

## GENERAL SALES AND SERVICES TERMS AND CONDITIONS

### I. Application of the General Sales Conditions – Enforceability

These General Sales Conditions (hereinafter referred to as the "GSC") are intended to apply to all customers (hereinafter the "Customer(s)") of the Centre Technique des Industries Mécaniques (hereinafter "CETIM").

The GSC apply to any order for services placed by a Customer with CETIM.

Any acceptance of offers or quotations (hereinafter the "Offer" or the "Offers") by the Customer and/or their order implies unconditional acceptance of these GSC. These GSC constitute the sole framework for negotiation and the commercial relationship, and cannot be modified or set aside by conflicting provisions that may appear on the Customer's Purchase Orders or in their general terms and conditions of purchase, and shall prevail in the event of contradiction. Any contrary condition issued by the Customer and/or any specific condition shall, therefore, be unenforceable against CETIM unless expressly accepted by CETIM. The failure to object to the non-compliance with a provision of these GSC shall not constitute a waiver of the right to invoke it subsequently. CETIM reserves the right to unilaterally amend the provisions of these GSC by informing the Customer with 30 days' prior notice. The electronic version of this document is available at the following address: <https://www.cetim.fr/conditions-generales-de-vente-et-de-prestations/>

### II. Definitions

For the purposes of these terms and conditions, any term indicated with an initial capital letter shall have the meaning assigned to it in the list of definitions below:

**Purchase Order:** Refers to the document issued by the Customer formalising their acceptance of CETIM's Offer.

**Customer:** Refers to any private or public legal entity placing an Order with CETIM.

**Order:** Refers to the Service(s) provided under the Purchase Order signed by the Customer and accepted by CETIM.

**Agreement:** Refers to all the documents listed below in descending order of priority: 1) The specific conditions accepted by both Parties; 2) The present GSC; 3) The Order expressly accepted by CETIM by any means, including acknowledgment of receipt (AR) or confirmation of the Order sent electronically or via email; 4) Any studies, quotations, and technical documents provided prior to the formation of the main agreement and accepted by the Parties; 5) The delivery note; 6) The invoice.

**Deliverables:** Refers to all the components of the service (study reports, test equipment, training materials, etc.) delivered by CETIM and subject to validation or acceptance by the Customer.

**Party (Parties):** Refers to CETIM and/or the Customer.

**Services:** Refers to any service performed by CETIM.

### III. Financial Terms

The prices are those defined in CETIM's Offer, or failing that, those in effect at the time of acceptance of the Order. They are established in euros, excluding taxes and customs duties, (standard) packaging included, and EXW at the relevant CETIM site, unless otherwise specified in the Offer or the Agreement. In the absence of explicitly mentioned conditions, payments shall be made within 30 days at the end of the month following the invoice date, net and without discount, except for the deposit payable upon receipt of the Order.

The prices correspond exactly and solely to the products, equipment, and services specified in the quotation.

Any modification or change in rate, elimination or introduction of taxes, duties, or levies shall automatically be passed on to the Customer.

Unless expressly agreed otherwise, payment terms are due at maturity. Any commenced period is payable in full.

The conditions of validity, price revision, as well as invoicing and payment terms, are as stipulated in the quotation and invoices. However, CETIM reserves the right to demand cash payment:

- after a review of the case by its Financial Management,
- after any payment incident and for any subsequent order.

The deadlines specified on the invoices are binding. In accordance with the provisions of Article L 441-10-II of the French Commercial Code, failure to pay on the due date will result in penalties payable from the day following the payment deadline indicated on the invoice, without the need for a reminder, including:

- the application of late payment interest equal to three times the legal interest rate,
- the application of a fixed compensation for recovery costs of €40,
- when recovery costs incurred exceed the amount of this fixed compensation, additional compensation upon presentation of corresponding supporting documents.

Under no circumstances may payments be suspended or offset unilaterally by the Customer.

In the event of late payment of invoices by the Customer, and in addition to the late payment interest specified above, CETIM may either terminate the Agreement in accordance with Article VIII or suspend the performance of its services one month after a formal notice remains unanswered. The implementation of this provision releases CETIM from all obligations incumbent upon it, without, however, releasing the Customer from its own obligations.

