

TERMS AND CONDITIONS OF PURCHASE

Applicable from 19 January 2024

Between the subsidiary companies (as per the terms of article L. 233-3 of the French Commercial Code) of the AeroNet Holding group, a limited liability company (SARL) with a share capital of €2,166,100, whose registered head office is located at Parc d'activités de Goperen, 22110 Glomel, France and which is registered on the Saint-Brieuc Trade and Companies Register under number 538 769 704, hereafter known as the "Company", and the purchaser, hereafter known as the "Supplier", it has been agreed as follows:

1 - APPLICATION OF THE TERMS AND CONDITIONS OF PURCHASE:

Unless indicated otherwise in the specific terms and conditions of the orders, purchase orders for goods and/or services submitted by the Company are subject to these terms and conditions of purchase and the Company's quality requirements, contained in the latest applicable version of the EQF (supplier quality requirements) document.

In any event, as per article 441-6 of the French Commercial Code, the Supplier's terms and conditions of sale must be made available to the Company.

2 - ACCEPTANCE OF ORDERS:

An order shall be deemed to be accepted by the Supplier on completion of the first of the following three (3) events:

- No formal acknowledgement of receipt received by the Company within five (5) working days.
- Acknowledgement of receipt for the Order, signed by the Supplier without modification, received by the Company.
- Fulfilment of the Purchase Order initiated by the Supplier without any written reservations regarding the contractual documents within the above-mentioned period.

Any reservation expressed by the Supplier regarding the order or these terms and conditions of purchase shall only be valid if it is formally accepted by the Company via an amendment to the order placed.

3 - DELIVERY AND DELAYS:

Orders stipulate a delivery date for goods and/or services; by default, this is the date expected by the Company. In case of any discrepancy between the delivery date indicated by the Supplier on the acknowledgement of receipt and the date requested by the Company, the delivery date retained shall be the date indicated on the acknowledgement of receipt sent by the Supplier, once accepted in writing in any form by the Company. Unless indicated otherwise in the specific terms and conditions of the order, goods shall be delivered at the expense and risk of the Supplier, as per the Incoterm 2020 defined in the order.

The Supplier undertakes to notify the Company of any delay in delivery. In such cases, the Company and the Supplier shall agree on a new delivery date. In the event of a delay, the Supplier may be required to ship goods via an express carrier, at its expense.

Nonetheless, the Company reserves the right to apply a non-discharging late delivery penalty for delays compared with initially agreed delivery date. This shall be 1% of the order value per day for delays of up to ten (10) working days, then 3% of the order value per day for subsequent delays, subject to an upper limit of 25% of the order value.

Furthermore, the Company reserves the right to request compensation for any harm or losses suffered due to the late delivery of Goods or to no delivery having been made, and/or to cancel the order without incurring any liability whatsoever.

These penalties do not constitute discharge and shall not be considered as a definitive, lump-sum compensation for the losses sustained by the Company. The Company must notify the Supplier in writing of the amount of the late penalty. The Supplier accepts that the Company may, after a period of fifteen (15) days starting on the date of this notification, deduct this penalty from the amount owed to the Supplier. Where the amount owed to the Supplier is less than the amount of the penalty, the Supplier shall pay the difference within the same period as agreed by the Parties for the settlement of invoices.

No early delivery of more than ten (10) working days shall be accepted without the prior agreement of the Company. The Company reserves the right to refuse any delivery of excess Goods compared with the order. All expenses and risks for returns shall be borne by the Supplier.

The Supplier must obtain prior written approval from the Company for any partial delivery.

Any delivery of Goods must be accompanied by a delivery note affixed to the outside of the package, with a copy of said note on the inside of the package, featuring the following information:

- Delivery note identification number
- Order number
- Product code
- Product name as stated on the Order
- Declaration of conformity, where necessary
- Quantity delivered and, where applicable, the serial number and the individual number of the Products/Parts
- If appropriate, the number of packages
- The purchasing unit
- Where appropriate, a customs document and a transport document conforming to the relevant regulation, along with any other document required for customs clearance operations related to imports

The Company reserves the right to refuse and send back, or hold on behalf of the Supplier, at its expenses and risk, any Goods that were not ordered or featuring changes that have not been approved by the Company.

The packaging must comply with the contractual documents, as well as applicable regulations and standards. If necessary, it must include instructions and feature appropriate protection in order to avoid any damage to the Product during transport and/or storage.

Any Goods damaged during delivery shall be returned to the Supplier, and any costs for transport, repairs, installation and potentially tests will be borne by the Supplier.

