

## EOLANE GENERAL TERMS AND CONDITIONS OF SALE

### 1. GENERAL PROVISIONS

These general terms and conditions of sale ("GTC") apply to all sales of products and/or services delivered by EOLANE FRANCE SAS and its subsidiaries ("EOLANE"), located at 8 Boulevard Charles Détriché 49000 Angers. They constitute a final contractual agreement between EOLANE and its CLIENT(S) ("the Parties"), and supersede all prior discussions, negotiations, and agreements in this regard. The term CLIENT mentioned above refers to any person having received a commercial offer from EOLANE.

The purchase of these products and/or services by the CLIENT is deemed to be carried out within the framework of its professional activities and includes full acceptance of these GTC.

Unless expressly agreed otherwise in writing between the Parties, the CLIENT's general terms of purchase cannot apply.

The Parties may derogate from the GTC by means of an offer, an order, or specific conditions, subject to a negotiated agreement signed between them.

These GTC are binding upon acceptance by the CLIENT.

### 2. OFFER - ORDER

Unless otherwise stipulated, the offer issued by EOLANE is valid for a period of one (1) month from its delivery to the CLIENT and only for the conditions, specifications, and quantities mentioned in the offer.

In the absence of receipt of a purchase order within the above-mentioned period, the offer will automatically be deemed expired.

EOLANE may withdraw its offer at any time by sending, by any means, a notification to the CLIENT before the date of receipt of the purchase order.

All orders will be acknowledged. EOLANE has a period of ten (10) business days following the date of receipt of the order. EOLANE's silence does not constitute acceptance of the order.

Any change notified on the acknowledgment of receipt transmitted by EOLANE will be considered as accepted by the CLIENT, unless it notifies EOLANE in writing of its opposition within a maximum period of ten (10) business days.

Any modification requested by the CLIENT requires prior written agreement between the Parties and may result in an adjustment of the price and/or delivery time.

In the event of any modification to an order received and confirmed by EOLANE, the previously granted conditions cannot be renewed without EOLANE's prior written agreement.

In the event of a request to modify specifications, EOLANE will make a commercial offer corresponding to the cost of managing the modification, including in particular the cost of components that have become unusable or associated development costs, and any other cost that EOLANE would bear, such as the financing of new stocks.

The CLIENT undertakes in particular to repurchase all stocks of finished products, semi-finished products, components, and supplies that have become unusable within a period of thirty (30) days.

The CLIENT is responsible for ensuring the compliance of its specifications with applicable regulations and must acquire the licenses/authorizations necessary for the production and marketing of the product.

### 3. FORECAST/PLANNING MANAGEMENT

The CLIENT undertakes to order the quantities of products agreed between the Parties.

The CLIENT also undertakes to indemnify EOLANE for the costs and consequences incurred by EOLANE due to the failure to achieve the planned objectives.

Any postponement, suspension, or cancellation of the order or forecast by the CLIENT, for a reason not attributable to EOLANE, will result in the CLIENT bearing the costs incurred (including stock management costs, stock repurchase, payment of orders and supplies committed and/or non-cancellable from suppliers, production stoppage and restart costs, etc.). The restart of production will be subject to a schedule defined between the Parties, taking into account the component supply lead time.

At the end of the program or business, the CLIENT undertakes to repurchase, within a period of thirty (30) days following the acknowledgment of the end of the program, the residual stock of components related to the packaging and MOQ of suppliers, at the sales price of materials established at the time of the last offer, plus a management cost for reshipment, following the agreement of the Parties on the quantities of stock.

### 4. DELIVERY TIMES

EOLANE undertakes to deliver the products and/or services within the timeframes previously agreed between the Parties.

Compliance with delivery times is conditional upon the CLIENT's fulfillment of all its contractual obligations.

EOLANE will inform the CLIENT without delay of any known or foreseeable delay in the fulfillment of its obligations.

EOLANE shall, within the limit of a reasonable cost, take all necessary measures to limit this delay and the associated costs, while seeking a solution with minimal impact on the project.

