

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**(Applicable except if otherwise specified in the order)**

**1 - Acceptance of orders**

The present general terms and conditions of purchase (hereinafter "GTCP") apply automatically to orders issued by EXXELIA S.A.S. or its affiliates (hereinafter "Buyer" or "Exxelia") for the supply of material products (hereinafter "Products") or of services (hereinafter "Services") by the supplier (hereinafter "Supplier") and is the only agreement governing the relation between Buyer and the Supplier in regard of the Products/Services. These orders are hereinafter referred to as "Order" or "Orders".

The Supplier shall acknowledge receipt of this Order to the Buyer within 48 hours and shall confirm its ability to meet all requirements in particular price and delivery times.

The acceptance of the Order by the Supplier - including by beginning of execution - implies his unconditional acceptance of these GTCP and waiver of his own terms and special or general conditions of sale, regardless of the provisions on the documents, including estimates, offers, catalogs, acknowledgement of receipts and invoices. Additional or different terms proposed by Supplier by acknowledgement hereof will not be applicable unless accepted in writing by Buyer. Acceptance of the Products or Services delivered under this Order shall not constitute acceptance of Supplier's terms and conditions. No change, modification or revision of this order shall be effective unless in writing and signed by Buyer.

No reservation made by the Supplier in relation to an Order or to the GTCP shall be deemed accepted without the prior written consent of the Buyer.

In any event, the Supplier shall be deemed to have accepted all special contractual terms and conditions of the Order, which take precedence over these GTCP and which are an integral part of the Order. The parties might have signed a frame contract, a supply agreement or a MOU. In such case, the contract prevails over the supply agreement, which prevails over the MOU, which prevails over the Order. In addition, these GTCP and the special terms and conditions take precedence over any agreements that have been previously entered into between the Supplier and the Buyer, except as stated above. The acknowledgment of receipt, as well as any correspondence, invoice, statement, concerning this Order must bear as reference, the Supplier code, number and date of this Order, and be sent to the addresses listed on the face of this Order. The contract between the parties shall be deemed entered into at the date of acceptance of the Order by the Supplier.

**2 - Conformity of Products with specifications**

Each delivery must strictly comply with the requirements of the Buyer and must be made under the conditions referred to in Article 8. This means with no defect. Any deviation formally identified will be subject of a claim and will cause the replacement or return of the Products which shipping costs will be borne by the Supplier, unless Buyer prefers, after having ascertained and notified the lack of conformity, to request cancellation of the sale at the Suppliers' fault or its refund or to select another supplier of their choice, at the expense of the Supplier. Each non-conformity detected afterwards, namely while Products are used at the Buyer's premises and/or at the final customer's premises will be treated in a similar way, with, in addition, bearing of the associated costs by the Supplier.

Conformity of the delivered Products also concerns the quantities requested, which may therefore be subject to reservations and give rise to the application of the above provisions. Any checks made by the Supplier, an administration or other agency may not constitute a derogation from the conformity of the delivery.

Exxelia and Exxelia's customers as well as any appropriate regulatory authorities reserves the right to have access to applicable areas of Supplier's facilities, and to applicable documented information, at any level of the supply chain. In addition Supplier is required to ensure that persons working on fulfilling Orders are aware of (i) their contribution to Product or Service conformity; (ii) their contribution to product safety; (iii) the importance of ethical behavior.

**3 - Quantities**

The quantities ordered are firm and cannot be modified without the written consent of the Buyer. Surpluses or early deliveries indicating the existence of surpluses will be returned at the Supplier's expense. The missing quantities will be treated as delivery delays.

**4 - Delivery times**

Any delivery must be made during the opening times of the delivery site defined in the Order.

Any delivery may be rejected if it is not accompanied by a delivery note by Order, with the Supplier's header, recalling the Order number (designation, specification, etc.) and, if applicable, detailed decomposition per case or other packaging as well as gross and net weights.

Buyer can't be held responsible for any late payment resulting from an undelivered, insufficiently informed or illegible delivery note.

