

ARTICLE 1 – GENERAL

These General Conditions of Purchase ("GCP") constitute the terms under which SPHEREA Test & Services and all its subsidiaries under the meaning of Article L233-1 of the French Commercial Code, proceed to any purchase of products or provision of services ("Supplies" and/or "Services") from its suppliers or service providers.

In case of a commercial negotiation, where applicable, it shall result in special terms and conditions of purchase ("STCP") or a Purchase Agreement between SPHEREA Test & Services ("SPHEREA") and its supplier or service provider ("the Supplier").

ARTICLE 2 – ORDER OF PRECEDENCE

All contractual documents related to this purchase order ("Order") shall be interpreted together as one agreement. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter, the following order of precedence applies:

- a) The SPHEREA Order and its amendments then;
- b) The validated Purchase Agreement, should one exist between the parties, replaces the general provisions of the GCPs then;
- c) The STCP then;
- d) Any previously executed non-disclosure Agreement then;
- e) These GCPs then;
- f) The SPHEREA specifications then;
- g) The Supplier's offer.

The notion of day ("Day") in the GCP refers to a calendar day.

ARTICLE 3 – ORDER

3.1 ACCEPTANCE

Acceptance of the Order by the Supplier implies its full acceptance to the present terms and conditions. Unless stated otherwise and duly agreed in writing by SPHEREA, the Order is subject to these GCP, which form thereof an integral part of the Order.

The Order is drawn up by SPHEREA in writing on paper with a SPHEREA letterhead and addressed to the Supplier.

The Supplier shall acknowledge receipt of the Order or express any discrepancies, in written form within no more than seven (7) Days after the Order issue date. No change or modification to the Order shall be binding upon SPHEREA unless specifically accepted by SPHEREA in writing.

In the event of disagreement, the Order may be cancelled and any payments made in advance shall be fully reimbursed.

In the absence of acknowledgement of receipt by the Supplier or shall the Supplier begin performing, the Order is deemed accepted.

The Supplier shall verify that it has the necessary documents to complete the Order and shall immediately contact SPHEREA in the event of any uncertainty.

SPHEREA reserves the right to monitor the successful execution of the Order placed with the Supplier.

3.2 CHANGES TO THE ORDER

Any changes to the Order shall be subject to an amendment to the Order.

This amendment is subject to the same general acceptance rules as the Order and the Supplier shall acknowledge receipt of this amendment within three (3) days.

ARTICLE 4 – DELIVERY – PENALTIES FOR LATE DELIVERY AND NON-CONFORMITY

The Order shall specify the delivery in terms of quantity, date and place of delivery. In the absence of special provisions, transportation shall be carried out, delivered at place unloaded specified on the Order (DPU INCOTERMS 2020).

The specified delivery date on the Order is imperative. No advance or partial delivery may take place without the prior written consent of SPHEREA.

Any delivery made after the specified date, or any non-conforming delivery within the meaning of article 5 "INSPECTION AND COMPLIANCE WITH QUALITY STANDARDS - ACCEPTANCE", puts the Supplier in a position to automatically incur penalties for delay without any further formality.

The amount of these penalties is equal to 1% per Day of delay applied on the value delayed with a maximum of 20% of the total Order. Any delay exceeding one month may result in the application of Article 16 "TERMINATION" at any time.

Notwithstanding the above, the aforementioned penalties shall only be applied after seven (7) clear Days from the expected delivery date.

The payment of these penalties does not release the Supplier from liability for delay or non-compliance.

SPHEREA will either invoice the amount of penalties or issue a credit note for the corresponding amount, such credit note to be applied on the next payment. This shall be done without prejudice to any damages in compensation for the loss suffered by SPHEREA.

