Constructions Mécaniques de Normandie (CMN)
GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

Revised on 04/10/2024

1. Preamble

These General Terms and Conditions of Purchase (**GTCP**) shall apply to all purchases performed by Constructions Mécaniques de Normandie, RCS Paris, B 562 110 965, hereinafter: « **The PURCHASER** » and the order holder, hereinafter « **The SUPPLIER** ».

2. Definitions

« **Order Form** » or « **Purchase Order** » : the electronic or hard-copy document by which the PURCHASER places an order for the Supply with the Supplier
Any Purchase order shall contain :
- description of the Supply
- price (s) of the Supply;
- place(s) of performance or place(s) of delivery of the Supply;
- deadlines and delivery date or execution date ;
- the identification elements specific to the PURCHASER ;
- a copy of the GTCP.

« **Compliance**» or « **Compliant** » : the compliance of the Supply is assessed with regard to:
- specifications provided and/or approved by the PURCHASER and/or standard characteristics of the SUPPLIER ;
- rules of art ; and
- legal provisions.

« **Contract** » : the Purchase order, these GTCP and any other document expressly considered contractual by the Parties.
« **Personal Data** » : any information relating to an identified or identifiable natural person (hereinafter referred to as "Data Subject(s)"), within the meaning of Regulation (EU) 2016/679.
« **Supplier** » : the legal or natural person selected by the PURCHASER to execute the Purchase Order.

« **Supply** » products and or/services as specified in the Purchase order.

« **Party » or « Parties »** » reffered to the PURCHASER and/or the Supplier.

« **Site** » : the place(s) where the Supply shall be delivered and/or the service shall be performed.

« **Subcontractor** »: any subcontractor used by the SUPPLIER for the performance or delivery of part of or all the Supply.

3. Content and conclusion of contract

3.1 The GTCP apply except when specific conditions expressly provide otherwise on the Purchase order. Acceptance of the Purchase order implies express acceptance of the GTCP. The Parties have jointly and expressly agreed to exclude the general terms and conditions of sale of the SUPPLIER and the application of the provisions of Article 1119 paragraph 2 of the French Civil Code, to apply the GTCP. Unless otherwise provided, the Purchase Order shall enter into force on its issuance date. These GTCP cancel and replace all other general conditions previously published by the PURCHASER. The SUPPLIER declares that it is a professional, has had the opportunity to negotiate the terms and conditions of this Contract and has sufficient information allowing it to enter into this Contract. The contractual relationship between the PURCHASER and the SUPPLIER is exclusively governed by the following contractual documents, presented in hierarchical order of decreasing legal value: (i) the Purchase order, (ii) these GTCP, and (iii) any other contractual document. In the event of a contradiction between one or more stipulations appearing in any of the documents listed above, the higher-ranking document prevails.

3.2 The Purchase Order is formalized by a written commitment on an Order Form signed by aperson authorized by the PURCHASER. The prices are firm, non-revisable and are established according to the rules and procedures of the Incoterm "DDP" (Incoterms 2010 CCI Paris) insurance included. the PURCHASER reserves the right to modify or cancel his Purchase order depending on the progress of the contractual operations.

3.3 The simple fact of accepting, designing, manufacturing, invoicing or delivering all or part of the Purchase Order constitutes acceptance of these GTCP by the SUPPLIER.

3.4 The SUPPLIER will send an order acknowledgment within eight (8) calendar days from the date of receipt of the Purchase order. In the absence of written dispute on the terms of the Purchase order, it will be deemed accepted. In the absence of acknowledgment of receipt of the Purchase order and without dispute from the SUPPLIER within eight (8) calendar days, the SUPPLIER will be deemed to have accepted the terms and conditions of the Purchase order.

4. Assignement- Subcontracting

4.1

The SUPPLIER is not authorized to subcontract or have subcontracted all or part of the Purchase order without the express agreement of the PURCHASER.

Any request shall be made in writing, specifying the nature of the work to be subcontracted and the qualification of the Subcontractor presented. The Subcontractor shall be approved by the PURCHASER.
In the event that the SUPPLIER does not comply with the legal obligations in terms of subcontracting, the PURCHASER is entitled to immediately suspend any payment to the benefit of the SUPPLIER as long as the latter has not fulfilled the said legal obligations, all without prejudice the PURCHASER's right to terminate the Purchase order under the conditions set out below.