The prices and information appearing in documents, catalogues, and/or brochures issued by CETIM are provided for information purposes only; only the pricing conditions in effect on the day of the Order shall prevail.

The prices provided to the Customer may also be modified by CETIM, which must respect a reasonable notice period and provide justification. For orders whose execution lasts several years, CETIM may implement an annual price adjustment, subject to prior notice to the Customer at least two months before the new prices take effect.

#### **IV. Evolution of the Needs**

The following events are considered to constitute a case of modification justifying an adjustment to the price and/or schedule:

- Modifications to the Customer's external economic conditions affecting the economic conditions for performing the services.
- Modifications to the Customer's specifications or to the technical data specified when the Offer was prepared.

Furthermore, in the event of a fundamental change in circumstances imposing an unfair burden on one of the Parties, the Parties shall consult with each other to find mutually agreeable and fair adjustments. Any modification shall be subject to an amendment.

#### **V. Orders for Services**

##### **a. General Provisions**

Orders are subject to CETIM's acceptance of the Purchase Order and become final only upon such acceptance, notified by any written means (registered letter with acknowledgment of receipt, standard letter, email). Any modification of an order requested by the Customer shall be subject to CETIM's acceptance and may result in a change to the price, execution conditions, and initial delivery timeline. The Order expresses the Customer's irrevocable consent. Otherwise, the Customer shall indemnify CETIM for all incurred expenses and any direct or indirect consequences arising therefrom. In any case, any deposits and payments already made shall remain the property of CETIM.

CETIM reserves the right to refuse orders in the event of the Customer's breach of any of their obligations and, more generally, to refuse any Order that appears abnormal, abusive for any reason, or placed in bad faith.

The Services provided comply with applicable regulations and technical standards.

The Customer is responsible for the use and application of the deliverables provided. It is the Customer's responsibility to prepare a specification document that corresponds to their technical needs and, if necessary, to ensure the Services are suitable for the intended application.

As the ordering party and project owner, the Customer is solely responsible for the selection of the data and information provided to CETIM for the performance of the Services. It is their responsibility to ensure that the documentation provided to CETIM is both necessary and sufficient for CETIM to perform the Services in accordance with best practices.

In the current context of variability in the availability of raw materials and components, CETIM shall inform the Customer without delay of any possible risk of deviation from the initial schedule. Delays cannot justify the cancellation of the order, termination of the Agreement, or payment of damages unless they have been expressly stipulated as binding and after the Customer has issued a formal notice to

perform, which remains unresolved after a one-month period. Any penalty for delay shall in any case not exceed 5% of the pre-tax amount of the order. Furthermore, such a penalty shall only be due if the delay is exclusively attributable to CETIM and shall have a liberating effect.

If the number of meetings (progress meetings, result reporting meetings, etc.) required for the proper conduct of the Services were to change, CETIM may request a financial adjustment to the Agreement.

Any travel within France or internationally that was not planned at the start of the Services but proves necessary shall be handled on a case-by-case basis with the Customer, and in any case, will be subject to financial compensation.

In the event of order cancellation by the Customer, before the start of the Services and for any reason, the Customer shall pay CETIM compensation covering (i) the costs already incurred by CETIM, upon presentation of supporting documents, and (ii) a penalty equal to 20% of the total pre-tax amount of the cancelled Order.