ARTICLE 5 – INSPECTION AND COMPLIANCE WITH QUALITY STANDARDS - ACCEPTANCE

Supplies delivered and/or Services provided must be free from any defects and be compliant with all obligations stated on the Order, as well as on drawings, standards, technical specifications or other specifications, and any other document to which the Order refers, and to those prescribed by French and European legislation and/or regulations in force. The obligation to comply, set out above, borne by the Supplier, is a performance obligation.

The Supplier must comply with all the obligations that apply to it set out in SPHEREA Supplier Quality Standard "Quality, Environmental & Safety Clauses" Ref. MSP_TP_03_CQES, at the revision index enforced at the date the Order was placed.

If the Supplies/Services are delivered/provided on site, at SPHEREA's premises, the Supplier shall comply with the regulations specified in the French Labour Code regarding on-site Safety, including SPHEREA's Internal Regulations, Prevention Plan (Decree 92-158 of 20 February 1992), Fire Safety Rules, company premises access control in accordance with rules related to security and defence protection, IT Charter, and Code of Conduct and Ethics.

Supplies delivered and/or Services provided must be accepted by SPHEREA. Acceptance by SPHEREA shall be final only after quantity and/or quality checks have been carried out by the relevant SPHEREA department.

Non-compliance of Supplies and/or Services with the obligations stated on the Order or on any other document to which it refers shall automatically result in the application of penalties in accordance with Article 4 "DELIVERY – PENALTIES FOR LATE DELIVERY AND NON-CONFORMITY"

The Supplier shall provide SPHEREA with declarations/certificates of conformity and any documents that mention restrictions related to Supplies and/or Services and the associated precautions for use, at its own expense.

ARTICLE 6 – REFUSAL OF SUPPLIES

SPHEREA reserves the right to refuse any Supplies and/or Services during a period of sixty (60) days in the event of a defect or non-compliance with the conditions stipulated on the Order in accordance with the provisions of Article 5 "INSPECTION AND COMPLIANCE WITH QUALITY STANDARDS - ACCEPTANCE".

Any refused Supplies must be removed by the Supplier within a maximum period of seven (7) working days following receipt of the notification of refusal; failing this, they shall be returned to the Supplier at its own expense and risk.

If a delivery is refused, SPHEREA reserves the right, without prejudice to the application of contractual penalties:

1/ either to partially or fully cancel the Order after having informed the Supplier; this cancellation of the Order corresponding to a credit note.

2/ or to request that the Supplier replaces the refused Supplies as soon as possible without this delay being detrimental to SPHEREA and under the initial conditions of the Order, with the Supplier undertaking to comply with this request.

3/ or to fulfil, or have fulfilled by any other supplier, at the Supplier's expense, the Services that are the subject of the Order.

SPHEREA may apply a compensation of seventy-five (75) Euros excluding taxes for the administrative processing costs of each non-conformity found.

Hidden or non-identified non-conformities do not, in any way, relieve the Supplier of its obligation to deliver a Supply or to provide a compliant Service. In addition, the Supplier is considered to be fully liable, with respect to SPHEREA, for all the resulting damages due to a potential lack of conformity and quality of the Supplies/Services delivered, both in quantitative and qualitative terms.

ARTICLE 7 – EXPORT SHIPPING AND CONTROL

Supplies shall be correctly and sufficiently packaged by the Supplier, who shall be liable for deterioration, missing items and damage resulting from insufficient packaging.

All deliveries must be made in accordance with the instructions given on the Order and be accompanied by two (2) copies of a delivery note drawn up by the Supplier including all information necessary for identifying the package and indicating in particular:

- the Order reference (order number and date),
- the nature of the Supplies in accordance with the wording of the Order (item number and product name),
- the quantity, size and weight delivered,
- details on returnable or invoiced packaging with indication of prices and quantities,
- the number of bulks constituting the delivery,
- the carrier (company name, contact details and contact point),
- the country of origin,
- the classification (ECCN, EAR, etc.) according to its country of origin or provenance.

