed by the carrier appointed by the Vendor or the lender. The Client agrees to enter into a commitment with the Vendor's lender and to comply with its obligations as custodian of the racks.

Failing the return of the recoverable racks under the aforementioned conditions, the racks shall be invoiced to the Client on the basis of the unit price chargeable at that time.

When the Products are transported in sea containers and transport is at the Supplier's option, the Client undertakes to refund the containers used for the transport within the time constraints. Failing this, the Client shall bear all the consequences arising therefrom, in particular payment of costs, i.e. demurrage charges, etc., that may be claimed on this basis by the carrier or its representative.

#### **4.4 - Acceptance, Control of the merchandise upon acceptance and Claims**

The Client undertakes to carry out Acceptance of the Products under the conditions agreed in the Contract.

In the event of delay in the Client's Acceptance of all or part of the Products ordered and made available by the Supplier in accordance with the Offer, the Supplier reserves the right to apply penalties of 1% of the value of the Products concerned for every 10 days' delay, up to a maximum of 5% of the value of the Products concerned.

In addition, if the delay in the Client's Acceptance of all or part of the Products ordered and made available by the Supplier is more than 60 days, the Supplier may terminate the Contract in accordance with Clause 8 without prejudice to any damages and penalties as set out below.

It is the Client's responsibility to inspect the Products upon their Acceptance on its premises or those of its representative. In the event of missing items, damage or delays, it is the Client's exclusive responsibility to carry out any steps and/or recourse against the carrier by following the applicable rules in this matter, according to the mode of transport (by road, sea, etc.) and the law applicable to the carriage contract. When the transport concerned has been organised by the Supplier, the Client shall send a copy of its claim to the Supplier.

If the Client considers that the accepted Products are non-compliant, it shall issue any written reserve to this effect to the carrier and inform the Supplier thereof without delay.

In any event, the Client shall notify in writing (registered letter with Acknowledgment of Receipt or by email) in a precise and substantiated manner, any non-compliance that it considers to have recorded, as soon as possible, and at the latest:

- Within three (3) business days following Acceptance of the Products if the Products do not conform to the Specifications (quantities, weight, Product references, etc.), apparent defects (in the exterior aspect of the Products, smell, etc.), damage and/or missing items.
- In other cases (hidden / undetectable defects) within fifteen (15) days as from Acceptance of the Products.
- In the case of defects detectable only during use, within 3 days of the discovery of the defect and within a period that may not exceed the "Use-by" date of the products concerned under any circumstances.

Other than these above-mentioned deadlines, no claim shall be admissible. Any claim must be accompanied by any supporting evidence enabling the nature and origin of said defect to be characterised.

Generally speaking, as soon as lack of conformity occurs, the Client is bound to inform the Supplier immediately and take all necessary protective measures.

Potential undetectable defects in the material and manufacture that violate the normal use of the Products are guaranteed under the conditions laid down herein, subject to the Products having been kept in their original, closed / unaltered packaging, in a cool, dry place in accordance with the Supplier's recommendations and/or uses.

#### **4.5. Return of Products**

The Vendor shall not accept any refusal, return or destruction of the Product that it has not previously authorised in writing, both on principle and on the terms and conditions (liability for expenses and risks). Generally speaking, the Client agrees to closely cooperate with the Vendor and provide all the documentary and/or statutory documentation necessary for the successful completion of the agreed operation.

Any breach of these principles or any Product returned without written agreement shall not give rise to any compensation in any way whatsoever, nor to any form of credit note, and the Client shall be responsible for any possible related expenses.

Any Product returned with the written agreement of the Supplier may only give rise to the latter's compensation if it has been kept, stocked and/or handled in compliance with the Supplier's recommendations and/or use.

## **CLAUSE 5: PAYMENT**

### **5.1 Payment terms - Collateral requirements**

**5.1.1** Apart from other means of payment that have been agreed, payment shall be carried out by bank transfer to the Supplier's bank account, in the same currency as that contained in the invoice. Payment shall be considered as the actual collection of the price by the Vendor.

Payment must be made in compliance with the payment date indicated on the Offer and repeated on the invoice. Except as otherwise provided, the payment term is set at 30 days from the date of issue of the invoice, provided that the Supplier has sufficient guarantees of the Client's solvency.