Delays cannot under any circumstances justify the cancellation of the order or the suspension by the CLIENT of payments due.

Unless otherwise agreed between the Parties, delivery dates are indicative, and EOLANE cannot be held liable for any delay in delivery.

In the event that delivery dates are firm and binding, the CLIENT may only claim compensation if it proves that it has suffered damage due to the delay in delivery.

EOLANE reserves the right to modify the agreed timeframes in the following cases:

- modification of specifications by the CLIENT;
- technical or commercial information or any other specification to be provided by the CLIENT is not received in time by EOLANE;
- delay due to an element for which the CLIENT is responsible, including but not limited to design issues, delay in delivery of components supplied by the CLIENT, malfunction of industrial means supplied by the CLIENT, etc.;
- design, industrialization, and production start-up phase;
- event beyond EOLANE's control, including but not limited to force majeure events, natural disasters, acts of government, embargoes, public order prohibitions, or any external cause preventing EOLANE from performing services under the agreed conditions.

No penalty will be applicable if it is not agreed in writing as part of a specific agreement signed by both Parties. These penalties must be fixed and final, exclusive of any other form of compensation, which the CLIENT accepts.

### 5. VALIDATION OF SERVICE MILESTONES

Unless otherwise agreed, any validation of milestones will be carried out by the Parties within a period of ten (10) days from the milestone deadline.

### 6. TRANSPORT, PACKAGING, AND TRANSFER OF RISK

The products and/or services are deemed delivered to the CLIENT according to the Incoterm 2020 EXW (as defined by the ICC Paris).

They are shipped with freight, packaging, insurance, and customs duties at the CLIENT's expense.

The specific packaging conditions for the products must be indicated to EOLANE at the latest when the specifications are sent by the CLIENT.

Any request for specific packaging may generate an additional cost invoiced by EOLANE.

From the transfer of risk, the CLIENT will bear all risks related to the products and/or services and waives any recourse of any nature whatsoever against EOLANE, its directors, and its representatives. EOLANE remains liable in case of negligence, gross negligence, or willful misconduct.

### 7. OBSCOLESCENCE MANAGEMENT

Each party shall inform the other party as soon as possible of any notice of obsolescence or modification reported by its suppliers concerning components, materials, or any other process involved in the design or manufacture of the Product.

The Parties shall decide on a case-by-case basis on the implementation of a safety stock or any other solution and shall define the financing and storage arrangements if applicable.

Due to the continuous improvement of its products and technologies, the unavailability of certain components, sub-assemblies, or manufacturing processes of the products, EOLANE provides no guarantee of continuity of supply for a period exceeding the execution of the contract, and no indemnity or compensation will be due to the CLIENT for the unavailability of the products.

### 8. RESIDUAL STOCK

In the event of a modification of specifications, or in the event that a part of the components becomes unusable, an inventory of the Residual Stock will be established by EOLANE and sent to the CLIENT for financial coverage on its part.

In order to optimize the end of life of the product, the CLIENT undertakes to formally communicate to EOLANE, at least nine (9) months before the end of production, the entry into the so-called "end of life of the Product" phase.

A specific process for handling the end of life of the product will then be conducted in cooperation between the two Parties.

At the end of this agreement, for whatever reason, the CLIENT undertakes to financially cover the Residual Stock of components constituted for the execution of the Supply Plan, at the sales price of materials established at the time of the last offer, plus a management cost for reshipment and cash immobilization, following the agreement of the Parties on the quantities of stock, as well as the stock of long lead time components constituted in accordance with the forecast.

EOLANE will make its best efforts to limit said stock.

### 9. PRICE

The prices indicated are established excluding taxes, based on current economic and financial conditions at the date of the offer and on the basis of the CLIENT's specifications. They are subject to annual revision.

Prices may be revised during the year, particularly in the following cases:

- changes in specifications, technical, logistical, or volume-related;
- changes in prevailing economic conditions, including significant increases in the price of components or raw materials;
- change in unforeseeable circumstances making the performance of the contract excessively onerous for EOLANE, including but not limited to component shortages, component obsolescence, new processes rendering a technology obsolete, embargo, etc.;
- exchange rate fluctuation > 2%.