The two (2) delivery note (one copy on the package and one copy in the package) shall accompany all bulks and shall be placed in easily accessible, readable place. Also included with each copy shall be a copy of certificates and reports of inspections carried out by the Supplier as well as any regulatory documents required for the transportation and customs clearance of the Supplies.

The Supplier shall ensure that Supplies delivered as part of the Order meet the final destination rules and, in particular, the Supplier shall ensure that all export authorisations are obtained from the competent authorities and that all national and international

regulations applicable to the Order are complied with in terms of export control.

The Supplier undertakes to inform SPHEREA of the classification of the Supplies that it delivers. This information, identification and item number of the Supplies shall appear on the Order acknowledgment of receipt and on the invoice and on the delivery documents.

SPHEREA being prevented in any way from enjoying total freedom to export the Supplies as the result of a fault of the Supplier may result in SPHEREA terminating the Order. Moreover, if SPHEREA is prevented in this way after delivery by the Supplier, without the Supplier having informed SPHEREA in advance, SPHEREA may seek damages from the Supplier.

The parties shall not sell, supply, export, or re-export, directly or indirectly, any Supplies or Services in connection with an Order or the Purchase Agreement to or for use in Russia/Belarus or any countries where European Union exporters would be prohibited to sell, supply, export or re-export such Supplies or Services.

The parties shall ensure that any third parties further down their respective commercial chain comply with the above prohibition with respect to the Supplies or Services in connection with an Order or the Purchase Agreement.

The parties shall immediately inform each other of any problems and issues (occurring solely within the scope of execution of an Order or the Purchase Agreement) in implementing the above requirements.

ARTICLE 8 – PRICES, INVOICING AND PAYMENT

The prices stipulated on the Order are fixed firm and exclusive of tax, and shall not be reviewed unless previously agreed in written by the Parties.

The Parties decide to exclude the application of Article 1195 of the French Civil Code, taking responsibility for any consequences of any changes in circumstances that may arise during the fulfilment of the Order.

Advance payments can only be made if specified on the Order.

Prices include administrative fees, transportation costs, and packaging for the goods required for them to be properly preserved during storage and transport, in compliance with Article 7 "EXPORT SHIPPING AND CONTROL" and delivered at the place Unloaded specified on the Order (DPU, INCOTERMS 2020).

Invoices will only be sent by email to: compta.frs.spherea@spherea.com
Invoices must include all invoice number, Order number, description of Supplies and/or Services,

date and itemised amount corresponding to the Order details as well as any notices provided for in article L441-9 of the French Commercial Code.

Any invoice not including the information listed above shall be returned unpaid to the Supplier who undertakes to send a new invoice in accordance with the aforementioned requirements.

Any particular statement on the invoice that is contrary to the contractual provisions of the Order or these GCP shall have no effect once the Supplier has accepted the Order.

Provided that the events giving rise to the invoiced payment are completely fulfilled in accordance with the contractual provisions and that the invoice includes all of the details stipulated above, SPHEREA shall pay each of the invoices forty-five (45) Days from the invoice date, through a bank credit transfer to the Supplier's account opened by SPHEREA in accordance with the international bank account number (IBAN) and related information sent by the Supplier.

Unless otherwise stipulated on the Order regarding the payment schedule, payment is made 100% upon acceptance of delivered Supplies.

ARTICLE 9 – SPHEREA SUPPLIED TOOLS, MATERIAL or TECHNICAL DATA

Any tools components, material or technical data financed, either directly or indirectly via a recurring purchase price, manufactured and/or developed specifically as part of the fulfilment of an Order become the exclusive property of SPHEREA from their completion and must only be used by the Supplier to fulfil the Order.

Any tools, components, material or technical data supplied by SPHEREA to the Supplier shall be duly identified by the Supplier, shall remain the exclusive property of SPHEREA and are subject to the same care, storage and insurance rules as Supplier's own.