Early settlement shall not give rise to a discount.

**5.1.2** In the context of Client risk management, the Supplier reserves the right to request, even after conclusion of the Contract, payment in cash, early settlement and/or any guarantee it considers necessary.

### **5.2 - Delay or default on payment**

**5.2.1** - Partial or total non-payment of an invoice that is due for settlement renders other invoices that have not yet reached their expiry date immediately payable. Moreover, the Supplier shall have the right to suspend or cancel any Orders in progress and refuse any new orders, without prejudice to any other course of action, in particular those provided in article 7 "Reservation of ownership", or request early settlement.

**5.2.2** - Any sum not paid by the invoice due date shall give rise, as of right, to delayed payment interest at a rate equal to the rate of interest on refinancing of the European Central Bank in force on the repayment date, increased by 10 points.

Such interest is payable as from the due date of the invoice, without any reminder or formal procedure being necessary.

In addition to interest on arrears, a lump-sum penalty will be applied for non-payment on the due date equal to 15% of the total amount due, payable and not paid.

**5.2.3** - In the absence of payment of an invoice at its due date, a lump-sum compensation of 40 euros shall be automatically due and immediately requested for collection costs. The Vendor may request additional compensation when the recovery costs incurred are higher than this amount (particularly reimbursement of legal costs that may be incurred).

**5.2.4** - Settlement of the price is considered as being net of any deduction, charge and/or banking commission or other charges.

Payments may not be suspended by the Client under any circumstances nor represent any deduction, withholding or compensation, notwithstanding any existing dispute relating to the Products, without the prior express agreement of the Supplier.

**5.2.5** - Any discount or rebate, regardless of its nature, name or method of calculation, where appropriate, shall only be definitively acquired by the Client when the latter complies with all its obligations with respect to the Supplier, particularly regarding the timeliness of its payments.

## **CLAUSE 6: RESPONSIBILITY**

### **6.1 - Force majeure and other causes exonerating liability**

The Supplier is not responsible for any non-performance of its obligations (especially relating to non-delivery) when this failure is attributable to a case of force majeure or other cause exonerating liability.

Events that are specifically regarded as force majeure are transportation delays or interruptions for any reason whatsoever, unavailability or the shortage of raw materials or components, compulsory liquidation of one of the Supplier's suppliers or subcontractors, blockage or disturbance on the production sites and communication, telecommunications or postal means, fires, floods, total or partial strike, technical incident impacting the production capacity, broken machinery, epidemics or food crises, new statutory, health or customs requirements, embargo and trade-restrictive measures.

Force majeure shall also include measures ordered by a government or public authority or the implementation of measures taken by a company to protect the health or safety of persons in the event of an epidemic or other health or safety emergency that

would affect (i) any of the Parties or (ii) suppliers of energy or raw materials or other supplies to the Supplier, or (iii) the availability for work, transportation or working conditions of the Parties' workers or those of the suppliers referred to in point (ii).

Each Party shall inform the other Party, immediately by registered letter with acknowledgement of receipt or by email, of the occurrence of such a case when it considers that the situation is liable to compromise the performance of its obligations under the Contract.

In the event of such a case of Force Majeure, performance of the Contract or the relevant Order shall be suspended until the disappearance, suppression or cessation of the case of Force Majeure. However, if the case of Force Majeure lasts beyond thirty (30) days or if the performance of the obligation is definitive, each Party shall have the right to terminate the Contract or the Order, as of right, by registered letter with acknowledgement of receipt, sent to the other Party that complies with a notice period of ten (10) days, without any compensation being due by one or the other of the Parties. Notwithstanding the foregoing, the Client undertakes to pay any invoice for any order already manufactured, albeit partially, on his behalf.

## **6.2 - Responsibility**

The Vendor guarantees that the delivered Products comply with the Specifications.

The specific compliance requirements relating to the standards of the destination and/or marketing territories, as appropriate, must be notified beforehand by the Client to the Supplier in detail and formally accepted by the latter, particularly via the Specifications. The Client shall solely be responsible for their compliance.

The Client shall solely be responsible for their use, particularly with regard to their intended use. Any responsibility held by the Vendor shall be excluded in this respect.