Notwithstanding the approval of the PURCHASER, the SUPPLIER remains solely responsible for the proper execution of the entire Purchase Order by him or his Subcontractors. In addition, the SUPPLIER guarantees the PURCHASER against any claim by its Subcontractors or their employees.

4.2 The SUPPLIER is not entitled to assign the Contract to third parties, even in part, without the PURCHASER's prior written consent. In the event of a change of direction or control, the SUPPLIER shall immediately inform the PURCHASER. In the event of assignment by the SUPPLIER to third parties, all of the PURCHASER's rights resulting from the Purchase Order, including the right to claim damages, shall be enforceable against them. The SUPPLIER remains, together with the third-party assignee, jointly and severally liable to the PURCHASER for the complete execution of the Purchase Order.

5. Delivery, Ownership and risks

5.1 The Supply is deemed delivered when it is made available to the PURCHASER on the Cherbourg site or any place specifically indicated on the Purchase Order, during working days and during the usual working hours of the Site.

5.2 Ownership relating to the Supply is transferred upon delivery to the Site subject to its Compliance. Any non-compliant Purchase order will be made available to the SUPPLIER on the Site, at the risk and expense of the SUPPLIER. The risks relating to the Supply are transferred in accordance with the Incoterms of the Order.

5.3 The SUPPLIER retention of title clauses shall only be valid if expressly accepted by the PURCHASER. The SUPPLIER agrees that no retention of title clause is stipulated by its own suppliers or Subcontractors.

6. Delivery Date - End of works

6.1 The delivery date shall be indicated in the Purchase Order. If tests are provided for in the Purchase Order, acceptance by the PURCHASER will only take place after they have given full satisfaction to the PURCHASER.

6.2 In case of late delivery outside of the Force majeure, as defined in Article 22, delay damages shall be applied by the PURCHASER to the SUPPLIER as follows : 1% of the total amount of the Purchase Order per calendar late delivery day with a maximum of 10% of the total value of the Purchase Order.

The PURCHASER will be able to deduct them from the final amount of the SUPPLIER's invoice. The SUPPLIER shall minimize the importance and the consequences of its delay as much as possible.

6.3 Advance deliveries can only be made after the prior written consent of the PURCHASER. The PURCHASER reserves the right to refuse all or part of a Purchase Order that has arrived before the « earliest » delivery date.

7. Packaging - Transport

7.1 The SUPPLIER is responsible for the packaging, which shall be appropriate for the means of transport used and the equipment transported in accordance with the standards in force and the rules of the art. Damage caused by defective, insufficient or unsuitable packaging is entirely the responsibility of the SUPPLIER. Packaging that is consigned and returned to the SUPPLIER is reshipped postage due under its responsibility.

7.2 Every package has a shipping order with the order number and for each item the material description and the line number. There shall only be one shipping order per purchase order.

8. Compliance-Quality

8.1 To be accepted, the Supply shall be Compliant and suitable for the use for which it is intended. The Supply is delivered in a complete state of completion with all the indications necessary to be used correctly. The Supply that does not meet these requirements will be deemed non-Compliant. The Compliant Supply will be subject to an acceptance/receipt procedure and a receipt slip signed by the PURCHASER. The PURCHASER reserves the right to refuse all or part of the Non-Compliant Supply and/or to require the SUPPLIER to replace or repair the products, to have the Purchase Order executed by a third party of its choice or to retain the Supply for price reduction. In all cases, all costs and risks resulting from non-compliance will be borne by the SUPPLIER.