The Supplier is responsible for keeping and maintaining them at its own risk and undertakes to ensure that they are correctly covered by its own insurance policies. Tools in storage must be marked "Non-seizable property of SPHEREA" by the Supplier and shall be immediately returned, fully operational, upon SPHEREA's written request, or after the fulfilment of the Order, at the latest.

A joint inventory ("the Entry Inventory") of the tools placed in the custody of the Supplier shall be carried out by the Supplier and SPHEREA when these tools are delivered, in which the value of each tool shall be estimated. A second joint inventory ("the Exit Inventory") shall be carried out when the tools are returned and compared with the Entry Inventory. If SPHEREA requests that some of the tools be returned, a first Exit Inventory shall be performed on the tools returned; the other shall be mentioned in a second Exit Inventory. For each item damaged or destroyed, the Supplier shall owe a lump sum penalty equivalent to its value.

If the Supplier objects to one of the two aforementioned inventories, SPHEREA may request a bailliff's report as a replacement.

ARTICLE 10 – TRANSFER OF OWNERSHIP – TRANSFER OF RISKS

The transfer of ownership of the Supplies shall take place upon acceptance, with or without discrepancies, by SPHEREA, notwithstanding any retention of title clause.

As regards purchases made within the French national territory, the transfer of risks occurs upon the delivery of the Supplies (fees and carriage paid) at the place specified on the Order or upon delivery at the Supplier's premises, in the absence of delivery if agreed between the Parties.

As regards purchases made internationally, the transfer of risks shall take place as soon as the Supplies are delivered to the place specified on the Order or as soon as they enter French territory, after the customs formalities are completed whichever happens first.

ARTICLE 11 – WARRANTY & LIABILITY

The Supplier is liable for Services provided and Supplies delivered either to be incorporated into SPHEREA's products or sold on "an as-is" to its customers, and undertakes to guarantee SPHEREA against any claim, of any kind that may be formulated in this regard, and against any resulting damages that may result from it for SPHEREA and/or its own customers.

Independent of legal warranties, the Supplier warrants the Supplies and Services for a period of twelve (12) months from acceptance of the delivery without restrictions by SPHEREA, and subsequently undertakes, throughout this period, to remedy, repair or replace, without delay and at its own expense, any defect of nature, design, material or manufacturing, or operating or functioning fault of the Supplies and Services.

The Supplier shall also compensate for the consequences that these defects/malfunctions cause for SPHEREA and its own customers. If the Supplier proves unable to correctly fulfil this clause, SPHEREA reserves the right to have the necessary work carried out at the expense of the Supplier without prejudice to the application of the Termination Clause of Article 16 "TERMINATION".

ARTICLE 12 – CESSATION OF PRODUCTION

The Supplier undertakes to inform SPHEREA at least twelve (12) months in advance should it stop manufacturing the Supply or remove it from its catalogue while being under Order or within warranty period. SPHEREA shall be able to place an Order of the quantities it needs within this period. In addition, the Supplier undertakes to supply SPHEREA with the

parts, components and other items required to use the Supply, under reasonable conditions, for a minimum period of five (5) years after stopping manufacture of the Supply or removing the Supply from its catalogue.

ARTICLE 13 - SUBCONTRACTING

Under no circumstances, may the Supplier subcontract all or part of the performance of the Order without having obtained the prior written agreement of SPHEREA. In all circumstances, in the event that the Supplier subcontracts all or part of the performance of the Order, it is agreed that the Supplier remains liable to SPHEREA for all the obligations pertaining to the subcontracted Order, with this in no way impacting SPHEREA. Additionally, the Supplier guarantees that the subcontractor's commitments to them make it possible to integrally conform to all of the Supplier's obligations set out by SPHEREA with regard to the Order.

ARTICLE 14 – INTELLECTUAL/INDUSTRIAL PROPERTY

All documents, templates, designs, specifications and other information provided and/or paid for by SPHEREA as part of the Order, shall remain the property of SPHEREA at all times and may only be used for the purpose of fulfilling the Order.