The required time limit must be confirmed in the acknowledgment of receipt of Order by the Supplier. Supplier's timely performance is a critical element of this Order. Unless advance shipment has been authorized in writing by Buyer, Buyer may store or return, at Supplier's expense, all Product received in advance of the scheduled delivery date. In case the Supplier is unable to meet the deadline, he shall inform the Buyer immediately in writing and specify the new date in the acknowledgment of receipt. Failing to receive this acknowledgment of receipt within forty-eight hours (48hrs), the original delivery date will be considered as contractual.

The time limits agreed between the parties are mandatory and must be strictly adhered to under penalty and damages. Their respect constitutes for the Buyer an essential clause for the issuance of the Order.

The Supplier shall be entirely responsible for any delay in delivery of Products and/or performance of Services and shall bear any damaging consequences, direct or indirect, without prejudice of the right for the Buyer:

- to apply an interest rate on arrears on the value, exclusive of tax, of the Order (while maintaining it) namely, if the delay exceeds a period as defined below (in working days): 0 to 7 days: 2%, 8 to 14 days: 5%, 15 days to 1 month: 8%, 1 month to 30 working days: 10%, above 30 working days an additional liquidated of 5% per week will be applied; and/or;

- to cancel the related Order at the Supplier's fault, and/or;

- to reject the Products/Services late delivered, at Supplier's expense, without any formal prior notice, and/or;

- to order equivalent products/services from another supplier of their choice, at the expense of the Supplier.

The Buyer reserves the right to pass on to the Supplier the penalties he would have to pay to the final customer for delays attributable to the Supplier.

The mere expiration of the time limit specified for delivery of this Order constitutes formal notice to deliver without the Buyer be required to demonstrate its intentions otherwise, including in particular to accept delivery after the time limit agreed.

## **5 - Compliance with regulation and quality requirements**

5.1 All Products which is subject to standardization (CE, AFNOR, CCT, MIL, JEDEC, etc.) must be delivered in absolute compliance with the standards that relate to them, in particular the registration for the Centralized Quality Control (CCQ) must be respected and will be verified by the presence on the packaging of the CCQ stamp and the batch number. In the absence of official standards, the specification of Buyer once it has been submitted to the Supplier, will constitute the reference and control document.

When the Supplier is certified according to a Quality Assurance system (ISO 9000, EN 46000, QS 9000, AQAP etc.) or qualified by Buyer, it must comply with all the requirements of the quality system covered by the scope of this certification or qualification, which specifies the title, number and edition of the applicable quality system standard.

The Supplier shall demonstrate the application of a management system of quality ISO 9000 meeting our Quality Requirements to Suppliers, when required.

The Supplier commits to deliver to Buyer Products and Services which are in conformity with the European directives which are applicable to them in particular ROHS, REACH, CMC, ...

Generally speaking, given its international positioning, EXXELIA expects its suppliers to comply with regulations which aims to identify precisely the suppliers of materials (gold, tin, tantalum and tungsten) and not to use these materials from countries in conflict, ensuring traceability.

5.2 In case of processes, organization and materials changes that could affect the quality of the Product and/or Services, the Supplier commits to inform the Buyer.

The Supplier shall allow access to the Buyer, to its customers and to regulatory authorities, to the production sites involved in the Order and to the records evidencing its compliance.

The Supplier commits to inform Buyer of any changes in laws and regulations and applicable standards that could affect the conditions of delivery of Products or performance of Services.

5.3 The Supplier certifies that the Products will be made in compliance with the labor legislation in force, including, for work performed in France, that relating to concealed employment (articles L.8222-1 and following and R.8222-1 to R.8222-3 of the Labor Code), foreign worker (Articles L.8254-1 to L.8254-4 of the Labor Code) and child labor.

5.4 The Supplier declares, unless otherwise provided for in the special conditions, that the Products and all the parts thereof, taken separately, are not subject to any restriction as to its export to any country by Buyer. This includes abidance with laws applicable to the Supplier, but also Export Administration Regulations of the United States of America (EAR), the Conflict Minerals Act and Council Regulation (EC) No 428/2009 of the European Union and its amendments.