#### **b. Delivery of Potential Samples, Materials, or Equipment**

Either Party may be required to provide the other Party with samples, materials, or equipment (hereinafter the "Item(s)"), either for the performance of the Services or as a deliverable. Delivery is deemed to have been made EXW at the relevant CETIM site. Delivery is carried out either by direct handover to the Customer, by a simple notice of availability, or by delivery at CETIM's site to a shipper or independent professional carrier designated by the Customer or, in the absence of such designation, chosen by CETIM. CETIM undertakes to transmit all necessary instructions for the proper conduct of these transport operations but does not make any other commitments in this regard. In all cases, transport costs and risks are the sole responsibility of the Customer. If CETIM is responsible for transport, the corresponding costs are charged to the Customer. If the Customer arranges for transport and assumes the costs, the Customer shall bear all financial consequences of any direct action taken by the carrier against CETIM. If the Customer fails to take delivery or takes delivery after the initially agreed timeframe, and without the need for formal notice, the Customer shall bear all costs and risks related to the storage of the samples, materials, or equipment from the initially scheduled withdrawal date. The initially agreed payment dates cannot be postponed. All transport, insurance, customs, handling, and site delivery operations are the responsibility and at the expense, risk, and peril of the Customer, who must check the shipments upon arrival and, if necessary, pursue claims against the carriers, even if the shipment was made free of charge.

In any case, CETIM reserves the right to refuse the delivery and return shipment of Items whose handling, due to their packaging or lack of appropriate lifting points, for example, appears to present a risk of damage or a hazard to the safety of persons.

The value of the Item as stated by the Customer will be communicated to the carrier and shall constitute the limit of the carrier's liability for the transport.

If the Item poses potential risks to the employees of CETIM, the Customer, or companies potentially involved in performing the Services, the Customer undertakes to inform CETIM at the time of placing the order. However, such information shall not release the Customer from liability in the event of damage occurring despite the precautions taken by CETIM in light of the declared risks. CETIM reserves the right to refuse to carry out the services if it deems that the Item being tested presents a significant risk to individuals, property, or the environment.

Service completion times are expressed in calendar days and are provided for information purposes only. Where applicable, transport times must be added.

The receipt of an Item on a date later than that agreed with the Customer, or the receipt of a defective or unusable Item, invalidates any timeline commitments related to the performance of services concerning this Item. Upon receipt of the new Item, CETIM shall inform the Customer of the new feasible completion timeline.

### **c. Technical Acceptance of the Components of the Service**

The Customer undertakes to validate or technically accept the components of the service (study report, test equipment, training material, etc.), hereinafter referred to as the Deliverables, i.e., to verify the conformity of the service with CETIM's offer or the contractual specifications, within five (5) business days from their delivery. After this period, in the absence of any reservations expressed by the Customer, acceptance shall be deemed to have occurred, with the associated legal effects.

If the acceptance of the Deliverables reveals a non-conformity, CETIM undertakes to redo the service to bring it into compliance with the commercial offer or the contractual specifications.

## **VI. Performance of the Services**

### **a. Completion of the Services in the Presence of the Customer**

CETIM may, as an exception and upon the Customer's express request, authorise the performance of the service in the presence of individuals not affiliated with CETIM. These individuals are required to comply with the safety and confidentiality rules that will be communicated to them. Unless there is prior agreement between CETIM and the Customer, they must not interfere with the performance of the service.

The Customer must submit the request in their order at least one week before the start date of the service and must specify the names and roles of the individuals attending the service, as well as the company name if it differs from that of the Customer.

### **b. Completion of the Services on the Customer's Site**

In the case of Services completed on the Customer's site (hereinafter the "Site"), the Customer guarantees CETIM unrestricted access to the equipment (and its technical documentation, if applicable) that is the subject of the Services, without any specific restrictions during the agreed working hours. The Customer is responsible for all administrative and safety arrangements related to CETIM's access to the Customer's site and the conditions for CETIM's intervention on the Site and for the Items or materials subject to the service.

The Customer undertakes to ensure that all equipment is easily accessible. The Customer agrees to provide CETIM personnel with any necessary assistance and equipment. The Customer must facilitate access to the Site and inform CETIM of any obligations concerning the intervention of external companies on the Site. Any hindrance in this regard will result in an equivalent delay in the completion of the Services by CETIM, without the Customer being able to claim compensation for such delays.

The Customer shall inform CETIM of the conditions required to access its site, particularly regarding safety, and shall indicate to CETIM whether a risk prevention plan is necessary.

The Customer retains full responsibility for implementing the means and procedures necessary to ensure the safety of property and individuals on the site. The Customer must at all times ensure the strict and consistent application of legislative and regulatory provisions as well as any regulations established for health and safety purposes. Should a CETIM employee deem a situation dangerous during an intervention, they may invoke their right to withdraw from the situation.