4 - INSPECTION AND WARRANTY:

The Supplier guarantees that the Goods comply with the requirements of the order, with industry practices and applicable laws in France and in the country of sale. They shall be exempt of any material, design or production defect.

The Supplier undertakes to implement a quality system to inspect all Goods before they are delivered to the Company, both on its behalf and on behalf of the Company.

However, the Company reserves the right to conduct inspections of the Goods over a period of two (2) months from the delivery date.

Should any non-compliance be identified, the Company shall submit a claim to the Supplier, and it alone will decide to:

- Accept the Goods as is, in return for a mutually-agreed price discount;
- Return the non-compliant Goods to the Supplier at its expense and risks (in which case, the Supplier undertakes to replace, at its own expense, the non-compliant Goods within a maximum period of 15 working days);
- Undertake repairs or alterations non-compliant Goods, either itself or by a third party chosen by the Company (in this case, the costs of repair shall be fully covered by the Supplier);
- Accept the non-compliant Goods as is, with a discount on the price of the product. Furthermore, the Supplier shall immediately implement any necessary corrective and preventive actions in order to secure the current and future production of goods and shall submit a 8D-type audit report to the Company.

The Company equally reserves the right to cancel the order and/or demand compensation from the Supplier for the harm/losses suffered as a result of these non-compliances.

This contractual warranty is without prejudice to the implementation of statutory guarantees regarding latent/hidden defects.

The non-compliant Goods refused by the Company shall be deemed not delivered and will give rise to application of the penalties provided for in the article "Delivery and Delays" above, without prejudice to the Company's option to claim damages due to the non-compliance and/or to cancel the Order.

5 - AMENDMENTS:

The Supplier may only make any technical modifications to the Goods if it has obtained the prior agreement of the Company in the form of an amendment.

The Supplier undertakes to accept and apply, without delay, any technical change to the Goods ordered. No financial compensation will be provided by the Company unless indicated otherwise in the specific terms and conditions of the order.

6 - DOCUMENTATION:

The Supplier undertakes to provide the Company with the technical documentation required to use and maintain the Goods correctly and required by applicable legislation, especially the safety data sheet associated with the

Goods. This documentation, which must be written in French or English, is deemed to be included in the price of the Goods.

7 - PRICES:

Unless indicated otherwise in the specific terms and conditions of the order, all prices are fixed and non-revisable, expressed in Euros or in the currency specified in the order. They include all expenses, notably but not exclusively packaging, delivery, Product documentation and inspection costs.

Where the specific terms and conditions of the order allow for prices to be revised, prices shall be revised before delivery of the Goods, subsequent to agreement from the Company.

8 - INVOICING AND PAYMENT:

All invoices shall be sent by email as soon as possible.

Invoices must be established by the Supplier in accordance with the applicable regulations and shall include, in addition to the legal notices, the following elements:

- Reference number of the Order as indicated on said Order (a single Order Number per invoice);
- Detailed description of the Product as stated on the Order;
- Bank details of the account to which payment is to be made;
- Contact details (name, telephone and e-mail) of the person to be contacted in the event of a claim relating to the invoice;
- Date and number of the delivery note or the acceptance report or the report of work or any other chargeable event as provided for in the Order.

Unless otherwise agreed, payment shall be made within sixty (60) days of the date on which the invoice is issued by the Supplier, by bank transfer.

9 - INTELLECTUAL PROPERTY:

When the Company finances Product Development fully or partially, the Company acquires full and entire ownership of the intellectual property rights generated by the development of these Products, notably but not exclusively the packages, plans, technical notes, drawings, models, prototypes and specific tooling. These intellectual property rights may be used exclusively by the Supplier for the manufacturing and/or inspection of Goods delivered to the Company.

The Supplier declares that it holds all the intellectual property rights related to the Goods provided or that it has obtained the necessary authorisation(s) from the third party holding these rights so that the Company may use them freely, or transfer the Goods.

The Supplier therefore protects the Company against any claim or legal action taken by a third party due to a breach of its intellectual property rights. It shall compensate the Company for the consequences of any such claim or action. This guarantee does not apply if the Supplier is able to prove that the alleged counterfeit is attributable to the Company.

If there is a risk of a claim or legal action being taken, the Supplier undertakes to take all necessary steps to eliminate the risk of counterfeit by notifying the Company and taking into account the business constraints of the latter.

10 - CONFIDENTIALITY:

The Supplier is prohibited from publishing, communicating or disclosing information about the Company to any third party and for any reason whatsoever, particularly financial, commercial, technical or other information of which the Supplier is aware prior to or during performance of the contract. This is the case whether it is communicated or obtained directly or indirectly in writing, orally or by any other means and regardless of the format involved.