Otherwise, and if this is not provided for in the special conditions, the Supplier must, at the time of acceptance of the Order, identify the Products subject to a control of final destination.

5.5 Breach by the Supplier of its obligations under the present article shall entail the automatic termination of any commercial relation between the parties (including any pending Order), except if otherwise expressly agreed by the Buyer.

5.6 Each delivery must strictly comply with the Exxelia's Quality Requirements to Suppliers available on Exxelia's website

## **6 – Price**

Unless otherwise stated in the Order, prices are fixed, firm and non-revisable and quoted inclusive of charge, including transportation, packaging, unloading, insurance, taxes, charges and duties excluding VAT.

Any upward readjustment or application of an indexation clause are effective against the Buyer only if they have been expressly accepted in writing by the Buyer.

Supplier warrants that the prices to be charged for Products/Services identified in the Order are not in excess of prices charged to other customers for similar quantities and delivery requirements. Any price decrease applicable to products or services similar to the Products/Services ordered herein, shall automatically reduce the unit price of the unshipped Products/Services not yet rendered by comparable percentage, at the time of the price decrease.

The Supplier shall provide any bank or parent company guarantee demanded by the Buyer, as the case may be.

## **7 – Invoices - Payment terms**

For orders placed under by a French Buyer: Unless otherwise specified and accepted by the Buyer, and in accordance with the provisions of French Law n° 2008-776 of August 4, 2008 (LME), deliveries will be paid 45 days end of month or 60 days net.

For other Orders: Payment terms are Net 45 from invoice receipt date unless otherwise agreed and noted on the Order.

Supplier's invoices shall necessarily reproduce the mandatory legal notices and those required by the Buyer, and shall include, at least, the number and the complete subject of the Order, Products number, description of Products, sizes, quantities, unit prices and extended totals and the intra-community identification number. They will be sent to the billing address indicated by Buyer together with any potential supporting document signed by both parties confirming receipt of the Products and/or Services. Failure to comply with these requirements shall result in automatic return of invoices and shall suspend the payment without penalty until the dispatch of another complete invoice.

According to the LME French law, in case of late payment, but subject to the perfect performance of the Services and to the conformity of the delivery, the parties agree that the interest rate for the penalties for delay will be equal to three times the legal interest rate.

Suppliers from the European Union, apart from France, are required to state the customs code and the net weight of the items on the invoices.

Payment of invoice shall not constitute acceptance of Products and shall be subject to adjustment for errors, shortages, defects in the Products or other failure of Supplier to meet the requirements of the Order. Buyer may at any time offset any amount owed by Buyer to Supplier against any amount owed by Supplier or any of its affiliated companies to Buyer.

## **8 – Inspection - Reception of Products**

If inspection or test is made by Buyer on Supplier's premises, Supplier without additional charge shall provide all reasonable facilities for the safety and convenience of Buyer's inspectors. No inspection or test made prior to final acceptance shall relieve the Supplier from responsibility for defects or other failure to meet the requirements of this Order.

Notwithstanding any prior inspection or payments hereunder, all Products shall also be subject to final inspection and acceptance at Buyer's plant within a reasonable time after delivery. The Supplier shall provide and maintain an inspection system that is acceptable to Buyer. Records of all inspection work shall be kept complete and available to Buyer during the performance of this Order and for such further period as the Buyer may determine.

Unless formal agreement between the Supplier and the Buyer, the Products are sent at the risks of the Supplier. All Products are finally received and accepted only after verification, inspection and test, as the case may be, upon arrival at the site of the Buyer and supply by the Supplier of a delivery note. The reception of the Products has to be made during business hours specified in the Order.

In case of damage or non-conformity to Order specifications (quality, appearance, performance, quantity, etc.), Products remain at the disposal of the Supplier who is informed thereof. In the latter case, the Products being considered as undelivered, the Supplier will replace them with compliant Products as soon as possible, and this without prejudice to the application by the Buyer of the liquidated damages. The Buyer's rights apply in the conditions referred to in article 2 above. The transfer of ownership occurs once final receipt occurs (as per above paragraph).