The Customer must provide the facilities and services required for the proper completion of the Services on the site. These facilities will be returned to the Customer after use. CETIM shall not be held liable for normal wear and tear and/or any damage resulting from their proper use.

CETIM undertakes to comply with the Customer's safety and security instructions communicated by the Customer and to ensure compliance by any subcontractors. CETIM commits to cleaning the worksite upon completion of the services. CETIM agrees to use Personal Protective Equipment (PPE) in compliance with applicable regulations. Interventions are by default planned to take place in asbestos-free environments. If this is not the case, CETIM reserves the right either to terminate the Agreement or to amend the technical and financial conditions of its service to ensure compliance with legislation concerning asbestos-containing areas.

Any additional intervention caused by the Customer's failure to meet obligations and requiring a return to the site by CETIM personnel will be invoiced according to the applicable rates.

### **c. Interruption and Suspension of the Services at the Customer's Request**

Service completion dates are binding.

However, and as an exception, a postponement or suspension of the service may be granted by CETIM at the Customer's request.

In the event of a postponement request:

If the postponement request is not justified by a duly documented case of force majeure, the Customer agrees to pay CETIM a fixed compensation amounting to 10% of the postponed service's value, in addition to any costs already incurred by CETIM, upon presentation of the corresponding supporting documents.

A new date for the completion of the Services will then be agreed upon, taking into account CETIM's availability schedule.

In the event of a suspension request:

At the time of their suspension request, the Customer shall specify to CETIM the duration of the requested suspension.

If the suspension request is not justified by a duly documented case of force majeure, the Customer agrees to pay CETIM:

Either compensation of €200 (excl. tax) per day of suspension, if the equipment allocated to the completion of the Services remains immobilised while awaiting the resumption of the Services;

Or compensation amounting to 10% of the suspended service's value, in addition to the costs for dismantling the test bench (and reassembling the test bench when the service resumes).

In the event of a prolonged interruption of tests due to the Customer, without any feedback from the Customer for several weeks, CETIM reserves the right to dismantle the bench at the Customer's expense. Any eventual recommissioning of the bench will then be subject to a new proposal.

#### **d. Completion of Expert Assessments**

In the context of completing expert assessments, CETIM has an obligation of means, not an obligation of result.

CETIM cannot, under any circumstances, be held liable for the deterioration of the Items entrusted to it for assessment, solely due to the use or experimentation for which they were provided.

#### **e. Storage of Items**

The retention period for samples, materials, packaging, test benches, and other equipment is three months from the date the results are delivered to the Customer. Beyond this three-month period, they will be destroyed at the Customer's expense, after prior notification to the Customer and unless otherwise instructed by the Customer, who then agrees to pay storage fees calculated at a daily rate of €30 (excl. tax) per day per m<sup>2</sup> occupied (billed monthly).

For the storage of materials, packaging, moulds, test benches, and other equipment related to test platform activities, the storage period is reduced to 15 days following the completion of the test. Beyond this period, they will be destroyed at the Customer's expense, after prior notification to the Customer and unless otherwise instructed by the Customer, who then agrees to pay storage fees calculated at a daily rate of €30 (excl. tax) per day per m<sup>2</sup> occupied (billed monthly).

CETIM commits not to use, at any time and on behalf of third parties, any technical resources or consumables owned by the Customer, unless prior written authorisation is given by the Customer.

At the Customer's request specified in their order, the Items may be stored by CETIM for a duration determined by the Customer. Storage fees will then be invoiced to the Customer along with the service.

### **VI. Guarantee**

Unless otherwise specified, the guarantee only applies to non-conformities in the performance of the Services that are reported within six months following the completion of the order (guarantee period). This guarantee period applies provided the services are used in accordance with the specifications in the Offer.

The period begins from the date of delivery of the deliverable(s) or, where applicable, the date of acceptance of the order.

CETIM undertakes to address any non-conformity in the performance of the Services, within the limits outlined below. The guarantee is limited to correcting the non-conforming part of the Service.