The Supplier undertakes to:

- Avoid using Company information for any other purpose than to fulfil the order;
- Keep confidential the existence and contents of contractual documents;
- Avoid advertising or promotion based on its commercial or contractual relations with the Company without its prior written agreement;
- Ensure the confidentiality obligations incumbent upon it under this "CONFIDENTIALITY" article are honoured by its staff and all other persons authorised by the Company to access Confidential Information.

If the Supplier is legally obliged to disclose Confidential Information about the Company to comply with a law, a legal or administrative decision, it is required to inform the Company immediately and ask the persons or entities involved to treat the Information as confidential.

If the Order is cancelled, regardless of the reason, or it expires, the Supplier undertakes to return the information communicated as soon as requested by the Company or to provide a certificate confirming that the information has been destroyed.

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Unless otherwise indicated in the Order, the confidentiality obligations stipulated in this article shall remain applicable during the full period of performance of the Order and for ten (10) years subsequent to the end of the warranty period of the Goods provided. However, as regards Results protected by intellectual property rights, the confidentiality obligations shall remain applicable during the full period of performance of the Order and throughout the legal protection period related to intellectual property rights.

11 - TOOLING:

Tooling manufactured by the Supplier on behalf of the Company, where the cost has been paid partly or fully by the Company, directly or indirectly, as part of the price indicated in the Order, as well as any tooling provided by the Company, may only be used exclusively in the production or inspection of Goods delivered to the Company.

Upkeep and maintenance of tools shall be provided by the Supplier at its own expense and risks. The Supplier undertakes to take out all the relevant and necessary insurance cover.

Tooling is and shall remain the property of the Company. The Supplier must apply permanent marking to the tools indicating the Company's ownership. The Supplier undertakes to return the tooling in good condition as soon as requested by the Company. The Supplier is prohibited from using the tooling as security or collateral, or from taking any actions to transfer, even temporarily, ownership of the tooling. If the Supplier is subject to an inventory conducted as part of a insolvency proceedings, it undertakes to inform the third party carrying out the inventory about ownership of the tooling.

12 - LIABILITY:

The Supplier is liable for any damage or loss sustained by the Company or any third party as a result of non-performance or defective performance of the Order. As a result, the Supplier shall be required to compensate the Company for any harm suffered, including the cost of repairs and/or replacement resulting from damages or loss caused to the Property held by the Supplier. Any involvement of the Company in assisting with producing Goods or in conducting inspections shall in no way limit the liability of the Supplier with respect to the Company.

The Supplier is liable for proper performance of the obligations arising from the order and shall be liable for all costs, losses, and any other compensation that may be caused by defective or partial performance of the order, notably but not exclusively expenses incurred by the Company due to non-compliance of the Goods or late delivery.

The Supplier undertakes to take out all the insurance necessary to cover its business activities.

In particular, the Supplier must have public liability and professional indemnity insurance that covers, throughout the duration of the Order, the following elements:

- Its business activities in general;
- Its activities in workplaces related to assignments or work carried out on behalf of the Company;
- Damages of any kind caused to third parties, including damages resulting from security breaches of IT systems and/or Confidential Information;
- Damages caused by Supplier employees or representatives working on Company premises;
- Damages caused to any Company property held by the Supplier as soon as it is provided and for as long as it remains in its possession.

The Supplier must provide the Company, on request, with proof of the validity of the insurance policies it has taken out in the form of certificates issued by its insurers, including the type and amount of the cover granted. The Supplier must also provide, for as long as its contractual obligations remain applicable, annual renewal certificates of insurance cover until it expires. If the cover is insufficient, the Company may demand that the Supplier takes out additional insurance coverage.

It is worth specifying that the limits and deductibles stated in insurance policies taken out by the Supplier do not apply to the Company. Insurance certificates provided by the Supplier and the content of the insurance policies taken out shall under no circumstances limit the liability of the Supplier.

13 - CANCELLATION OR REDUCTION OF AN ORDER:

In the event of failure by the Supplier to fulfil one of its obligations, the Company reserves the right, after formal notification has gone unanswered for a period of thirty (30) days, to terminate all or any part of the order with immediate effect

for Supplier fault, and claim financial compensation for any harm or losses suffered due to failures of the Supplier to fulfil one of its obligations. The Supplier shall then make all reasonable efforts to mitigate the costs of such cancellation. The Company undertakes to pay for Goods ready to be delivered or in production, subject to a commercial agreement being reached between the parties.

If the Company cancels all or part of the Contract due to non-performance, all payments already made for the portion of Goods not delivered shall be reimbursed immediately to the Company. The right of cancellation for non-performance shall in no way prevent the cancelling party from claiming damages.