The transfer of ownership occurs notwithstanding any retention of title clause, which can't be enforced against Buyer unless otherwise expressly stipulated by the parties.

## **9 - Confidentiality**

All information received by the Supplier from the Buyer for the purpose of the performance of the Order shall remain the property of the Buyer or of the final customer and are considered strictly confidential, without the Buyer having to specify or indicate their confidentiality ("Confidential Information"). The Supplier shall only use them in the context of the Order and shall return them to the Buyer after completion of the Order.

The Supplier commits to preserve the confidentiality of the Confidential Information and not to disclose to third parties, copy, expand, modify, manufacture, market Products, Services, and/or any parts or components of such Products/Services, alone, with or through a third party, in breach of the confidentiality obligations stipulated in this article, or of the intellectual property rights of the Buyer. In case of cancellation of the Order or at the end of the warranty period, the Supplier shall promptly return or destroy all Confidential Information. The Buyer reserves the right to carry out or have checks carried out on the premises of the Supplier.

## **10 – Intellectual Property**

The Supplier shall not reproduce or exploit for himself or a third party, without prior written consent of the Buyer, any file, document or tool that Buyer has disclosed to him or that he has made for the account of Buyer.

The Supplier undertakes to return to the Buyer (or to destroy if so elected by the Buyer), within notified time, at the first request of Buyer, including at the end of the contract, any copies that may have been made, and / or to destroy any file, document, tool or equipment that is the property of Buyer and to maintain in an apparent and unequivocal manner any mark of ownership of Buyer.

For any software developed pursuant to an Order, the Supplier undertakes to transfer to Buyer the intellectual property rights that it may hold as a software author.

In the case of studies, Buyer acquires full ownership of the results thereof, including, but not limited to, bundles, plans, technical notes, drawings, models, prototypes, etc. and any element of know-how that may be associated with it. In the event that the results are susceptible of industrial protection, Buyer may file on its behalf and at its expense any application for industrial property title.

Buyer will retain the industrial property of any material manufactured under an Order and based on specifications provided by Buyer to the Supplier.

The Supplier guarantees Buyer and will bear all the financial consequences, risks and costs of any action, including judicial action, brought by a third party against Buyer because of a violation of any right of ownership and / or intellectual, such as a patent or trademark relating to the Products/Services sold.

However this warranty will not apply for any technical data provided by Buyer.

## **11 – General Data Protection Regulation**

Each of the Buyer or Supplier may, hereunder, supply the other with and/or give the other access to information containing personal data as defined by the French law of 6<sup>th</sup> January 1978 regarding the protection of personal data (French data protection act) as amended by the law of 6<sup>th</sup> August 2004 and the GDPR European regulation referenced 2016/679, dated 27<sup>th</sup> April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as of its entering into application on 25<sup>th</sup> May 2018 (hereafter the "Data").

Regarding such Data, each of the Buyer or Supplier undertakes to comply with the obligations at its charge foreseen by the above mentioned regulation and, more particularly:

- to take all appropriate physical, logical and organisational security measures to ensure the Data is secured against any accidental or illicit destruction, fortuitous loss, non-authorised alteration, access or disclosure, and notably to notify the other party within seventy-two (72) hours of becoming aware of the possible security breach which constitutes a personal data breach;
- to ensure that his employees, agents and/or own subcontractors are sensitised regarding the protection of personal data;
- to destroy, at the end of the Order whatever the cause, all Data it has had knowledge of and to refrain from keeping any copy thereof.

In case of breach of any of the above, the defaulting party may be held liable under articles 226-17 and 226-22 of the French penal code. The GDPR European regulation provides sanctions that can reach 4% of the annual revenues or €20 million. The injured party may terminate the Order with immediate effect, without any compensation to the defaulting party, in case of non-compliance with the above mentioned provisions. Any contact with the Buyer with regard to the above obligation or any other topic in link with the GDPR rules, duties and obligations shall be sent to [dpo@exxelia.com](mailto:dpo@exxelia.com).