If the Service involves the design, manufacture, or delivery of a prototype, it is agreed that CETIM shall not be bound by any guarantee in this respect.

In any case, CETIM shall only ever be held to an obligation of means in the performance of the Services.

To be able to invoke the benefit of these provisions, the Customer must notify CETIM without delay and in writing of the non-conformities they attribute to the Services and provide all relevant justifications.

## **VII. Liability**

### **a. General Provisions**

CETIM's liability, in the event of proven fault on its part, shall be limited solely to direct material damages, excluding any indirect and/or non-material damages, whether consequential or not, even if the Customer has previously informed CETIM of specific risks. In any case, liability is limited to the pre-tax amount of the relevant service, regardless of the nature of the loss, and excludes any other compensation.

In the course of performing its service, CETIM cannot under any circumstances be held liable for the consequences arising from the improper use of the results of the final report delivered to the Customer. Furthermore, CETIM disclaims all liability in cases where the information provided to it in the context of delivering its service is partially or entirely incomplete or erroneous.

CETIM confirms that it holds the necessary insurance to cover its liability under the project. It will provide any supporting documentation upon the first request.

### **b. Fault Committed During or in Connection with the Performance of Services by CETIM**

CETIM's liability can only be invoked in the event of a fault committed during or in connection with the performance of the Services for which it is responsible under the Agreement. Furthermore, CETIM's liability cannot be invoked for any external cause, such as:

- any act by the Customer themselves, particularly in the event of non-compliance with their commitments under the Agreement,
- any act by a Third Party outside CETIM's control,
- any case of force majeure.

### **c. Compliance with Customer Specifications**

CETIM's liability is strictly limited to compliance with the Customer's specifications stipulated in a specification document or any corresponding document provided to CETIM for the preparation of its Offer and accepted by the Customer. As the "ordering party," the Customer is responsible for precisely defining their needs and the scope of the intervention entrusted to CETIM.

## **VIII. Termination**

Failure by either Party to fulfil the obligations incumbent upon them under the Agreement shall result in the termination of the Agreement as of right, at the initiative of the creditor, after a period of thirty (30) days from the sending of a formal notice to perform, sent by registered letter with acknowledgment of receipt, which remains unheeded, and without prejudice to the payment of any damages. CETIM may also terminate the Agreement in the event of non-payment by the Customer, in accordance with the provisions set forth in Article III – Financial Terms above. In all cases, the Customer must indemnify CETIM for any costs already incurred in connection with the performance of the services and/or the completion of the Order.

## **IX. Unforeseen Circumstances and Force Majeure**

In the event of an unforeseen event beyond the control of the Parties, compromising the balance of the Agreement to the extent that the performance of obligations by one of the Parties becomes detrimental, the Parties agree to negotiate, in good faith, a modification of the Agreement, pursuant to Article 1195 of the French Civil Code. This specifically, though not exclusively, includes events such as fluctuations in the price of raw materials, changes to customs duties, exchange rate variations, changes in legislation, or changes to the Customer's financial situation.

Neither Party shall be held liable or considered to have failed in its obligations if such failure is due to an irresistible, unforeseen event beyond the control of the affected Party ("Force Majeure Event"), as defined under Article 1218 of the French Civil Code.

Examples of Force Majeure Events include, but are not limited to, war, riots, floods, natural disasters, and pandemics.

The Party affected by such an event shall inform the other Party by any means, preferably via registered letter with acknowledgment of receipt, as soon as possible from the occurrence of the said event. The Agreement shall be suspended for the duration of the Force Majeure Event.

If the Force Majeure Event persists for more than one (1) month, the Agreement may be terminated as of right, without prior notice, by either Party, through a registered letter with acknowledgment of receipt to the other Party.

The Customer is informed that in the event of an electricity outage disrupting the completion of services in any way, CETIM may be compelled to request a new timeline for the affected service and/or renegotiate the terms of its performance.