In a general manner, the Client shall solely be responsible for assuming all the consequences (i) of any incorporation, transformation and/or modification whatsoever of the Products supplied by the Supplier, in which case any liability of the Supplier in this respect is excluded, (ii) in the event of defects caused to the Products through the Client's negligence or failure or that of any third parties; or (iii) in the event of an incompatible mix between said Products and other goods or substances.

The Vendor may only have its responsibility incurred in the event of non-compliance of the Products for which it has been established that it is exclusively attributable and that it has caused real losses directly for the Client. Defects that are apparent and/or detectable at the time of Acceptance, referred to in article 4, are excluded from the scope of this guarantee.

The Supplier declines all liability for the Products in the event of the Client failing to comply with conditions of storage, conservation or handling, use or lifespan, as defined by the Supplier's recommendations and, more generally, by any part of the Specifications. The Client agrees, in particular, to comply with the FEFO principle (First expired - First out) in the context of stock management of the Products. Failing this, it will solely assume all the consequences.

In any event, the Vendor's liability shall be limited to duly justified direct and material damage, to the exclusion of all others such as, without this list being exhaustive, indirect consequential losses, operational losses and/or shortfalls.

The Supplier's liability, for any reason whatsoever, when it is duly justified, may not exceed the amount of payments received for the Products under investigation, as well as the costs of related destruction, within the total limit of 120% of the price of the Products.

## **CLAUSE 7: RESERVATION OF OWNERSHIP**

**7.1 - Ownership of sold Products shall be transferred as soon as full payment of the price and its accessories by the Client (inclusive of VAT).**

Failure to pay in full and according to the agreed terms by the due date shall lead to a request for the Products to be returned automatically and without prior formality at the Client's expense.

Products held by the Client that are identical or similar to Products sold by the Vendor are deemed to correspond to unpaid Products.

**7.2 - The Client undertakes to take all provisions to keep the Vendor's right of ownership, in particular to subscribe to any necessary insurance policies. Any compensation shall be paid to the Supplier and all the supporting documentation for insurance taken out shall be provided to it. The Client also agrees to put into place any necessary formalities and/or actions to make this Supplier's reservation of ownership clause effective over the Products by following, among other things, the legal and/or statutory terms and conditions applicable in the country where the Client is established and/or the country where the Products are marketed.**

In the event of implementation of the reservation of ownership clause whilst partial payment has occurred, the latter shall remain the property of the Supplier by way of compensation of losses arising from non-fulfilment of the Contract, without prejudice to the Supplier's right to claim other damages in order to obtain full compensation of the losses incurred.

**7.3** - If the Vendor's cover may not be applied through the fault of the Client, particularly in the event of the use and/or resale of the Products, the Client shall be indebted to the Vendor for a lump-sum penalty equal to 50% of the amount of the unpaid invoice, covered by the reservation of ownership clause.

**7.4** - Settlement for the unpaid invoice, increased by the above lump-sum penalties, may then be claimed by the Supplier for any sums that it holds over the Client by way of contracts other than the Contract, such as reservation of the production period, advance of funds, down-payments paid for other orders in progress, etc.

The Client accepts in advance that the Vendor assigns priority to these sums over settlement of the unpaid invoice and the lump-sum penalty related thereto.

## **CLAUSE 8: TERMINATION**

The Supplier may rescind or terminate the Contract in the following cases:

- a) a delay of over 30 days as regards payment by the Client of all or part of any amounts due to the Supplier,
- b) a delay of more than 60 days in the Acceptance by the Client of all or part of the Products ordered and made available by the Supplier,
- c) a breach by the Client of one of its obligations related to the Supplier's IP Rights or to its confidentiality obligation,
- d) failure to insure the Products under reservation of ownership,
- e) the Supplier's action or inaction in such a way as to compromise the effectiveness of the Supplier's reservation of ownership over the Products or the Supplier's rights to the debt resulting from the sale of such Products, or
- f) the cessation of its business activities, suspension of payments, insufficient guarantees, the Client's receivership or compulsory liquidation, subject to mandatory legal provisions.

Termination shall be acquired automatically by law, by the dispatch of a registered letter with acknowledgement of receipt and the Supplier shall have the right to recover possession of the unpaid Products, without prejudice to any damages and the penalties and indemnities provided for in the Contract.