8.2 The PURCHASER reserves the right to exercise or have exercised by any organization of its choice the monitoring of the progress and the control of the execution of the Purchase Order in the workshops of the SUPPLIER or in those of its Subcontractors. The observations made by the PURCHASER or its representative in no way reduce the responsibility of the SUPPLIER who, in any case, remains full and whole, in particular with regard to the obligation to deliver the Supply in accordance with the Purchase Order. In order to comply with the quality procedures put in place by the PURCHASER, the SUPPLIER undertakes to submit to any assessment and to send the PURCHASER a certificate of conformity of the Supply before each shipment

9. Modifications

The SUPPLIER shall accept and execute without delay any legitimate modification requested by the PURCHASER regarding the Supply (nature, quantity, delivery time, place of delivery). These modifications shall be subjected to an adjustment price and deadlines of the order, provided these adjustments were firstly and duly justified by the SUPPLIER and accepted in writing by the PURCHASER. The SUPPLIER shall not make any modification without the PURCHASER's written agreement.

10. Provision of equipment

10.1 The ownership of tooling produced or acquired by the SUPPLIER for the order shall be transferred to the PURCHASER on such production or acquisition. The SUPPLIER shall restitute this tooling to the PURCHASER on its request and shall not use this tooling for another purpose than the order without its prior approval.

10.2 When the PURCHASER freely delivers goods to the SUPPLIER for the order, those goods remain the PURCHASER's property but the SUPPLIER shall keep them in good working condition until the execution of the Purchase Order and their restitution.

11. Invoicing and payment

11.1 In addition to the mandatory information provided for in Article L. 441-9 of the French Commercial Code, invoices must also mention the Purchase Order number. Invoices will be sent in electronic format directly to the BUYER's invoicing department by email to the following address:

factures_fournisseurs@cmn-cherbourg.com

51, rue de la Bretonnière BP 539
50105 CHERBOURG Cedex
Tél: +33 (0)2.33.88.30.83
Fax : +33 (0)2.33.20.19.76
TVA : FR 562 110 965
http://www.cmn-group.com/

Constructions Mécaniques de Normandie
S.A. au capital de 20 000 000 euros
Siège social : 19 Av. F. Roosevelt
750008 Paris

SIRET 56211096500034 APE 3011Z
562110965 RCS PARIS

Payments shall be made by bank transfer at forty-five (45) days end of month, from the issuance date of invoice. Any invoice shall refer to only one order and mention the purchase order number and the line number of each item. The PURCHASER declines the invoicing of delivered and unordered goods.

11.2 Any late payment from the PURCHASER shall give rise to the payment of interest calculated in accordance with the applicable legislation.

In the event of non-compliance with the formalities imposed by the legislation, the PURCHASER will be entitled to bring the invoice into dispute until the SUPPLIER regularizes it. The SUPPLIER will be solely responsible in the event of a breach and will hold the PURCHASER harmless from any administrative fine that may be issued to it in this context.

12. Warranty

12.1 The warranty consists in particular of the adjustment, rectification, repair and/or free replacement of all or part of the defective Supply, any part, sub-set or set of parts, whatever the place where they are located, which would be the subject of non-compliance, a defect in design, material, manufacturing or production. The SUPPLIER must carry out a diagnosis and propose an action plan, within five (5) calendar days from receipt of the warranty claim. The warranty is necessarily extended to the costs of inspection, expert work, labor, travel time, travel and stay, supply of parts, sub-sets or sets of replacement parts, supply of consumables, assembly and disassembly to access the defective part(s), transport (insurance included) and packaging, transit and customs fees, for shipping replacement parts , reshipment of any defective part whose return is requested by the SUPPLIER for expertise, modifications and associated qualification, and in general any additional costs necessary for the proper execution of the warranty, incurred for this occasion. During the warranty period, the SUPPLIER modifies or replaces, as soon as possible or at the latest within the agreed deadlines, all the elements of the Supply that are non-Compliant, defective or not suitable for the expected results. Failing this, the PURCHASER may, seven (7) calendar days after formal notice remained without effect on the execution of the warranty, carry out itself or have carried out by any third party, at the expense, risk and peril of the SUPPLIER, any modification (including repair) or any replacement necessary to remedy the failure of the SUPPLIER.