#### **X. Subcontracting**

By express agreement, CETIM may, under its responsibility, subcontract the completion of the Services to subcontractors of its choice. In such cases, CETIM undertakes to ensure that its subcontractors comply with the provisions of the decree of 20 February 1992 (in particular, the preparation of prevention plans) as well as the specific provisions of the Agreement, particularly those related to confidentiality, safety, and security obligations.

#### **XI. No Enticement**

Throughout the duration of the services, extended by twelve (12) months, the Customer undertakes not to solicit, recruit, or employ directly or indirectly any CETIM collaborator or employee. Failure to comply with this provision shall entitle CETIM to request payment equivalent to one year of the salary of the employee in question, without prejudice to CETIM's right to claim additional damages.

#### **XII. Intellectual Property**

For the purposes of this document, the term "intellectual property" includes all industrial property rights (notably patents, trademarks, designs, and models) as well as literary and artistic property rights (including copyright and software).

-Results: All new technical and/or scientific information and knowledge resulting from the completion of the Services, contained in the report delivered to the Customer (the "Deliverable"), whether patentable or not, and all related intellectual property rights.

-Deliverable (unless otherwise stated in the Offer): The report delivered to the Customer containing information related to the Services performed, as well as the Results.

CETIM's commercial offer remains its exclusive property. It may not be reproduced in whole or in part without CETIM's prior express authorisation.

The studies and documents prepared for the development of this commercial offer may only be used by the Customer for the execution of the order by CETIM.

All projects, studies, plans, descriptions, technical, economic, or commercial documents, or quotations provided to the Customer before or after the conclusion of the Agreement, are subject to a loan for use. Their sole purpose is the evaluation, discussion of the commercial offer, or execution of the Agreement. They may not be disclosed, implemented, or used by the Customer without CETIM's prior written consent. CETIM retains all material and intellectual property rights over the documents loaned. These documents must be returned upon first request. If the order is not placed, CETIM reserves the right to charge the recipient for the reimbursement of all study and travel expenses incurred.

Furthermore, the Customer guarantees that, at the time of the conclusion of the Agreement, the content of the plans and specifications and their implementation conditions do not infringe upon the intellectual property rights or know-how held by a third party. The Customer guarantees that they are free to use them without violating any contractual or legal obligations.

Each Party retains all intellectual property rights they held prior to the start of completion of the Services.

Specifically, CETIM retains ownership of all its pre-existing know-how (whether patentable or not), copyright on its quotations, and its proprietary tools (methods, software, equipment, etc.) used in the performance of the service.

For training services, CETIM retains ownership of copyright on the training materials and documents provided to the trainees participating in the training. CETIM grants the Customer a personal, free, and non-transferable right to use the training materials for use by the Customer's personnel. Public representation, reproduction, adaptation, and translation rights are expressly excluded from the usage rights granted. CETIM retains ownership of its COFRAC accreditation trademarks, and the Customer may only reference them in its own documents through full facsimile reproduction of CETIM's test reports and calibration certificates.

Unless otherwise agreed, the Deliverables and Results arising from the Services provided by CETIM under the Order become the property of the Customer upon full payment of the price, which includes a fixed amount for the transfer of the associated Results.

The Customer is free to use, exploit, and commercialise them as they see fit and shall bear the costs of any necessary protection of these new knowledge and Results.

By express agreement, CETIM retains the right to use these Results solely for internal research purposes and undertakes not to disclose them to any third party.

No guarantee is provided by CETIM regarding the infringement of third-party rights.

If the Deliverable contains CETIM's prior knowledge, CETIM grants the Customer a non-exclusive licence to use this knowledge within the scope of exploiting the Results.

This licence is limited solely to the exploitation of the Results and does not confer any rights to the Customer over CETIM's prior knowledge outside this context. The Customer is responsible for ensuring that their use of CETIM's Results and knowledge respects CETIM's intellectual property rights. CETIM undertakes to take reasonable measures to protect the Customer's intellectual property rights in the context of the Services.

**Transfer of Ownership of Specific Equipment Supplied as Part of the Service (Articles 1196 et seq. of the French Civil Code):**

When the service includes the supply of specific equipment designed to meet the Customer's needs, the transfer of ownership of this equipment to the Customer occurs on the date of its acceptance without reservations by the Customer, subject to full payment of the service price. The transfer of risk to the Customer takes place as soon as the equipment is made available to them (in accordance with the applicable Incoterm®).