The terms of application of the new rates will be determined by the Parties within a new offer or a new order.

In the event that EOLANE agrees, in its offer or during the commercial relationship, to make investments for the

execution of the services, the CLIENT will finance all of said investments.

Unless specifically agreed, NREs will be invoiced separately and cannot be amortized in the prices of products and/or services.

### 10. PAYMENT TERMS

Payments are due in accordance with the currency mentioned in the EOLANE offer, regardless of exchange rate fluctuations and without deduction, and "franco-seller's place of payment".

Invoices are payable thirty (30) days following the date of invoicing. No offset may take place between the sums due by the CLIENT and the sums due by EOLANE.

The CLIENT undertakes to pay a deposit of 30% to confirm its order. This deposit will not be returned to the CLIENT as it covers production costs, procurement, financial and administrative expenses, as well as other costs incurred by EOLANE.

The payment obligation will be considered fulfilled as soon as the amount due is credited with certainty to EOLANE's bank account.

In the event of late or non-payment, whether it concerns part or all of the amount due, EOLANE may as of right and without notice (i) require advance payment (ii) cancel any discount or credit that may have been granted to the CLIENT (iii) suspend, delay or cancel any delivery or any other contractual obligation (iv) charge a late payment penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points.

Penalties are applicable without the need for a reminder the day following the payment date shown on the invoice.

The CLIENT is also automatically liable for a fixed compensation for recovery costs of 40 euros, which will be due without prior written notice from EOLANE.

When the recovery costs incurred exceed the amount of the fixed compensation, EOLANE may request additional compensation upon justification.

### 11. TRANSFER OF OWNERSHIP

The products/services will remain the property of EOLANE until full payment of their price by the CLIENT.

However, the CLIENT will assume, from their delivery, the risks of loss, theft, or damage to the products, as well as the liability they may occasion.

The solutions, studies, and commercial conditions proposed in the offer by EOLANE are also the exclusive property of EOLANE. The transmission of the offer to the CLIENT does not in any way imply a transfer of intellectual or industrial property or any license.

### 12. TOOLS AND ENTRUSTED PROPERTY

Tools entrusted by the CLIENT to EOLANE remain the exclusive property of the CLIENT and will be subject to a joint inventory at the time of their provision.

Tools financed by the CLIENT and developed by EOLANE will become its exclusive property after full payment.

EOLANE must store the tools securely, protect them from any damage by subscribing to an insurance policy, identify them as "property of the CLIENT" by means of marking, and keep them in good storage conditions.

The costs of repair, maintenance, calibration, replacement, or adaptation of said tools will be borne by the CLIENT, upon presentation of estimates by EOLANE.

It is understood between the Parties that the tools made available by the CLIENT must allow the manufacture of the quantities of products planned under the conditions requested by the CLIENT.

### 13. INTELLECTUAL PROPERTY

All intellectual property rights, whether they exist previously or arise in the context of the execution of the contract, will remain and belong to EOLANE.

EOLANE is therefore the holder of all intellectual property rights to the results, projects, studies, documentation, any code, design, technical information, or intellectual effort obtained by EOLANE previously, in parallel, or outside the contract with the CLIENT.

EOLANE remains the owner of the rights related to developments that are not expressly covered by the specifications, as well as all execution plans and elements related to the manufacturing process, whether or not they have been invoiced.

EOLANE reserves the right to reuse the know-how acquired during the execution of the services.

The copying, reproduction, communication, and/or transmission to a third party of the aforementioned elements, in whole or in part, is strictly prohibited, except with the express written authorization of EOLANE.

EOLANE undertakes to transfer to the CLIENT the intellectual property rights of the results specifically developed by EOLANE in accordance with the CLIENT's specifications, at the time of their full payment by the CLIENT.

The CLIENT remains the owner of the information communicated to EOLANE and may assert its right of inspection or withdrawal.