## 12 - Packaging

Unless otherwise specified in the text of the Order, the supply of the Products means carriage and packaging paid, any operations of transportation, insurance, unloading and handling to the premises agreed for the delivery, etc., being the responsibility of the Supplier and at his expense. Unless otherwise stipulated in the Order, packaging is free of charge, and will not be returned to the Supplier. Where appropriate, returnable packaging shall be clearly identified and shall be returned to the Supplier by Buyer, postage due.

## 13 - Warranty

The Supplier warrants to the Buyer that the Products and Services delivered or supplied are in conformity with the Buyer's specifications, are conform to standards and safety regulations in force at the time of delivery and are free from any defect or flaw, conspicuous or concealed, including material defect if it has been supplied by the Supplier, shall comply with the requirements of the Order including compliance with any drawings, plans or specifications incorporated herein or to any samples furnished by Supplier, and where design is Supplier's responsibility, be free from design defect. Supplier further warrants all Products purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended by Buyer.

It is the responsibility of the Supplier, as a professional in its business, to check the consistency of Buyer's requests and to advise it as to the adequacy of the Products/Services to the purposes that Buyer pursues. In addition, the Supplier is obliged to request any clarification from Buyer in all cases where the Information is ambiguous, to ensure that it does not contain any errors or omissions that could result in the incorrect or incomplete performance of the Order, to make any observations it deems appropriate on the studies communicated to it by Buyer. Failing this, no claim, reservation or exception may be invoked later by the Supplier. The Supplier shall indemnify the Buyer for any material and immaterial damage, direct and indirect which would result from any lack of conformity and of quality of Products and Services.

In particular, the Supplier grants to the Buyer a warranty covering free of charge, at the choice of the Buyer, any restoration or replacement of the Product, rectification of the Services enabling to achieve the performance of the supply described in the specifications, or refund of the price of the Product or the Services. The Supplier shall bear all costs arising from any failure of the Product, including the replacement or repair of defective parts, the cost of labor, of disassembly, of shipping, packing and transportation, of customs and of reassembly of the Products.

The Supplier also commits to guarantee the peaceful enjoyment of the Products to the Buyer. Any proceedings or remedies of any third party owners of any right of industrial property on the Products shall be borne by the Supplier and shall give rise to the payment of damages to the Buyer.

The Supplier guarantees the conformity and good working of the Products and Services for a period of twenty-four (24) months as from reception, unless otherwise stated in the Order.

In case of repair or replacement of a Product, a new period of warranty of twenty-four (24) months on the Product begins to run from the commissioning of the repaired or replaced Product. In the event that the Product, as a whole, is immobilized as a result of a defective part, the initial warranty will be extended by the number of days during which such Product could not be used.

These provisions are without prejudice to the legal warranty against hidden or latent defects or other warranties, whether expressed or implied, at law or in equity and shall survive any delivery, inspection, acceptance, or payment by Buyer.

## 14 - Liability

Indemnities. Unless otherwise provided by compulsory rules, the Supplier shall be liable for all bodily injury, material and immaterial, whether consequential or not (hereinafter the "Claims") that would result, directly or indirectly, from an act or omission of the Supplier. Supplier, its representatives, its employees, its subcontractors or its suppliers (hereinafter the "Supplier Representatives") undertake to assume, at their sole expense, the defense of the interests of Exxelia, its related companies, its representatives, its employees, its successors and assigns and of the Supplier itself (hereinafter the "Indemnified Persons") in the course of any proceedings against them (or against one of them). The Supplier undertakes to include a clause similar to the present with its suppliers and subcontractors, in any contract that it would be required to sign for the execution of the Order. In addition, the Supplier undertakes to indemnify the Indemnified Persons against all Claims relating to the performance of a work contract or initiated by the Supplier's Representatives against Exxelia or involving Exxelia.

No term of an Order or contract shall exclude or limit the Supplier's liability for infringement of the intellectual property rights of third parties.

Any liability limit or exoneration clause is only binding on the Buyer if it has been expressly accepted by the Buyer and in writing.