In the event that the Contract is rescinded for any reason whatsoever, and on the initiative of either Party, the Supplier is henceforth authorised by the Client, who accepts, to proceed with the invoicing of the anticipated stock that it would potentially have constructed on behalf of the Client.

## **CLAUSE 9: INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

"Intellectual and industrial property rights" ("IP Right(s)") is defined, without this list being exclusive, as brands, patents, drawings and models, settings, logo, copyright, prescriptions, formulations, and know-how.

The Client shall not acquire any IP Right as a result of any Offer, Order or Contract, these Rights remaining the exclusive property of the Supplier.

The Client shall undertake, in good faith, to ensure compliance with the IP Rights of the Supplier and, in particular:

- not to modify any of the Products and related documentation, brands and any other distinctive sign belonging to the Supplier;
- not to use and/or file, nor have a company belonging to its group and/or partner use and/or file, any brand or any other distinctive emblem, identical or similar to those of the Supplier, even after the business relations between the Supplier and the Client expire and in any of the territories;
- not to endanger the reputation and image of the Supplier's brand, its brand portfolio and its Products;
- not to use the brand, logo, photo, or direct or indirect reference, on any communication media, in particular websites, social networks, etc.

In the event that the distribution of the Products is entrusted to the Client, the latter agrees to carry out the promotion and advertising of the Products under the conditions that comply with the Supplier's IP Rights and in accordance with the prior instructions given to it, particularly concerning compliance with the graphics chart as well as the applicable statutory and/or legal requirements.

The Client agrees to immediately inform the Supplier of any infringement of the IP Rights, of its reputation and/or brand image, its brands and Products of which it has knowledge. On no account may the Client take actions or steps without the prior agreement of the Supplier.

In the event of infringement of its rights, the Supplier alone shall be in control of any communication in this matter and remain the sole judge of the advisability of taking any legal action that it deems useful.

In the event that the prescription and/or formulation of the Products has been developed by the Client and/or based on its Specifications, the Client guarantees the Supplier against any consequences of any actions, in any form whatsoever, emanating from third parties who are or claim to be the holder of any right over these IP Rights, which could be exercised in this regard against it and, in particular, by way of infringement proceedings.

## **CLAUSE 10: AUDITS - INSPECTIONS**

The Vendor has established on its sites specific procedures and instructions (prevention plan, safety protocol, etc.) that allow it to comply with the regulatory and standard requirements regarding health, the safety of its buildings, people and the environment.

Any visit to the Supplier's sites, for whatsoever purpose, requires to be organised in accordance with the internal regulations of the site and the Supplier and, in a general manner, any applicable rules and procedures currently in force at the Supplier's site, particularly in terms of health and safety.

Consequently, the Client may only carry out or have carried out any audit or inspection of the Supplier's facilities and procedures following the Supplier's prior and written authorisation, and subject to not disrupting the smooth running of the business and, in any event, the number of audits carried out may not exceed one audit per year per site.

The Vendor shall have sole discretion to decide on the appropriateness of the action sought by the Client and maintain full control of the implementation measures of the latter. The Client shall, in any event, comply scrupulously with the applicable rules on the concerned site and the Vendor's instructions.

The costs of the audits and inspections carried out at the request of the Client shall remain exclusively its responsibility.

## **CLAUSE 11: CONFIDENTIALITY**

Any information and documents, whatsoever their nature and/or their medium, transmitted by the Supplier, on the occasion and/or within the framework of business relations with the Client, shall be strictly confidential.

In particular, information shall be considered as confidential relating to, without limitation, the turnover realised with the Vendor, price offers from the Vendor, the processes, methods, prescriptions, formulations and know-how, specifications of Products and/or other technical elements related to the Products, whether covered or otherwise by a patent, specific marketing elements, or projects regarding Product development.

The Client shall refrain from divulging these elements to third parties or using them for any purposes other than the performance of the Contract concerned. It undertakes to return to the Supplier, upon request to this effect, any medium comprising these elements, and to destroy medium that is not materially recoverable, including when participation towards the cost of establishing them has been invoiced to the Client.

This confidentiality obligation shall be observed throughout the term of the Contract. However, after the end of the Contract, the confidentiality obligations provided in this Clause 10 shall continue to apply between the Parties as regards confidential information, the protection of which requires secrecy, for as long as it has not fallen into the public domain.