Any design, as well as the results and items included in it, carried out by the Supplier as part of the Order shall be the exclusive property of SPHEREA. The Supplier shall refrain from using said design, either directly or indirectly. The Supplier, specialising in its technical domain, shall carry out any useful research and make any arrangements to ensure the lawful nature of the Supplies delivered to SPHEREA and their resale or use by SPHEREA in any country. Consequently, the Supplier warrants SPHEREA against any action from a third party for sales prohibition, counterfeiting, seizure and damages. The Supplier undertakes to inform SPHEREA as soon as it becomes aware of such action. The Supplier undertakes to intervene at its own expense in any proceedings against SPHEREA or against third parties for the use or sale of Supplies delivered by it. The Supplier shall take responsibility for any claims, damages and expenses of any kind that may result from such proceedings.

The Supplier grants SPHEREA non-exclusive worldwide rights for the use, modification, representation, reproduction and marketing, in all formats and on all media, both current and future, of products and licences ordered from it and their associated items.

ARTICLE 15 - EMPLOYMENT, HEALTH, ENVIRONMENTAL AND SAFETY REGULATIONS

The Supplies and/or Services must be delivered/provided within an environmental system that is compatible with the requirements of the ISO 14001 standard. As such, the Supplier shall apply the directives of the ISO 14001:2015 standard even if it is not certified.

The Supplier undertakes to comply, for all Supplies and/or Services, with all laws, regulations, conventions and national and international environmental, social, health and safety laws, regulations, conventions and standards applicable to it during the fulfilment of the Order, as well as with all the requirements described in the latest revision of the document "Quality, Environmental & Safety Clauses" Ref. MSP_TP_03_CQES that was in effect on the date the Order was placed.

Any failure to comply by the Supplier and/or its subcontractors and suppliers shall be considered as a material breach by the Supplier. The Supplier shall compensate SPHEREA for any damages suffered due to non-compliance with the said obligations.

In the event that application of applicable environmental laws and regulations should prevent delivery of the Supplies and/or provision of the Services, the Supplier shall inform SPHEREA without delay and suggest an alternative solution in order to ensure that SPHEREA has continuity of delivery in compliance with the applicable environmental provisions and with the Order. The implementation of all environmental laws and regulations applicable to the Supplier shall not lead to an increase in expected prices for the Order.

ARTICLE 16 – TERMINATION

In this paragraph, the following definitions shall apply:

- "Fulfilled Order" means any order for which the Supplier has delivered the good or provided the service, but that has not yet been paid for by SPHEREA

- "Outstanding Order" means any order for which the Supplier has not yet delivered the goods or provided the services ordered.

16.1 TERMINATION CIRCUMSTANCES

In the event the Supplier fails to fulfil its contractual obligations, SPHEREA may, as of right, totally or partially terminate the Order, 30 (thirty) Days after a formal notice which has gone unheeded, sent by registered letter with return receipt, and without prejudice to any damages and interests. The termination shall have immediate effect.

SPHEREA may also, without any fault or non-fulfilment by the Supplier, unilaterally terminate the Order, in whole or in part, by registered letter with return receipt without the Supplier being able to claim damages, on condition that the notice period of 60 (sixty) Days is respected.

16.2 IMPACT OF TERMINATION

The Supplier shall cease all operations related to the fulfilment of the Order on the date that it receives the termination notification, and shall send SPHEREA a joint statement on the status of the Fulfilled and

Outstanding Orders ("the Joint Inventory") together with adequate supporting documents.

If the Supplier obstructs the Joint Inventory, SPHEREA shall draft this statement of Fulfilled and Outstanding Orders by itself and it shall be applicable to the Supplier.

Any Fulfilled Order shall be accepted and paid for in accordance with these GCP.

For each Outstanding Order, SPHEREA shall inform the Supplier if SPHEREA wishes to maintain it.

