

GENERAL TERMS AND CONDITIONS OF PURCHASE

Reference CGA-EASii PROD - June 2021

The following provisions form the general terms and conditions under which EASii PROD will purchase materials, equipment and/or services.

ARTICLE 1: ORDERS

These terms and conditions apply to all orders for materials, equipment (the "Products") and/or services. By accepting this order, the SUPPLIER waives all of its terms and conditions of sale and agrees to adhere to these terms and conditions of purchase.

An order shall be considered definitive and contractually binding upon acknowledgement of receipt from the SUPPLIER received within three business days following the order placement date. EASii PROD shall be entitled to cancel the order without any penalties or being liable to pay any compensation if the acknowledgement of receipt is not received within this period. Any statement in the acknowledgement of receipt and/or provision in the GTCS that modifies or contradicts any of these purchase conditions shall be considered null and void.

The SUPPLIER shall not outsource, assign or transfer by any means whatsoever all or part of the order, without EASii PROD's express agreement.

ARTICLE 2: PACKAGING AND DELIVERY

The SUPPLIER shall deliver the products in the packaging, means of transport, locations and on the dates (or within the time schedule) set out in the order, in packaging suited to the products' specific characteristics, unless otherwise stipulated in the order, in order to protect the products from any damage caused in particular by bad weather, corrosion and impacts during transport.

The SUPPLIER shall label the products with all the information required for shipping and delivery. The SUPPLIER shall be held liable for any damage to the products caused by poor packaging or labelling.

Upon delivery of the products, the SUPPLIER shall send EASii PROD a delivery slip stating the order reference number, the sender's, receiver's and/or consignor's address, a product description, the total number of packages, gross and net weight, and the date of dispatch. The delivery must be made during the establishment's business hours.

Unless otherwise specified, transport shall be at the SUPPLIER's risk and expense.

ARTICLE 3: TIMEFRAMES AND DELIVERY DELAYS

The time schedule and dates for delivery of the products and/or performance of the services are set out in the order and form an essential component thereof. The SUPPLIER's acceptance of the order constitutes its commitment to comply with this time schedule, unless another time schedule is stated in the order acknowledgement of receipt and expressly accepted by EASii PROD.

Product deliveries more than three business days in advance are not accepted, unless previously agreed to in writing. The SUPPLIER shall not be entitled to any discount or compensation in the event of early delivery.

Late delivery penalties: in the case of late delivery of the products and/or performance of the services not attributable to EASii PROD or to a force majeure event, the SUPPLIER shall be liable to pay a late delivery penalty calculated on the amount of the products or services in question, at the rate of 1% per calendar week, up to no more than 10% of the order. Above this threshold, EASii PROD reserves the right:

- to claim any actual losses from the SUPPLIER
- at any time, unilaterally and automatically, to totally or partially terminate the order, at the SUPPLIER's fault, without prejudice to any damages.

The SUPPLIER shall immediately notify EASii PROD of any delays, and undertakes to take all necessary steps, at its own expense, to resolve the delay. EASii PROD may terminate the order without any penalties, automatically and without giving rise to any compensation whatsoever, unless the delayed delivery is agreed on or the delay is caused by force majeure.

ARTICLE 4: PRICE, INVOICES AND PAYMENT

The applicable price is that specified in the order. It is firm, fixed and non-revisable. Unless otherwise agreed, the price includes the costs of product packaging and other necessities, as well as costs relating to the order's execution.

The SUPPLIER shall invoice EASii PROD according to the payment terms set out in the order.

Invoices must include the order reference number, prices, quantities and names of products and/or services, delivery date and delivery slip reference number. One invoice must be issued for each order (multiple orders shall not be combined in the same invoice).

EASii PROD hereby agrees to pay only for the quantities of products ordered, unless otherwise agreed. The SUPPLIER shall collect, at its own expense, any extra products not accepted.

ARTICLE 5: EXECUTION, INSPECTION AND REJECTION OF PRODUCTS AND/OR SERVICES

EASii PROD may reject products and/or services that do not comply with the order and specifications. The SUPPLIER shall be promptly notified of such rejection and shall collect the rejected products at its own expense within 10 business days of such notification. The products and/or services must be replaced (products) or modified (services) within the timeframe defined by EASii PROD.

ARTICLE 6: QUALITY, SPECIFICATIONS, HEALTH, SAFETY AND ENVIRONMENT

The SUPPLIER shall comply with French and/or European and/or international health, safety, labour and environmental regulations applicable to the products and/or services. It shall also:

- provide any available and relevant certificates of compliance to EASii PROD's customers for the products delivered or services performed, upon EASii PROD's request.
- be certified, or complete a SUPPLIER quality questionnaire. According to customer requirements, the standards applied may be those of ISO9001 (Quality Management System) or sector-based (automotive, aerospace or medical).
- apply Article 13 for AERONAUTICAL products.

The specifications or documentary evidence specific to the order shall be retained for a period of 10 years.

For certain products and deliveries, EASii PROD may require a Certificate of Conformity and/or material certificate.