### **XIII. Trademarks**

The CETIM trademark, and more generally the trademarks of the CETIM group, as well as all figurative or non-figurative marks, and more generally all other trademarks, illustrations, images, and logos of CETIM, whether registered or not, are and will remain the exclusive property of CETIM. Any total or partial reproduction, modification, or use of these trademarks, illustrations, images, and logos, for any reason and on any medium, without CETIM's express and prior consent, is strictly prohibited. The same applies to any combination or conjunction with any other trademark, symbol, logo, and more generally any distinctive sign intended to form a composite logo.

No Customer of CETIM may use the trademarks, logos, documents, or any other intellectual property rights belonging to the CETIM Group or to which CETIM has the rights, without CETIM's express, written, and prior permission.



#### **XIV. Confidentiality**

All information of any kind (including technical, commercial, and financial information) that may be communicated by the Parties in the context of formalising the Agreement and its execution, regardless of the medium used (written, oral, electronic messages, etc.) and regardless of the format (documentation exchanged between the Parties, presentation materials, emails, etc.), shall be considered confidential.

Each Party undertakes, therefore, not to use this information in a manner contrary to the purpose of the Order and not to disclose it, directly or indirectly, to any third party. Each Party undertakes to take all necessary measures to ensure the confidentiality of this data and guarantees that its personnel will comply with this obligation.

The confidentiality obligation will survive the termination of the Agreement or the order under which the information was communicated, for a period of 5 years.

The following are not considered confidential information: (a) information that has entered the public domain at the time of its communication or that would enter the public domain after its communication, provided that this is not the result of a breach of confidentiality by the Party that received the information; (b) information that the receiving Party can prove it knew in good faith and without breaching any other confidentiality obligation prior to its communication in the context of the Agreement and/or Order; (c) information communicated by a third party after the signing of the Agreement and/or Order, and received in good faith and without breaching any other confidentiality obligation by the Party to whom it was communicated.

CETIM agrees not to disclose to third parties, without the Customer's prior consent, the Deliverables of the service and any information received from the Customer, unless such information is in the public domain. It is understood that CETIM's establishments and subsidiaries are not considered third parties to the order and may be entrusted with the performance of part of the service by CETIM. It is specified here that the offer provided by CETIM is confidential.

As part of its continuous quality improvement process for the services offered to its Customers, CETIM informs its Customers that the contractual documents related to the business relationship established with CETIM (specifications, technical and commercial offer, order, deliverables, technical data) may be reviewed by an auditor (third party).

This third party will be bound by confidentiality in accordance with the ethical rules of its profession. Customers may object to the consultation of the aforementioned contractual documents by a third-party auditor. If this is the case, and if the technical and commercial offer includes COFRAC-accredited tests, the Agreement cannot be performed under accreditation, in accordance with the accreditation agreement signed by CETIM with COFRAC.

#### **XV. Data Protection and Privacy**

CETIM may need to process personal data in the course of performing the Services when such data is necessary for the completion of the Order or the Agreement, or when CETIM has a legitimate interest in processing such data. CETIM undertakes to process the personal data provided by the Customer in compliance with the General Data Protection Regulation and the applicable national legislation, and to ensure that its potential subcontractors also meet their obligations in this regard. Personal data processed by CETIM may be shared with its partners and subcontractors, including those responsible for executing, processing, managing, and paying the orders. These data processing activities are based on the legitimate interest of the data controller (CETIM) and include the following purposes: conducting commercial prospecting operations; exercising legal claims and managing complaints; conducting research and development activities; and producing statistics.

In accordance with the applicable regulations, the Customer has the following rights: the right to information, the right of access, the right to rectification, the right to restriction; the right to be forgotten, the right to object, and the right to data portability. These rights can be exercised, along with proof of identity, by emailing: [dpo@cetim.fr](mailto:dpo@cetim.fr), or by post to CETIM's registered office.

CETIM reserves the right to request additional documents to verify the identity of the requester.