Unless expressly stated otherwise, the CLIENT authorizes EOLANE to use all or part of the service provided as a reference for communication purposes, including the use of the CLIENT's trademark or trade name.

### Catalog Products and EOLANE Property Elements

EOLANE remains the holder of all intellectual and industrial property rights to catalog products and EOLANE property elements, including but not limited to technical information, processes, designs, documentation, or technical information, which cannot under any circumstances be subject to a transfer of ownership. Any use or exploitation by the CLIENT must be subject to an

exploitation license concluded between EOLANE and the CLIENT.

#### **Software**

Unless otherwise provided, EOLANE is the holder of all intellectual property rights relating to software, projects, and accompanying documentation, as well as all updates, past, current, and future versions, improvements, and all developments carried out by EOLANE. These rights are in no way transferred to the CLIENT.

Unless otherwise specified, any integration or use of software in the services will be subject to the granting of a license to use. EOLANE's liability cannot be sought in the event of modification of all or part of the software by the CLIENT or a third party.

#### **14. PRIOR RIGHTS**

The search for prior rights of any intellectual property element of third parties (patent filing, trademark, designs, etc.) is the responsibility of the CLIENT.

The CLIENT guarantees that its specifications do not violate any intellectual property rights of a third party. Consequently, EOLANE's liability cannot be sought in the event of an infringement action. The same applies to specifications.

EOLANE guarantees that it has the intellectual property rights to its products, processes, designs, software, or previous results used in the context of the services.

#### **15. TECHNICAL ACCEPTANCE**

Any request from the CLIENT for a technical acceptance will be subject to an additional price.

Any possible technical acceptance of products and/or services must be carried out within a period of five (5) business days from the date of delivery. It cannot be interpreted as a suspensive condition of the sale and payment.

#### **16. WARRANTY/COMPLIANCE**

EOLANE undertakes to remedy any defect during the warranty period, to the exclusion of any other obligation of any nature whatsoever.

To assert its rights, the CLIENT must inform EOLANE without delay of the existence of a defect giving rise to the warranty and, in any case, within a period of ten (10) working days following its discovery. The CLIENT must provide all justifications as to the reality of the defect.

After this period and/or in the absence of justification, EOLANE will consider that the CLIENT has accepted this defect and will no longer be able to claim the warranty.

This warranty is applicable insofar as the delivered product has not been repaired, modified, or altered in any way by the CLIENT, who irrevocably agrees not to carry out or have repairs carried out by a third party.

The costs generated by the warranty will be redistributed following the responsibility analysis, on a pro-rata basis.

The warranty is exercised at EOLANE's discretion, either by providing a new or reconditioned replacement product, or by repairing the product.

The CLIENT must grant EOLANE a reasonable period of time to remedy the defect noted and approved by EOLANE.

Unless expressly agreed by EOLANE, no exchange or repair may extend the initial warranty period.

**Production:** The CLIENT is required to verify the apparent condition of the products at the time of delivery. In the absence of reservations expressly issued by the CLIENT within ten (10) days of delivery, the products delivered by EOLANE will be deemed to comply with the order.

EOLANE guarantees the proper functioning and compliance of the products with the CLIENT's specifications as well as with the applicable standards. This warranty is valid for twelve (12) months from the date of delivery of the products by EOLANE to the CLIENT. The warranty applies to the part of the product that has been serviced by EOLANE. No product may be returned without EOLANE's prior written agreement.

**Service/design services:** EOLANE guarantees, for a period of six (6) months from the date of their delivery to the CLIENT, that the results from the services performed by EOLANE comply with the CLIENT's specifications.

**Catalog products and EOLANE proprietary elements:** The CLIENT acknowledges that in the current state of technology, it is not possible to guarantee that catalog products and EOLANE proprietary elements will function without any bugs or discontinuity, or that they will satisfy the CLIENT's performance or result conditions.

EOLANE undertakes to correct any operational defect arising from a design or material defect on catalog products or EOLANE proprietary elements sold by EOLANE.