## 15 – Suspension - Termination

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### Exxelia

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75011 Paris  
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S.A.S. au capital de 12.525.700 €  
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VAT FR 73 444 344 766  
[info@exxelia.com](mailto:info@exxelia.com)



15.1 The Buyer may at any time, by written order and without notice, suspend performance of an Order, increase or decrease the ordered quantities, or make changes in any one or more of the following: (a) applicable drawing, designs or specifications; (b) method of shipment or packing; (c) place of delivery.

If any such change causes an increase or decrease in the cost of, or the time required for performance of this Order an equitable adjustment shall be made in the order price or delivery schedule, or both, and the Order shall be modified in writing accordingly.

15.2 Termination for convenience. Exxelia may, at any time, notify the termination of all or part of the Order, without having to justify its reasons. In such a case, the parties will negotiate, the compensation allocated to the Supplier on the basis of the only reasonable costs directly caused by such termination. Any request for compensation from the Supplier must be accompanied by supporting documents supporting this request and the Supplier has a period of 30 days following receipt of the notice of termination to make any claim. After this period, any other claim will be deemed non-responsive.

In no event shall Supplier be entitled to incidental or consequential damages, anticipated or projected profits, costs of preparing claims, attorney's fees, costs of tooling or equipment or sales or agents' commissions on the terminated quantity.

Buyer reserves the right to verify claims hereunder and Supplier shall make available to Buyer upon request, all relevant books, records, inventories and facilities for inspection and audit. In the event Supplier fails to reasonably afford Buyer its rights hereunder, then Supplier shall be deemed to have relinquished its claim asserted under the provisions of this clause.

15.3 Termination for default. Time is of the essence under this Order and the respect of the deadlines by the Supplier is an essential condition of the Order. Exxelia will be entitled to terminate all or part of the Order if the Supplier (i) fails to make delivery of the Products or to perform the Services within the time specified herein or any extension thereof by written change order or amendment, or (ii) fails to replace or correct defective Products in accordance with the provision of those clauses hereof entitled "Warranty" and "Inspection", or (iii) fails to perform any of the other provisions of the Order or to fail to make progress so as to endanger performance in accordance with the terms hereof, including delivery schedules, or (iv) if Supplier becomes insolvent, admits in writing its inability to pay its debts as they mature, files a voluntary petition in bankruptcy, makes an assignment for the benefits of creditors or if a petition under any bankruptcy laws is filed against it. Any termination following a default by the Supplier will take effect automatically if the Supplier has not fully remedied its default within a period of thirty (30) days following receipt of a formal notice to execute which has been sent to it by Exxelia, it being understood that the termination for non-compliance by the Supplier of the provisions of articles 15, 16, 17 and 18 hereof shall take effect immediately upon receipt of the notice of termination. Exxelia may then obtain from any third party products and services similar to those which have been terminated, the Supplier bearing the additional costs of such products and similar services and any other costs arising from the termination. The Supplier shall continue the execution of the unresolved work of the Order. In the event that the Supplier, for any reason whatsoever, considers that it will be difficult for him to comply with one of the terms of the Order, he shall notify by written notice Exxelia as soon as possible. Without this constituting a waiver of any of the rights of Exxelia hereunder, if Exxelia accepts a delivery after the date defined by the Order, he may demand that delivery be made by faster and more efficient means and replacement transport costs must be fully paid in advance and borne by the Supplier.

If the Order is terminated pursuant to paragraph (i) above, Buyer, in addition to any other rights provided therein, may require the Supplier to transfer title and deliver to Buyer, in the manner, time and to the extent directed by Buyer, (i) any completed Products and (ii) such partially completed Products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contract rights as the Supplier has produced or acquired for the performance of the terminated part and (iii) Supplier shall grant Buyer a royalty-free assignable, non-exclusive license to use and license others to use, Supplier's designs, processes, drawings and technical data substantially relating to the quantity of the Products terminated hereunder. Supplier shall, upon direction of Buyer, protect and preserve property as encompassed in this paragraph in the possession of Supplier. Payment for completed Products delivered to and accepted by Buyer shall be in an amount agreed upon by the Supplier and Buyer. However such amount shall not exceed the Order price per unit and Supplier's obligation hereunder to carry out Buyer's direction as to delivery protection and preservation shall not be contingent upon prior agreement as to such amount.