14 - PROTECTION OF PERSONAL DATA:

As regards the processing of personal data, the Supplier guarantees that it will process data in accordance with the applicable legal provisions.

As regards personal data gathered and processed by the Company, this information is subject to computer processing intended to facilitate the management of the commercial relationship. Specifically, this information includes the business contact details of the representatives of our Company and the Supplier (name and position, business telephone number and e-mail address). It is gathered and processed exclusively for the purposes of being used in the commercial relationship. Data will be retained for the duration of the business relationship between the parties and for ten (10) years after it has ended, regardless of the reason. In accordance with the French Data Protection Act no. 78-17 of 6 January 1978 (amended) and EU Regulation 2016/679 on the protection of individuals with regard to the processing of personal data, data subjects have a right to object to the processing of personal information for a legitimate reason, a right of access, a right of rectification, a right of erasure ("right to be forgotten"), a right to limitation of processing and a right to data portability. Any natural person (data subject) that wishes to exercise these rights and obtain communication of the information held must contact the address info@aero-net.com. In the event of a breach of any of the above provisions, the parties will have the right to submit a claim to the appropriate local data protection authority (in France, this is the CNIL).

15 - APPLICABLE LAW, MEDIATION AND JURISDICTION:

Any dispute regarding the performance or interpretation of the order shall fall within the jurisdiction of the Commercial Court of the establishment to which delivery is made and whose address is specified on the order, notwithstanding multiple defendants or the introduction of third parties.

The applicable law shall be French law. Application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. However, the Parties may mutually agree, before any referral to the court, to submit the dispute to mediation.

Prior to taking any legal action, the Supplier may refer the dispute to the Company's internal Ombudsman.

These terms and conditions of purchase were written originally in French. In the event that they are translated into any other language(s), the French language version shall prevail in any disputes.

16 - MONITORING BY THE AUTHORITIES:

All orders may be monitored by civil or military authorities as part of their oversight and surveillance duties. Any technical information regarding ongoing orders must be provided and access to any areas required for their monitoring activities must be granted. Please refer to section 3.2 of the EQF (supplier quality requirements) document.

17 - ETHICS:

The Supplier declares that:

- It complies at least with the rules established by the ILO conventions relating to labour law. To this end, the Supplier undertakes to not use forced labour, in any form whatsoever, to implement the measures necessary for the special protection of young workers, to provide its employees with fair compensation, apply and ensure application of reasonable working hours, apply and ensure application of the principle of non-discrimination for individuals, to guarantee freedom of association and the right to collective bargaining for its staff.
- It has not infringed any anti-corruption laws or regulations.
- It has not been subject to any civil or criminal sanctions in France or abroad for infringement of anti-corruption laws or regulations and that no investigation or proceedings liable to lead to such sanctions have been brought against it.
- To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions in France or abroad for infringement of

anti-corruption laws or regulations and that no investigation or proceedings liable to lead to such sanctions have been brought against such persons.

The Supplier undertakes to become familiar with provisions for combating fraud and corruption, to comply with them and ensure they are complied with by any Sub-contractors it may have.

When the Supplier uses the services of sub-contractors, it undertakes to ensure these obligations are complied with by its sub-contractors.

18 - SUPPLIER STAFF:

The Supplier is exclusively responsible for the administrative, accounting and social management, as well as supervision, of members of staff involved in performance of the Order.

The Supplier retains hierarchical and disciplinary authority over its members of staff, even when they are at a Company site. However, it is specified that any Supplier member of staff working on a Company site may be excluded immediately from said site if the member of staff is found to have breached applicable rules as regards safety or confidentiality at the site and/or is found to have behaved inappropriately.

The Supplier is solely responsible for defining the profiles and selecting members of staff assigned to performing the Order. It guarantees that during throughout the duration of performance of the Order, its member of staff shall be competent, qualified and sufficient in number to ensure that the Goods comply with the contractual documents.

19 - AUDIT

Subject to providing the Supplier with written notice seven (7) calendar days in advance, the Company or its representative has the right to conduct audits at the facilities of the Supplier, its Sub-contractors or at any other site, before and/or during performance of the Contract.

The purpose of these audits is to assess Supplier compliance with all its obligations, be they contractual, regulatory, normative or related to professional best practices, as part of the Contract or supply of the Goods. Information gathered during these audits may not be used for any purposes other than those of the audit itself and its outcomes.

Audits conducted by the Company shall under no circumstances absolve the Supplier from its contractual liability, especially as regards the scope of its own controls and inspections, and shall not prevent the Company from refusing all or part of the Goods at delivery. The Supplier shall provide any assistance necessary to the Company in carrying out these audits.