

GENERAL TERMS AND CONDITIONS OF PURCHASE

The general terms and conditions of purchase (the "GTC") govern the supply of goods and/or services (the "Supplies") by the supplier ("SUPPLIER") to Energetics Technology Ltd ("ENERGETICS") and shall apply to any tender, quotation, acknowledgement of receipt, deliveries, and/or purchase order placed by ENERGETICS ("Order"). Failure to acknowledge receipt of the Order within 2 working days, acceptance of payment by ENERGETICS, and/or commencement of performance of the Order shall constitute full acceptance of the GTC. Only the following documents shall apply to the purchase of the Supplies in descending order of priority: (i) the Order, (ii) the Request for Quotation, (iii) the GTC and (iv) the Technical Specifications. ENERGETICS rejects the SUPPLIER's General Terms and Conditions of Sale and any equivalent provisions present, appended to or referenced in the quotations, technical specifications, invoices and any other documents sent by the SUPPLIER.

1. ORDER

1.1. The Order shall be firm on the date of the SUPPLIER's unconditional acknowledgement of receipt to ENERGETICS. The Order shall be deemed to have been accepted if no acknowledgement of receipt is received by ENERGETICS within 2 working days.

1.2. ENERGETICS reserves the right to modify the Order at any time by written notice sent to SUPPLIER, effective immediately upon receipt of the notice. Changes will be deemed to have been accepted without reservation if the SUPPLIER fails to respond within 5 working days of the date of the notification. Any change in the price or schedule made unavoidable by these changes must be justified in writing. Any change will be the subject of an amendment to the Order.

2. PRICE-TERMS OF PAYMENT

2.1. The price set out in the Order shall be payable in the currency agreed between ENERGETICS and the SUPPLIER and shall include any taxes, charges, customs duties, etc., but shall exclude value-added tax (VAT) or any equivalent tax, if applicable. No extra charge shall be made for packing, marking, storage and handling. The price is fixed and binding.

2.2. Payment shall be made within 60 days of the date of invoice, subject to (i) delivery of the Supplies, (ii) conformity of the Supplies with the Order, and (iii) compliance by the SUPPLIER with all its obligations under the Order. Payment shall be made by bank transfer, cheque, or any other means requested by ENERGETICS. SUPPLIER may charge interest on all overdue payments not attributable to SUPPLIER, calculated based on 3 times the annual legal interest rate ("taux d'intérêt légal") in force in France.

2.3 In case of non-compliance and/or delay in delivery, the invoices shall be paid after deduction of the penalties for delay.

3. DELIVERY – SHIPMENT – QUANTITY

3.1. **TIME, HIGH QUALITY AND QUANTITY ARE OF THE ESSENCE OF THE ORDER.** The delivery dates and quantities specified in the Order must be strictly observed. ENERGETICS reserves the right to return any surplus at SUPPLIER's expense and risk.

3.2. The Supplies shall be delivered in accordance with Incoterms® DDP ("Delivered Duty Paid") 2020 of the International Chamber of Commerce, unless otherwise agreed in writing by the parties, to ENERGETICS's premises or to any other address specified by ENERGETICS ("Place of Delivery"), during business hours on working days. Upon delivery, the SUPPLIER shall provide ENERGETICS with all the documentation required for the use, operation and marketing of the Supplies.

3.3. In the event of late delivery, ENERGETICS shall be entitled to apply penalties for late delivery amounting to 0.5% of the total amount of the Order per day of delay, subject to a maximum of 30% of said amount. ENERGETICS reserves the right to automatically deduct such penalties from the amount of the Order. If the loss suffered by ENERGETICS and its customers as a result of late delivery exceeds the amount of the penalties, ENERGETICS reserves the right to claim damages from the SUPPLIER. In the event that the maximum amount of penalties is reached, or that there is a risk of significant damage due to late delivery, ENERGETICS may terminate the Order. Any additional costs incurred as a result of a more expensive mode of transport needed to meet the delivery dates will be borne by the SUPPLIER.

3.4. The Supplies must be packaged, marked and transported in accordance with the specifications in the Order or, in the absence of such specifications, in accordance with the best commercial practice.

4. WARRANTY

4.1. Without prejudice to any other contractual or legal warranty available to ENERGETICS, the SUPPLIER warrants that the Supplies are: (i) merchantable, safe and fit for the purpose for which they are intended, (ii) free from any defect in design, workmanship and/or material, (iii) new and of high quality, (iv) designed and manufactured as per the latest industry level of knowledge at the time of the Order, (v) comply with the specifications of the Order or any other applicable document, (vi) comply with all applicable legal provisions, including those applicable to export controls, the European REACH and RoHS regulations, and (vii) are free from defects in title without limit as to time. The SUPPLIER also warrants that the Supplies and the packaging do not contain any substances that could compromise the environment or human health.