15.4 Degraded financial situation. Any judgment instituting a safeguard procedure, a judicial reorganization or a judicial liquidation against the Supplier must be immediately notified by the latter to Exxelia. In the event of judicial liquidation, and except contrary public order, the cancellation of the Order is acquired by right unless the judgment expressly authorizes the continuation of the activity of the Supplier. The Supplier renounces in advance to claim any compensation by Exxelia or the Final Client, as a result of the decision, if any, made by Exxelia under this article. In such case, however, the Supplier will be paid by Exxelia for the value (prorated of the Order) of the Products and Services which, prior to such termination, were completed and delivered to Exxelia, provided that these Products and Services comply with the requirements of the Order.

15.5 Consequence of the termination. Unless otherwise agreed by Exxelia, upon receipt of the notice of termination of the Order, the Supplier shall promptly: a) cease to perform all or part of the Order as indicated in the notice of termination of the Order; (b) refrain from entering into new subcontracts or placing new orders for the terminated portion of the Order; c) terminate or, at the request of Exxelia, assign, all subcontracts relating to the terminated part of the Order and (d) deliver to Exxelia the completed work including all drawings, plans, specifications, documents and supplies necessary for the performance of the work in question or established in the course of its execution.

15.6 Failure of Buyer to enforce any right under this clause shall not be deemed a waiver of any other right hereunder. The rights and remedies of the Buyer under this clause shall not be exclusive and are in addition to any other rights or remedies provided by law or the Order.

## **16- Reservation of rights**

Any limitation of liability clause and/or exclusion clause is effective against the Buyer only if it has been expressly accepted by the Buyer in writing.

Any tools developed and / or acquired by the Supplier on the occasion of an Order and specifically financed by Buyer will remain the property of Buyer who may request the return thereof by letter.

## **17 – Law - Dispute – Claim**

### **Exxelia**

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S.A.S. au capital de 12.525.700 €  
N° SIREN 444 344 766 RCS Paris  
VAT FR 73 444 344 766  
[info@exxelia.com](mailto:info@exxelia.com)

The present Order is subject to the law of the registered office of the Buyer, excluding its conflict of law rules and the Vienna Convention on the International Sale of Goods.

It is expressly agreed between the parties that any dispute between the parties arising as a result of these general terms and conditions are subject to the law of the registered office of the Buyer, to the exclusion of the Vienna Convention on the International Sale of Goods.

ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, ENFORCEMENT AND/OR TERMINATION OF THE CONTRACTUAL DOCUMENTS SHALL, BY EXPRESS AGREEMENT, BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURT OF THE REGISTERED OFFICE OF THE BUYER NOTWITHSTANDING MULTIPLE DEFENDANTS OR INTRODUCTION OF THIRD PARTIES.

#### **18 – Ethic, anti-corruption and human rights**

Supplier represents that:

- No bribe, gift or other incentive has been paid, given, promised or offered to any government official, representative or employee of the other Party with the aim of obtaining the Order and / or the Contract or any other related benefit.
- It has not employed any individual to request or obtain the Order or any other related benefit by agreeing on any commission, percentage or payment in the event of success, except for sales staff hired by Supplier and by the Buyer for the purpose of obtaining contracts in good faith.
- It shall ensure that its sub-contractors and suppliers comply with obligations that are equivalent to those herein set forth.

Any infringement of this warranty shall authorize the Buyer to terminate the Order and /or the Contract in the manner set forth in Article 15 of the present general terms and conditions.

Supplier commits that any material violation of law by Supplier relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Supplier's performance under this Order may be considered a material breach of this Order for which Buyer may elect to cancel any open Orders between Buyer and Supplier for cause, in accordance with the provisions of this Order, or exercise any other right of Buyer for an event of termination under this Order. Supplier shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Supplier for work performed under this Order.