Outstanding Orders that SPHEREA wishes to maintain shall be fulfilled, accepted and paid for in accordance with these GCP.

The Outstanding Orders that SPHEREA does not wish to maintain shall be stopped and paid pro rata to their progress mentioned in the Joint Inventory.

This Article shall not obviate any damages that SPHEREA may seek for compensation for any potential losses suffered.

SPHEREA shall have the right to claim compensation from the Supplier for the damage suffered as well as reimbursement for the sums that it may have already paid to the Supplier or expenses that it must incur to compensate for the Supplier's default.

ARTICLE 17 – CONFIDENTIALITY - PUBLICITY

The Parties shall consider as confidential all information, whatever its purpose (technical, industrial, financial, commercial, etc.), its nature (know-how, methods, processes, technical and installation details, etc.), its media (written or printed documents, CD-ROM, etc.), and its form and mode of transmission (written, oral, graphic, IT, including electronic networks and/or e-mail, etc.), communicated between the Parties or to which they may have or may have had access during the talks prior to entering into the agreement and during the entire duration of the Order execution ("Confidential Information").

In this regard, the Parties recognise that it is not necessary for the confidential nature to be specified when any information is transmitted or that it be mentioned on a document transmitted in any form, for that information or document to be considered as Confidential Information within the meaning of this Article.

The Supplier is required in particular to take any necessary measures so that the Confidential Information is neither communicated nor revealed to third parties, either by the Supplier or by its employees and subcontractors. This obligation also applies to documents exchanged during the consultation phase.

Furthermore, except with the express and prior agreement of SPHEREA, the Supplier undertakes to not mention to third parties the existence of its

commercial relationships with SPHEREA nor to reveal all or part of the Supplies delivered and/or Services provided.

The duty of confidentiality remains valid for a period of 5 (five) years after the fulfilment or termination of the Orders. It shall become null and void if the Confidential Information enters the public domain without any involvement of the Supplier who has received the information.

Any publicity by the Supplier mentioning the activity relating to the fulfilment the Order is subject to SPHEREA's prior written consent.

ARTICLE 18 – FORCE MAJEURE

The obligations of the parties shall be suspended in the event of an event constituting force majeure as defined by French law. In such a case, the Supplier shall promptly notify SPHEREA and take all reasonable measures to minimise the delay.

If the Supplier cannot deliver the Supplies and/or provide the Services within three (3) months of the expected delivery date, SPHEREA is entitled to cancel the Order free of charge.

ARTICLE 19 – ETHICS

SPHEREA has established a Responsible purchasing document Ref. MSP_ENR_03_RESPONSIBLE PURCHASING GUIDELINES, at the revision index enforced at the date the Order was placed, providing a legal framework for the rules applicable with its Suppliers.

The Supplier acknowledges having received and read this purchasing document and undertakes to conduct its activities responsibly wherever it operates, in accordance with the principles set out.

The Supplier guarantees the Customer that it and its subcontractors and suppliers respect SPHEREA's Charter and the legal provisions of the fight against corruption in accordance with the United Nations Convention Against Corruption.

The Supplier warrants that it has not been subject to civil or criminal sanctions, either in France or abroad, nor its managers or directors, for violations of the laws and regulations in the fight against corruption.

ARTICLE 20 – PROTECTION OF PERSONAL DATA

The Parties shall act in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, referred to as the General Data Protection Regulation, applicable from 25 May 2018 (hereinafter the "GDPR") and all national regulations such as French Data Protection Act No. 78-17 of 6 January 1978 and local national regulations.

Each Party may be required to collect and process the Personal Data of the other Party for the purposes

of fulfilling the Order and/or for the purpose of managing the supplier file mentioning natural persons and/or for the purpose of managing its customers and prospects. In this case, the concerned Party is responsible for processing such Personal Data within the meaning of the GDPR and undertakes to respect the GDPR.