4.2. Notwithstanding any other contractual or legal warranty, the warranty period is 24 months from the delivery of the Supplies. In the event of a defect or non-conformity in the Supplies, ENERGETICS may choose to request reimbursement, repair, modification or replacement of the Supplies at no cost to ENERGETICS, with the transport costs being borne by the SUPPLIER. The SUPPLIER will take back at its own risk any Supplies that are defective or do not comply with ENERGETICS's request. The warranty period for any repaired or replaced Supplies will be extended by a period equal to the time the Supplies were unavailable.

4.3. If the SUPPLIER fails to repair, modify or replace the Supplies within the timeframe requested by ENERGETICS, ENERGETICS may have the Supplies repaired, modified or replaced by a third party, at the SUPPLIER's expenses and risks.

4.4. The SUPPLIER undertakes to indemnify ENERGETICS and its customers from any liability for any damage arising from the breach of these warranties. SUPPLIER shall extend all warranties it receives from its suppliers to ENERGETICS and its customers when components from these suppliers are incorporated into the Supplies.

5. INSURANCE

The SUPPLIER declares that he has taken out, at his own expense, an insurance policy with a reputable and solvent insurance company to cover the financial consequences of any civil liability he may incur as a result of any damage he may cause to ENERGETICS and/or third parties in the performance of the Order. A certificate of insurance specifying the nature of the risks and the amounts covered shall be provided by the SUPPLIER at ENERGETICS's request.

6. INSPECTION - AUDIT

ENERGETICS may inspect or test the Supplies. Any defect or non-conformity detected on this occasion shall be corrected as soon as possible, in accordance with the conditions of the "Warranty" article.

ENERGETICS may carry out an audit of procedures, quality systems and certifications with the collection of samples in order to ensure that the SUPPLIER complies with regulations, standards and the state of the art. ENERGETICS and its customers will have access during opening hours to those parts of the SUPPLIER's premises where the Order will be performed. In the event of non-compliance, the SUPPLIER expressly undertakes to do everything in its power to take the necessary corrective measures at its own expense. Audits during the performance of the Order will not limit the SUPPLIER's liability.

7. TRANSFER OF TITLE AND RISK

The transfer of risk in respect of the Supplies shall take place in accordance with the Incoterms applicable to the delivery. Ownership of the Supplies shall pass on the date of their delivery.

8. TOOLS

Any means of production supplied or paid for by ENERGETICS ("Tooling") shall remain the exclusive property of ENERGETICS and shall be clearly identified as such by SUPPLIER. SUPPLIER will indemnify ENERGETICS against any claim or lien arising from ENERGETICS's ownership of the Tooling. The SUPPLIER will use the Tooling solely for the purposes of the Order and will be liable for any loss or damage caused to the Tooling in its custody. The SUPPLIER will ensure that the Tools are in good working conditions. The SUPPLIER will not move the Tooling without the prior written consent of ENERGETICS. ENERGETICS may recover the Tooling at any time without penalty.

9. CONFIDENTIALITY - INTELLECTUAL PROPERTY

9.1. The SUPPLIER undertakes (i) to keep confidential all information, whatever its purpose (technical, industrial, commercial, financial or other), nature (know-how, methods, procedures, intellectual property), form (written, oral, electronic or other), communicated or disclosed by ENERGETICS in connection with the Order (including the content of the Order) as well as any adaptations made to the SUPPLIER's Supplies at the request of ENERGETICS; (ii) not to disclose such information to any third party without the prior written consent of ENERGETICS; and (iii) to return such information promptly upon request by ENERGETICS. This obligation of confidentiality shall continue during the performance of the Order and for 5 years after its completion or termination. This does not apply to information that is in the public domain or that has been lawfully brought to the SUPPLIER's attention by a third party.

9.2. All know-how, drawings, models, prototypes, software, plans, specifications, results, processes, whether or not protected by an intellectual property right (the "IP") and relating to the Supplies shall be the property (i) of ENERGETICS when ENERGETICS sub-contracts the production of its Supplies, and as such ENERGETICS grants the SUPPLIER a free, non-transferable licence to its IP, strictly limited to the performance of the Order; or (ii) from the SUPPLIER when ENERGETICS orders the SUPPLIER's Supplies, in which case the SUPPLIER grants ENERGETICS a free, non-exclusive, transferable, irrevocable, worldwide licence to the IP attached to the Supplies, their adaptations and developments, for the duration of the rights, for the purpose of marketing the Supplies, using them and/or incorporating them into other products (directly or through subcontracting). The SUPPLIER undertakes not to communicate or market the adaptations made necessary for the specific needs of ENERGETICS to third parties.

9.3. If the IP belongs to the SUPPLIER, the SUPPLIER warrants that the Supplies, as well as any developments and adaptations that may be made to them, do not constitute an infringement of third-party IP or an act of unfair competition. In the event of IP infringement or unfair competition actions being brought against ENERGETICS, its customers and/or agents as a result of the use of the Supplies, their developments and/or adaptations, the SUPPLIER will defend any legal action or settlement at its own expense and will bear the cost of any settlement or sentence handed down against ENERGETICS, its customers and/or agents. The SUPPLIER shall, at its own expense, either (i) obtain the right to continue using the Supplies, developments and/or adaptations that are the subject of the dispute, or (ii) replace them with non-infringing or non-competitive goods, or (iii) modify the Supplies, developments and/or adaptations to remove any claim of infringement or unfair competition. Replacements and modifications must comply with the technical specifications. ENERGETICS retains the right to take control of the defence or settlement of any claim.