#### **19 – Buyer's protection in connection with work done at its plant**

The Supplier shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work that may be performed by any employee, agent or subcontractor of the Supplier at the Buyer's plant, and the Supplier shall indemnify and hold harmless the Buyer from and against all loss, liability and damages arising from or caused directly or indirectly by any act or omission of such agent, employee or subcontractor of the Supplier. The Supplier shall maintain such insurance against liability and property damage and such Employee's Liability and Compensation Insurance as will protect the Buyer against the aforementioned risks and, as regards work performed in the United States, against any claims under any Industrial Safety and Health, Labor and Industries, and Wage and Hour Acts. The Supplier shall sign any prevention plan related to the Buyer's sites where he enters.

With regard to Orders related to a US Defense program the following clauses shall apply:

#### **20 - COMPLIANCE WITH LAWS**

Supplier shall comply with all applicable Federal, state and local laws, Government orders and regulations in performing this Order. On request Supplier shall furnish Buyer certificates of compliance with all such laws, orders and regulations. Supplier covenants to save and hold Buyer harmless of and from and to reimburse it for any and cost, damages and expenses (including necessary attorney's fees) suffered or occasioned to it directly or indirectly through any failure of Supplier to comply with and perform in accordance with any such law, regulation or order.

Such laws, orders and regulations shall include, but not necessarily be limited to:

- FAIR LABOR STANDARD ACT Applicable requirements of Sections 6, 7 and 12 as amended, and the regulations and orders of the United States Department of Labor issued under Section 14 thereof. All invoices must carry the following certificate in order to be passed for payment. "We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United State Department of Labor issued under Section 14 thereof."
- EQUAL OPPORTUNITY CLAUSE As required by Executive Order 11246 of September 24, 1965, as amended and by the rules, regulations, and orders of the Secretary of Labor, in particular, Supplier agrees during the performance of work under the Order not to discriminate against any employee or applicant because of race, religion, color, age, sex, or national original.
- EMPLOYMENT OF VIETNAM ERA VETERANS (Section 402 of the Vietnam Era Veterans Readjustments, Assistance Act of 1974, as amended). CFR 20-250 and Executive Order No. 11701 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED 11701 EMPLOYMENT OF THE HANDICAPPED Rules and regulations of the Secretary of Labor (Section 503 of the Rehabilitation Act of 1973 as amended) in 20 CFR, CH ,VI, Part 741 and P. I. 93-112 and 93-516 as amended.
- CLEAN AIR ACT As set forth in 42 USC 1875C - B (C) (1).
- FEDERAL WATER POLLUTION CONTROL ACT As set forth in 33 USC 1317 (C)
- TOCSA Supplier warrant that each and every chemical substance transferred to Buyer under this Buyer order shall, at the time of sale, transfer, or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section B of the Toxic Substance Control Act.

#### **21 - TERMS APPLIED TO GOVERNMENT ORDERS**

In the event this Order bears a Government contract number or if the Products, materials or Services to be furnished hereunder are to be used in the performance of a Government contract or subcontract this Order shall be subject to all applicable Federal laws and regulations and will be deemed to contain all clauses required by the terms of any Government contract under or for which this Order is issued.

The following Regulations current and in effect on the date of the Order are hereby Incorporated by reference.

<i>Ref</i>	<i>Title</i>
<i>Dodd-Franck Act 1502</i>	<i>Conflict Minerals</i>
<i>22 CFR 126.1</i>	<i>Prohibited Exports, Imports and Sales to or From Certain Countries on Government or Agency Projects</i>
<i>FAR 52.203-13</i>	<i>Contractor Code of Business Ethics and Conduct</i>
<i>FAR 52.222-50</i>	<i>Combatting Trafficking in Persons</i>

As used in the foregoing clauses where necessary to make the context applicable to the Order the terms "Government" or equivalent phrases and "Contracting Officer" or equivalent phrases mean "Purchaser" and the term "contract" shall mean this Order.

Copies of these Regulations are containable from the Superintendent of Documents U.S. Printing ,Office Washington 25, DC.