## **CLAUSE 12: COMPLIANCE, PROBITY AND ETHICS**

**12.1** - The Parties represent and warrant that they shall comply with and apply, particularly as regards the performance of the Contract, transacted business, agreements, national and international laws and regulations and the fundamental principles applicable to the fight against unethical conduct (including bribery, influence trafficking, misappropriation of public funds, taking illegal advantage of interest, favouritism, unlawful payments and money laundering) and conflicts of interest, without this list being exclusive:

- applicable French provisions, in particular the provisions of the French Penal Code, the provisions of Law n°2016-1691 of 09 December 2016 relating to transparency, the fight against corruption, and the modernisation of business practices (known as the "Sapin II Law"), as well as all the measures taken pursuant to this Law;
- applicable international conventions, particularly provisions from the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17th December 1997, the United Nations Convention on Combating Corruption (2003), and the provisions relating to the transposition of these agreements into internal French legislation;
- any other applicable local, national or international regulations as appropriate.

**12.2** - Each Party agrees not to allow or authorise work by (i) persons who have not reached the legal working age, (ii) persons not legally authorised to work, and (iii) persons who have not been declared to the competent authorities.

**12.3** - The Parties undertake to comply with and have all of their employees comply with the preceding provisions and stipulations, including any person or entity involved in the performance of the Contract (in particular representatives, agents, service providers, suppliers, clients and sub-contractors) or persons acting on their behalf.

**12.4** - Moreover, each Party acknowledges having implemented an internal Code of Conduct as well as an Ethics Charter/Code of Conduct in dealings with its co-contractors, and having rules and procedures for preventing and sanctioning any infringement of the preceding provisions and stipulations.

**12.5** - If, at any time throughout the duration of the Contract, one of the Parties establishes that the other Party is not performing the Contract regarding strict compliance with the transacted business, agreements, national and international laws and

regulations, the fundamental principles applicable to the fight against unethical conduct (in particular bribery, influence trafficking, misappropriation of public funds, taking illegal advantage of interest, favouritism, unlawful payments and money laundering) and the conflicts of interest or stipulations of this article, this Party shall notify the other Party immediately in writing. The Parties shall meet to discuss the measures to take in keeping with the regulations and consider the outcome of the Contract or the contractual relation (in particular the continuation, suspension or termination of the Contract or business relations).

### **CLAUSE 13: MISCELLANEOUS**

**13.1** Any Offer from the Supplier, as well as the obligations resulting from the Contract may not be assigned or transferred to a third party by the Client without the Supplier's prior written consent in writing.

**13.2** The fact that the Supplier does not avail itself at any given time of any one of these clauses may not be interpreted as a waiver to exercising its privileges at a later stage regarding any of the said conditions.

**13.3** The Client may not consider simple use as contractual under any circumstances.

**13.4** - If there is an unforeseen change of circumstances after the Contract has been signed which renders the performance excessively onerous for one of the Parties that had not agreed to assume the risk, the latter may ask the other Party to renegotiate the Contract. It shall continue to perform its obligations during the renegotiation. In the event of a refusal or failure to renegotiate, the Parties may agree to terminate the Contract at a date and under terms that they determine or apply to the judge, by mutual agreement, to proceed with its adaptation. Failing agreement within a reasonable time, the judge with jurisdiction under clause 14 below may, upon a request from one Party, revise the Contract or terminate it at the date and on terms that he/she decides.

**13.5** Courtesy translations, in languages other than French, may be used for the sake of convenience. Nevertheless, it is specified that, in the event of a difficulty in interpretation, only the French version of these GTCS shall prevail.

### **CLAUSE 14: APPLICABLE LAW – JURISDICTIONAL COMPETENCE**

These GTCS, and any Contract between the Supplier and the Client, are governed by French law.

In the event of a dispute, directly or indirectly concerning the existence, validity, interpretation and implementation of the present document and/or relations drawn up between the Supplier and the Client in accordance with any Contract, that the Parties have not been able to resolve privately within a period of thirty (30) days with effect from written notification (by registered letter with acknowledgement of receipt) of said lawsuit with a request for an amicable settlement sent by the Party not in breach, the latter shall decide to attribute exclusive jurisdiction to the Commercial Court of Paris, notwithstanding multiple defendants or warranty proceedings.