Duly documented failures must be sent by the CLIENT to EOLANE as soon as possible. After confirmation of a failure by EOLANE, it will provide the CLIENT with a corrected version.

**Warranty exclusion:** The warranty does not cover defects related to an absence or error in the specifications, defects related to the design or industrialization of the product carried out by a third party other than EOLANE, defects encountered on prototypes, defects arising from elements not mentioned in the CLIENT's specifications, damage attributable to an external cause, the costs of on-site research for the defective element, dismantling and reassembly of the product in its environment, defects related to normal wear and tear of the products, defects resulting from use not in accordance with the intended purpose of the products, maintenance not in accordance with the prescriptions or rules of the art, unsuitable storage conditions, modifications or repairs carried out by the CLIENT or by a third party other than EOLANE, the compatibility of the products/services with needs other than those mentioned by the CLIENT in the specifications, defects on a product not delivered by EOLANE, the defect

caused in part or in full by a defective item not supplied by EOLANE.

#### **17. LIABILITY**

In the event that the CLIENT is the designer, the latter remains responsible for said design and its consequences, notwithstanding the manufacturing by EOLANE.

EOLANE is responsible for the compliance of its services with the CLIENT's specifications, products, equipment, and technological components that it supplies to the CLIENT.

EOLANE will indemnify the CLIENT for any direct and proven damage resulting from faults attributable to EOLANE.

Under no circumstances can EOLANE be held liable for immaterial, indirect, potential damages, such as loss of profit, CLIENTS, operation, loss of use or commercial damage, image damage, which would result from the execution, poor execution, or non-execution of the contract between the Parties.

EOLANE will not be responsible for the damaging consequences of faults of the CLIENT or third parties resulting from the use of products, technical documents, data, results, or any other element provided by EOLANE.

The total and cumulative liability of EOLANE is limited to ten percent (10%) of the annual turnover achieved by EOLANE under the order concerned by the defect.

**"CE" marking: CLIENT's responsibility:** Only the CLIENT is responsible for the "CE" marking and the compliance of its products. Consequently, the CLIENT expressly commits and obligates itself to: carry out legal monitoring of the laws applicable to its activity, its products, and the services subject to these terms; inform EOLANE without delay of any legal modification that would require the latter to make technical modifications to maintain production of compliant products; bear all additional financial costs generated by said modifications; ratify by amendment the technical modifications and financial coverage.

#### **18. CONFIDENTIALITY**

Confidential information is considered to be any data, part, product, technology, know-how, software, specification, manual, business plan, financial information, or other information communicated verbally, in writing, or by any other means by one Party to the other party.

The receiving party undertakes to:

- protect and maintain in the strictest confidentiality said information. The receiving party must use the same degree of precaution and guarantee as those used to protect its own information;
- not communicate, nor cause to disclose said information to anyone (with the exception of its employees, agents, or consultants bound by the same confidentiality obligation) without having expressly received the written and prior authorization of the disclosing party;
- not copy, reproduce, or duplicate, directly or indirectly said information, without having expressly received the written and prior authorization of the disclosing party;
- respect its confidentiality obligation throughout the period of the collaboration and for a period of two (2) years after its term or termination.

Notwithstanding the confidentiality obligations mentioned above, the receiving party may disclose this information to any ethical and/or governmental authority or to any legally authorized judge, provided that the receiving party notifies the disclosing party beforehand in order to give the latter the opportunity to take appropriate measures against such disclosure.

Information that the receiving party can demonstrate by written evidence was previously known to it, has fallen into the public domain, in the absence of any act or omission on the part of the receiving party, or has been lawfully obtained by the receiving party from sources independent of the disclosing party, is not considered confidential information.

#### **19. EXPORT CONTROL**

The Parties undertake to comply with all laws and regulations that impose economic, commercial, or financial sanctions measures, as well as all applicable laws and regulations regarding export control, including but not limited to those imposed by the European Union, the United Nations, the United States, and any other competent authority.