Data subjects are informed that, in compliance with mandatory public rules, some data or purposes may not be subject to a favourable response to the requests made.

Furthermore, it is possible that the request for complete deletion of the data concerned may only be achievable at a later date, due to a CETIM obligation (legal, financial, contractual, or economic) to retain this data for a specific period. However, such data may be blocked.

If a data subject believes that they have not been able to exercise their rights in accordance with the GDPR or any applicable legal provisions on data protection, they may file a complaint with the CNIL (French data protection authority, "Commission Nationale de l'Informatique et des Libertés").

## **XVI. Corporate Social Responsibility (CSR)**

CETIM encourages the Customer to respect and promote the ten principles of the United Nations Global Compact on human rights, labour conditions, environmental protection, and the fight against corruption. In this respect, the Customer declares and guarantees that it respects and applies, particularly in the context of these Services, the national and international treaties, agreements, laws, regulations, and the fundamental principles applicable in terms of business ethics (including corruption, conflicts of interest, influence peddling, illegal interests, favouritism, illicit payments, money laundering, counter-terrorism efforts, financial transparency and the truthfulness of information, competition law, public procurement rules, export control, product regulations, and environmental law).

CETIM reserves the right to terminate an Order with a Customer who has knowingly and repeatedly violated these principles and/or refuses to implement corrective action plans.

The Customer, both in relation to itself and its directors, officers, employees, representatives, or any of its shareholders, principals, or owners acting on its behalf or in its interest, including any potential subcontractors (hereinafter collectively referred to as "Affiliated Persons"), declares and guarantees: (i) that it is, along with the Affiliated Persons, solely responsible for complying with the Applicable Laws as defined below, and that it has complied, and will continue to comply, with the Applicable Laws. Furthermore, it has not knowingly taken, nor will it take, any action or omission that could result in CETIM's liability under the Applicable Laws; (ii) that it fights against corruption and money laundering in all forms and promotes ethically responsible relationships with the authorities in the countries where it is established and/or carries out its activities. In this regard, the Customer specifically declares and guarantees that neither it nor any of its Affiliated Persons has offered, given, loaned, or promised to offer, give, or loan, nor will offer, give, or loan, directly or indirectly, any funds or anything of value to or for the benefit of any public official for corrupt purposes; (iii) that it does not enter into or execute agreements that aim to distort fair competition rules and requires its Affiliated Persons to refuse any discussion on prices and markets with competitors.

The Customer will support and fully cooperate with CETIM's efforts to comply with the Applicable Laws. For the purposes of this article, the term "Applicable Laws" refers, among others, to:

- the law applicable to this document;
- European laws and regulations, export control laws applicable to the products subject to the Agreement, and any other laws, regulations, rules, orders, decrees, or other directives with the force of law applicable to any activity carried out by the Customer or any of its Affiliated Persons in the context of this Agreement or any other business involving the Customer and CETIM;
- The Universal Declaration of Human Rights of 1948;
- The ILO's Fundamental Conventions;
- The OECD Guidelines for Multinational Enterprises;
- The United Nations Global Compact;
- The United Nations Convention against Corruption;
- The OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

## **XIX. Jurisdiction and Governing Law**

If any provision of these GTC is found to be invalid, illegal, or unenforceable by a competent jurisdiction, that provision shall be severed and shall not affect the validity, legality, or enforceability of the remaining provisions. The Parties agree to replace the invalid provision with a valid provision that most closely approximates the economic intent of the original provision.

These GTC are governed by French law, which shall apply to any dispute or disagreement relating to the formation, interpretation, performance or non-performance, or termination of an order or contract. In

case of any contradiction between the French version and any other version of these GSC, the French version shall prevail.

In the event of a dispute between the Parties, they agree to prioritise an amicable resolution and make every effort to achieve this.

If the disagreement persists, the courts of Paris shall have exclusive jurisdiction, notwithstanding any special provisions agreed between the Parties or stated in the buyer's general terms and conditions. This clause applies in cases of summary proceedings, incidental claims, multiple defendants, third-party claims, and international disputes.