10. COMPLIANCE WITH LAW

10.1. **Labour law.** As the employer of the personnel assigned to the performance of the Order, the SUPPLIER will be solely responsible for paying the salaries, wages, expenses, premiums, insurance cover and any other costs associated with the employment of such personnel. The SUPPLIER undertakes to indemnify ENERGETICS and its customers against any claim or action relating to the administration of its personnel. The SUPPLIER warrants that his personnel assigned to the performance of the Order are regularly employed in accordance with the applicable laws and regulations. In particular, the SUPPLIER certifies that its personnel are registered with the competent authorities and receive proper pay slips. For Orders over €3,000, the SUPPLIER undertakes to provide ENERGETICS on the date of acceptance of the Order, and then every 6 months thereafter until its completion, with all the documentation (including in particular a trade register abstract, and a certificate issued by the URSSAF in electronic form) required, as the case may be, by Article D. 8222-5 or Article D. 8222-7 of the French Labour Code.

10.2. **Export regulations.** The SUPPLIER (i) undertakes to comply with the applicable export control regulations in France and in the countries where the Order is performed; (ii) ensures that its own suppliers or sub-contractors comply with their obligations under these regulations. The administrative procedures required to comply with this Article shall be managed by the SUPPLIER. In the event of a change in the export authorisation classification regime, the SUPPLIER shall inform ENERGETICS in writing immediately and shall propose, at its own expense, alternatives or modifications to the Supplies to enable them to comply with the export regulations, while at the same time conforming to their intended use.

10.3. **Personal data.** Each party, in its capacity as data controller, undertakes that the personal data (the "Data") of its employees involved in the fulfilment of the Orders may be processed for the purposes of contract and customer relationship management. This Data is transmitted to the relevant departments and, where necessary, to companies and organisations that provide services on behalf of the parties. The Data may be kept for the duration of the business relationship plus the duration of guarantees and legal requirements. Data subjects have the right to access, rectify, limit, oppose and delete their Data. To exercise these rights vis-à-vis ENERGETICS, they should send their requests to dpo@etienne-energetics.com.

11. TERMINATION

11.1. ENERGETICS reserves the right to terminate the Order at any time for discontinuance of its activities. In such a case, ENERGETICS's liability shall be limited to the payment of (i) the Supplies accepted by ENERGETICS on the date of termination and (ii) the direct costs of services in progress, provided that SUPPLIER (i) has exercised due diligence in mitigating its costs and (ii) the request for payment of such costs has been submitted to ENERGETICS within 20 working days of the date of notification of the cancellation of the Order, and (iii) such costs are duly supported by invoices or any other applicable document.

11.2 In the event of misconduct by the SUPPLIER under the Order, ENERGETICS reserves the right to terminate the Order ipso jure (without prior court approval) upon written notice to the SUPPLIER with immediate effect, without prejudice to any other legal or contractual remedy and without payment of any compensation.

12. ETHICS AND CONFORMITY

12.1. The SUPPLIER will take all steps to ensure that its employees, agents and subcontractors respect human rights as defined by national, Community and international law, particularly in relation to forced labour, child labour and discrimination in employment.

12.2. The SUPPLIER undertakes to inform ENERGETICS immediately of any conflict of interest or of any event that may result from the receipt of an undue advantage, of whatever nature.

12.3. If the SUPPLIER fails to fulfil its obligations under this Article, ENERGETICS reserves the right to terminate the Order without prejudice to any compensation that ENERGETICS may claim.

13. GENERAL

The SUPPLIER may not assign and/or transfer to any person or entity all or part of its rights or obligations under the Order without the prior written consent of ENERGETICS. The invalidity of any provision of the Order and/or the GTC, in whole or in part, shall not render them invalid. ENERGETICS's failure to enforce any provision of the GTC, or to request that the SUPPLIER enforce such provision, shall not be deemed to constitute a waiver of such provision by ENERGETICS.

14. APPLICABLE LAW & DISPUTE

THE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS WITH THE LAWS OF FRANCE EXCLUDING APPLICABLE RULES ON CONFLICTS OF LAW. APPLICATION OF THE CISG SIGNED IN VIENNA ON APRIL 11TH, 1980 IS HEREBY EXPRESSLY EXCLUDED. ANY AND ALL DISPUTES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE ORDER SHALL BE EXCLUSIVELY SETTLED, IN THE ABSENCE OF AMICABLE SETTLEMENT, BY THE JURISDICTION OF THE RELEVANT COURT OF TOULOUSE, FRANCE, NOTWITHSTANDING PLURALITY OF DEFENDANTS AND/OR CALL IN GUARANTEE, EVEN IN CASE OF SUMMARY PROCEDURE.