A Failure Modes and Effects Analysis (FMEA), an 8D or any other quality analysis tool may be requested from the SUPPLIER, without remuneration or compensation falling due by EASii PROD.

EASii PROD also reserves the right to audit the SUPPLIER. The SUPPLIER shall grant EASii PROD access to its premises and to all data relating to the manufacture and proof of conformity of the products and/or services.

ARTICLE 7: TRANSFER OF RISK AND OWNERSHIP

The transfer of risk in relation to the products shall take place according to the 2020 Incoterm specified in the order, at the specified location.

Transfer of ownership shall be effective upon delivery of the products and/or services to EASii PROD's premises or to the location place specified in the order.

ARTICLE 8: WARRANTY

Unless otherwise provided or agreed, the SUPPLIER guarantees, for a 24-month period, that the products and/or services delivered comply with the specifications and are free of any design or manufacture defects (including materials, components and labour). It hereby undertakes to repair or replace the products and/or correct any defects or service non-conformities in keeping with the specifications or any other applicable document (e.g. standards) during the warranty period, at its own risk and expense. The costs arising from such defects and non-conformities shall be borne by the SUPPLIER, including shipping and return costs, and expert appraisal fees. The warranty period shall be automatically extended by the period the products and/or services are unavailable. In the event of downtime exceeding 15 calendar days, the SUPPLIER shall replace the defective products at EASii PROD's request, at its own risk and expense, without giving rise to any remuneration or compensation.

ARTICLE 9: INTELLECTUAL OR INDUSTRIAL PROPERTY

The SUPPLIER hereby represents that the products and/or services supplied do not infringe any patent or any other intellectual or industrial property right held by third parties.

Without prejudice to EASii PROD's right to terminate the Order, the SUPPLIER shall hold EASii PROD harmless against any claim or action for infringement of intellectual or industrial property rights belonging to a third party, shall bear all costs incurred by EASii PROD in defending itself against any such claim or action, and shall compensate EASii PROD for all of the financial consequences resulting from such proceedings or infringement, if any.

ARTICLE 10: OWNERSHIP AND CONFIDENTIALITY

The SUPPLIER hereby agrees to keep any material and/or information belonging to EASii PROD or EASii PROD's clients confidential. This information must not be disclosed to third parties without EASii PROD's express, prior consent, failing which the SUPPLIER's liability shall be invoked. This is an essential component of the order.

ARTICLE 11: TERMINATION

In addition to EASii PROD's right to terminate the order due to SUPPLIER fault or a failure to meet any of its obligations and commitments hereunder (time schedule, intellectual and industrial property, guarantees, etc.), automatically and without giving rise to any compensation to the SUPPLIER, following formal notice of default remaining without effect for 15 calendar days, EASii PROD shall be entitled to terminate the order subject to 30 calendar days' notice. The SUPPLIER hereby undertakes to stop all work relating to this order and to take all necessary measures to minimise the related costs. These costs will be subject to compensation, as defined by the parties, in particular in relation to supplies, their possible reuse and the current stage of manufacturing.

ARTICLE 12: LIABILITY AND INSURANCE

The SUPPLIER shall be liable for any property damage or other damage caused to EASii PROD or to third parties in connection with the order's execution.

The SUPPLIER shall secure the necessary insurance policies to cover its liability (professional liability/operational liability insurance, insurance for damage to transported goods, etc.), and shall provide EASii PROD with the relevant supporting documents upon request.

ARTICLE 13: AERONAUTICAL PRODUCTS

EASii PROD may require the SUPPLIER to be EN9100 certified or to apply processes similar to those of EN9100, as approved by EASii PROD.

The SUPPLIER hereby undertakes to:

- i) notify EASii PROD of any non-conformities in terms of processes, products or services, in order to obtain its agreement to submit a written request for exemption.
- ii) prohibit the use of counterfeit parts, or otherwise must be subject to approval by EASii PROD.
- (iii) to notify EASii PROD of any changes in processes, products or services, including a change of external service providers or production location, so as to obtain EASii PROD's agreement.
- (iv) to pass on and ensure that providers adhere to these requirements, including those of EASii PROD.

EASii PROD may be required to ask the SUPPLIER:

- i) for specimens (first article inspections or "FAI") for design approval; checks, verifications, investigations and/or audits.
- ii) to retain documented information for extended retention periods, as set out in the "PR-QUAL-01" EASii PROD procedure and to impose disposal requirements.
- iii) that the SUPPLIER's specific processes and service providers be subject to approval by EASii PROD, including their procurement sources.

ARTICLE 14: GOVERNING LAW - DISPUTES

These general terms and conditions shall be governed by the laws of France.

ANY DISPUTE OR OBJECTION TO WHICH THE PERFORMANCE OF THIS CONTRACT MAY GIVE RISE AND THAT CANNOT BE RESOLVED AMICABLY WITHIN THE CONCILIATION FRAMEWORK SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE LYON COMMERCIAL COURT, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY CLAIMS, EVEN IN THE CASE OF EMERGENCY OR PROTECTIVE PROCEEDINGS, BY SUMMARY OR EX-PARTE PROCEEDINGS.