The Parties acknowledge that certain products, or their components, concerned by these GTC may be considered as "dual-use goods" within the meaning of Regulation (EU) 2021/821 and regulations in force in other applicable jurisdictions.

As such, operations of sale, loan, import, export, or transfer may be subject to authorization from French official services and foreign official services where applicable.

In the event that all or part of EOLANE's products and/or services is subject to authorization, the CLIENT undertakes to (i) inform EOLANE in writing (ii) obtain all licenses, authorizations, or exemptions required before any operation (iii) comply with the content of the authorizations, including the specific end-use (iv) ensure that its supply chain and its CLIENTS comply with export regulations and (v) undertakes to sign and communicate to EOLANE the "certificate of non-re-export and end-use". EOLANE undertakes to cooperate with the CLIENT, notably by providing any document required for obtaining said licenses or exemptions.

Before any modification of the final destination or transfer of an EOLANE product and/or service to a third party, the CLIENT is required to inform EOLANE in writing and follow its instructions. It is also required to sign and have the third party sign the "certificate of non-re-export and end-use".

When the country is subject to economic, commercial, or financial restrictions, the CLIENT may not, without EOLANE's prior express written authorization, export, sell, import, re-export, directly or indirectly exploit the product. The CLIENT guarantees that the products and/or services provided by EOLANE will not be directly or indirectly used, sold, assigned, or transferred to entities, organizations, or individuals subject to economic or commercial sanctions, imposed by the European Union, the United Nations, the United States, and any other competent authority.

In any case, the CLIENT undertakes not to export, re-export, or transfer the products and/or services without having obtained all licenses and authorizations required by the competent authorities, which it undertakes to transmit to EOLANE. It is exclusively the CLIENT's responsibility to check if the ordered products are subject to such regulations and to ensure their compliance.

In the event that the CLIENT sends products to EOLANE, it also undertakes to obtain the necessary authorizations to deliver its products. For each product, the CLIENT must communicate to EOLANE the applicable law regarding export control and the prior authorization number.

Each party must declare that neither it nor any person is sanctioned. After acceptance of these GTC, if one of the Parties does not comply with the regulations or if the performance of the obligations entails a violation of the regulations, the concerned party is required to inform the other without delay and in writing.

EOLANE reserves the right to suspend or cancel any order if it suspects non-compliance with this paragraph and with the regulations in force. EOLANE also reserves the right to require from the CLIENT any information relating to compliance with the obligations provided for in this clause, as well as additional guarantees in order to ensure compliance with applicable regulations.

During the execution of the contract (i) if the CLIENT does not comply with the regulations in force (ii) if the CLIENT becomes a sanctioned person or is domiciled in a country under sanction (iii) if the execution of the contractual obligations of either Party constitutes a violation of the regulations, EOLANE may automatically terminate the contract, without notice, without compensation for the CLIENT and without prejudice to remedies that EOLANE could exercise against the CLIENT.

#### **20. FORCE MAJEURE**

Any event of force majeure will have the effect of suspending the execution of EOLANE's obligations towards the CLIENT, until the event ceases.

Constitutes a case of force majeure:

- any event that could not reasonably be foreseen by EOLANE at the time of acceptance of these GTC;
- a fire;
- a flood;
- a transport stoppage or delay;
- a failure of a supplier or subcontractor;
- a strike;
- any lock-out of any nature;
- a partial or total defect of manufacturing machines and/or equipment;
- a government act;
- an administrative prohibition;
- a delay or failure to obtain a mandatory administrative authorization such as an export license;
- a modification, suspension, or revocation of an export license;
- an embargo;
- a war;
- an epidemic;
- sabotage;
- a failure or delay in EOLANE's supply sources;
- a labor shortage;
- an insurrection.

Delay or absence of payment by the CLIENT cannot be considered by the latter as a case of force majeure.

In case of force majeure, the CLIENT can neither engage EOLANE's liability nor claim any compensation. EOLANE may automatically terminate the contract without compensation, insofar as the case of force majeure persists for more than one (1) month.