The Supplier may also be required to collect and/or process the Personal Data on behalf of SPHEREA's customer ("Customer"), acting as a subcontractor of SPHEREA for the processing of the Personal Data of its employees, within the meaning of Article 4 of the GDPR. As such, it undertakes to respect the GDPR, as well as the provisions laid down in the special terms and conditions of purchase.

Any failure by the Supplier to fulfil the obligations relating to Personal Data constitutes a material breach, with may in particular result in the partial or total termination of the Contract for misconduct in accordance with the provisions of Article "TERMINATION", without prejudice to the Customer's right to any other recourse. The Supplier shall indemnify each Customer against any resulting damages suffered by them and caused by the Supplier as a result of a violation of the "Règlement Général sur la Protection des Données".

ARTICLE 21 – CYBERSECURITY

The Supplier acknowledges that it is aware of the legal and regulatory provisions relating to its obligations resulting from access to or possession of information or media protected by a protective notice, in their current version. It is understood that the provisions of the present article in no way restrict the Supplier's obligations in this area and are limited to clarifying part of its obligations.

In particular, the Supplier declares that it will submit to the obligations resulting from it from the application of interministerial instruction n°901/SGDSN/ANSSI of January 28, 2015, relating to the protection of sensitive information systems.

Information and media subject to specific distribution restrictions due to their content are marked "Diffusion restreinte" or "DR". This mark expressly circumscribes the perimeter of circulation of this information and draws attention to the strict need to know. Within the framework of legal and regulatory provisions concerning the protection of confidentiality, the Supplier undertakes:

- To ensure the protection of any information or material marked "Diffusion Restreinte" which may come to its knowledge in connection with an Order or Purchase Agreement,
- To communicate such information only to its personnel who need to know it,

- To inform such personnel of the rules of discretion to be applied regarding such information and of their contractual responsibilities,
- To notify SPHEREA immediately of any risk of disclosure of "DR" information.

The Supplier undertakes to transcribe the obligations arising from the present article in the contracts concluded with its subcontractors or suppliers approved by SPHEREA.

ARTICLE 22 – RENUNCIATION

In the event of SPHEREA not having required the application of any clause from these GCPs and/or special purchasing conditions ("STCP"), whether permanently or temporarily, this may not in any case be considered by the Supplier as renunciation by SPHEREA of its rights resulting from said clause.

ARTICLE 23 – OFFSET

"Offset" means an international commercial operation by which SPHEREA makes a commitment to carry out, in the country of a Customer, purchases, technology transfers, services or any other operations in exchange for a sales contract which is only obtained on this condition.

The Supplier undertakes to provide SPHEREA with any assistance in order for the total amount of the Order to be accepted as an offset credit against any current and/or future offset obligations owed by SPHEREA, its subsidiaries and its representations (or by any third party appointed by SPHEREA), in the Supplier's country.

SPHEREA has the right to use, sell or transfer this Offset credit, in any way whatsoever, to any third party of its choice. These parties may use this to fulfil their own Offset obligations.

ARTICLE 24 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These GCPs as well as the special terms and conditions of purchase ("STCP") and all contractual documents related to Orders are subject to French law.

In the absence of an amicable solution, any dispute relating to the validity, interpretation and/or fulfilment of the Order shall be brought before the competent Court, including in the event of summary action, multiple defendants or warranty action.

The Parties expressly waive the application of the 1980 Vienna Convention on the International Sale of Goods.

The original French version of the GCPs is available upon request. In the event of dispute or appeal, the original French version of this document prevails over the English translation.

ARTICLE 25 – MODIFICATIONS TO THE SUPPLIER'S LEGAL SITUATION

The Supplier undertakes to inform SPHEREA of any modifications that may occur regarding the composition of its capital such as change of majority, merger or takeover, as well as any ruling to which the company may be subject such as administration or court-supervised liquidation.