#### **21. INSURANCE**

The Parties ensure that they have taken out all necessary insurance for the performance of the services with a notoriously solvent insurance company and maintain said policies in force until the end of the contractual relationship.

#### **22. ASSIGNMENT AND SUBCONTRACTING**

The contractual relationship being *intuitu personae*, the Parties agree that they cannot subcontract all or part of the obligations arising from this Contract, except with the prior written agreement of the other party.

The rights and obligations may thus be freely transferred by each of the Parties to the successor of its choice, subject to prior notification to the other party and communication by registered letter with acknowledgment of receipt of all information concerning this successor and the written commitment of the latter regarding compliance with said obligations.

The Parties may terminate this agreement for convenience in the event that the assignee of the Contract would be a direct or indirect competitor of the other party.

Notwithstanding the foregoing, EOLANE reserves the right to subcontract all or part of the obligations arising from this Contract to any company that is part of the EOLANE group, of which FINANCIERE DE L'OMREE holds control within the meaning of Article L.233-3 of the Commercial Code. EOLANE will then inform the CLIENT of this choice.

**23. TERMINATION**

The Parties cannot unilaterally terminate their contractual relationship.

In the event of unilateral termination at the initiative of the CLIENT and not justified by a serious breach, the CLIENT must indemnify EOLANE for all costs generated by this termination. The deposit paid by the CLIENT will thus be retained as compensation.

The term cost as mentioned above refers to direct material costs, handling, storage, supply and/or equipment costs, service costs, work in progress, wages and other expenses directly resulting from the work, as well as overhead and associated incidental expenses. Costs also include the financial consequences for EOLANE resulting from the termination of its agreements with subcontractors.

In all cases, costs must not exceed the total amount of payments that EOLANE would have been entitled to receive if the agreement had not been terminated.

In the event of repeated or sufficiently serious breach, such as violation of these GTC, the victim party has the right to request the specific performance in kind of these obligations.

By express derogation from the provisions of Article 1222 of the Civil Code, in the event of failure by either Party to fulfill its obligations, the victim party may not have the obligation performed by a third party at the expense of the defaulting party.

In any event, the party victim of the default may, in the event of a sufficiently serious or repeated breach and after a formal notice to perform that remains unsuccessful or without response within a period of thirty (30) days, terminate this agreement for the future by registered letter with acknowledgment of receipt. This termination will take effect upon receipt of this letter, unless otherwise specified.

**24. ANTI-CORRUPTION/ETHICS**

As a responsible company that complies with international standards, EOLANE neither sells to nor maintains relationships with any company that violates anti-corruption laws and regulations.

Consequently, the Parties acknowledge that they are aware of and undertake to strictly comply with French law prohibiting and penalizing corruption of public officials and private individuals (Article 435-1 et seq. of the French Criminal Code and Articles 445-1 and 445-2 of the French Criminal Code), influence peddling (Article 433-2 et seq. of the French Criminal Code) and money laundering (Articles 324-1 et seq. of the French Criminal Code).

The Parties acknowledge that they are aware of any similar laws applicable to the Parties and their holding companies under the respective laws of their place of incorporation, including, but not limited to, any law implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, to the extent that these laws are applicable to the Parties, including, but not limited to:

- the Foreign Corrupt Practices Act (FCPA) of 1977;
- the UK Bribery Act of 2010;
- French Law No. 2016-1691 of December 9, 2016, relating to transparency, the fight against corruption, and the modernization of economic life, especially Article 17;

(hereinafter collectively referred to as the "Anti-Corruption Regulations").

The Parties acknowledge, declare, and warrant that they have never:

- directly or indirectly, in the context of negotiating this contract, proposed, promised, offered, granted, and undertake, during the execution of the contract, to never propose, promise, offer or grant any advantage (monetary or non-monetary gifts, fees, commission, discount, entertainment, travel, invitations, transportation...) to any private person, including, without limitation, any of the corporate officers and/or employees of the Parties, with the intention of influencing anyone's behavior in order to obtain favorable treatment, elicit a favorable decision, or influence the outcome of a negotiation;
- directly or indirectly, in the context of negotiating the contract, proposed, promised, offered, granted and undertake, during the execution of the contract, to never propose, promise, offer or grant any advantage (monetary or non-monetary gifts, fees, commission, discount, entertainment, travel, invitations, transportation...) to any public person with the intention of influencing anyone's behavior in order to obtain favorable treatment, elicit a favorable decision, or influence the outcome of a negotiation.

The Parties also guarantee compliance with these provisions by persons under their responsibility and working or acting on their behalf.

The Parties further undertake to combat conflicts of interest, and each party undertakes to immediately inform the other party of any potential or actual conflict of interest in which it may be directly or indirectly involved in the course of the performance of the contract.

Each Party undertakes to conduct an internal investigation in the event of evidence or allegations of facts in relation to the contract that may constitute violations of the Anti-Corruption Regulations or be qualified as corruption or influence peddling, each party must, moreover, make its best efforts to report to the other party as soon as possible any fraudulent, illegal, or dubious act or behavior of which it becomes aware in relation to the contract and involving a Party or any representative of the other Party.

The Parties shall refrain from any retaliation following such reporting or participation in investigations resulting from such reporting.

Each party undertakes to provide the other party, upon simple request, any supporting document or evidence attesting that it has complied with the Anti-Corruption Regulations, influence peddling and money laundering throughout the duration of the contract.

EOLANE also guarantees that the products and/or services comply with the regulations in force at the time of their delivery, as mentioned in the CLIENT's specifications.

**Environment:** The manufactured products will comply with international, European, national, and local regulations and standards in force regarding hygiene, safety, and the environment, including (non-exhaustive) regarding dangerous substances and preparations (REACH, RoHS, asbestos, ...) including for the transport of dangerous materials, waste (packaging, WEEE, ...), consumption of energy and natural resources, electrical protection, etc. The CLIENT must mention in its specifications any regulation applicable to the product or required.

**Provisions applicable to REACH chemical substances:** EOLANE guarantees that the substances, alone or contained in preparations or products that it has incorporated for the production in question, have been used in accordance with the provisions relating to registration, authorization, and restriction. EOLANE will inform its CLIENT when it becomes aware of changes in the composition of the products/articles concerned.

**25. APPLICABLE LAW-JURISDICTION**

Unless otherwise stipulated, the contract and any relationship between the Parties shall be governed by and construed in accordance with French law.

In the event of a dispute between the Parties, they will first attempt to amicably resolve any dispute, controversy, or claim arising out of or relating to the contract.

In the absence of an amicable settlement within a period of two (2) months, disputes will be definitively settled by the court of the place of the registered office of the EOLANE subsidiary performing the services.

In the event that any of the provisions of these GTC is deemed inapplicable by a competent court, the validity and applicability of the remaining provisions shall not be affected.

**26. PERSONAL DATA**

Within the framework of these GTC, each party may be required to make available to the other personal data, as defined by Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) - "GDPR".

On this basis, each of the Parties undertakes to respect the General Data Protection Regulation ("GDPR") and in particular to:

- mutually communicate personal data relating to the data subjects, to the extent that such data has been legitimately collected and processed;
- ensure that its employees and/or subcontractors are informed of the GDPR and that they have obtained valid consent from the data subjects;
- process personal data strictly necessary for the execution of these GTC and as strictly agreed between the Parties, limit their transfer to third parties offering the same guarantees as those defined herein, and refrain from transferring them to third parties located outside the European Economic Area without having obtained prior consent from the other party;
- take appropriate technical security measures for their protection;
- return and/or delete personal data when it is no longer necessary, at the request of the other party, or at the end of the execution of these GTC.

Each Party declares and warrants to the other party that it will strictly comply with the GDPR for any processing of personal data carried out in connection herewith.

Notwithstanding any clause to the contrary, the Parties shall not incur any contractual liability hereunder, to the extent that compliance with the GDPR prevents them from performing any of their obligations under this contract.

**CLIENT SIGNATURE AND STAMP**