The SUPPLIER also guarantees the Supply against latent defects.
The SUPPLIER guarantees that the Supply delivered or installed comply with the Purchase Order and is not subject to any intellectual property claims (patents, trademarks, models, etc.). A warranty certificate and/ or compliance certificate shall be sent with the Supply when mentioned in the Purchase Order by the PURCHASER. The SUPPLIER shall be held fully liable for any damages towards the PURCHASER for defective Supply without limitation, except where such defect is attributable to the PURCHASER for improper use of goods, non compliance with the SUPPLIER's instructions or lack of maintenance or storage. The SUPPLIER commits to indemnify the PURCHASER for any damage incurred by the SUPPLIER, in particular for delivery decline or counterfeiting established or alleged by a third party for any patent or trademark, without limitation of liability for the SUPPLIER.

12.2 The warranty is granted for twelve (12) months from the acceptance of Supply and shall be renewed for the same duration after each modification, adjustment, rectification, repair and/or replacement made during its period.

13. Intellectual Property

The PURCHASER shall remain the only owner of any information, drawings, design, and other technical information which may have been disclosed by the PURCHASER to the SUPPLIER for the Purchase order or the offer, and generally of the know-how or intellectual property arising from the execution of the order or disclosed to the SUPPLIER in all ways. These information shall be kept confidential by the SUPPLIER until the PURCHASER decides otherwise. The SUPPLIER commits to only use these information for the order process and to restitute them on simple request. Any breach of these obligations will trigger the liability of the SUPPLIER.

14. Liability – Insurance

The SUPPLIER certifies, for itself, its Subcontractors and its own suppliers if applicable, that he has taken out the insurance necessary for the performance and undertakes to keep them up to date for the duration of the performance of the Purchase order. The SUPPLIER shall indemnify the PURCHASER for any loss or direct, material, immaterial, consequential and non-consequential damage caused to itself or to third parties during or after the performance of the Purchase Order and for any death or personal injury arising from the SUPPLIER's act or omission or its Subcontractors, servants or agents during or after the performance of the Purchase Order. At the PURCHASER's request, the SUPPLIER shall have to justify a valid certificate of liability insurance.

15. Claims

Any claim arising from the PURCHASER shall be made by registered letter with acknowledgment of receipt or by email within a reasonable delay after the signature of the delivery note of the Supply. The payment of the Supply shall be therefore suspended.

16. Environmental requirements

The Supply shall respect the specification prescribed by the applicable regulation, in particular regarding the environmental and health protection.

17. Acces to the Site

17.1 The SUPPLIER at its own costs shall have to take any necessary administrative authorizations for the activity of its own personal working on the PURCHASER's Site. The personnel of the SUPPLIER shall accept any identity checks and other verifications that can be performed by the SELLER's security agents its representatives or by the State agents. The SUPPLIER's personnel shall be subjected to internal regulations on Site.

17.2 The SUPPLIER retains control and authority over all its employees, including when they work on the PURCHASER's Site.

17.3 In the event of non-compliance with an obligation stated above, the PURCHASER (i) may take or cause to be taken immediately and without formality, at the expense of the SUPPLIER, any measures which prove to be appropriate, if he considers that these measures have not been taken or implemented quickly enough by the SUPPLIER and (ii) reserves the right to refuse access or maintenance on the Site to the SUPPLIER and/or its possible Subcontractors and suppliers. All the consequences of non-compliance with one of these obligations, including the implementation of the measures taken by the PURCHASER in the event of failure or negligence of the SUPPLIER, the refusal of access or maintenance on the Site will be at the sole responsibility of the SUPPLIER.

18. Mandatory documents

In accordance with the French Labor Code and the French Social Security Code, the SUPPLIER undertakes to provide the PURCHASER with the documents required in accordance with the appendix to these GTCP. These documents must be sent to the PURCHASER every 6 months from the entry into force of the Purchase Order. Failing this, the PURCHASER may apply penalties of around €100 per calendar day of delay, 30 calendar days after sending a formal notice to regularize the non-compliant situation. If the non-compliance persists, the PURCHASER may legitimately consider that the SUPPLIER has not complied with its legal obligations and will be entitled to terminate the Contract without notice, at the SUPPLIER's expense.

19. Duty of information

The SUPPLIER undertakes to find out about the usual (particularly technical) conditions for the performance or delivery of the Supply and to inform, advise and warn the PURCHASER, regardless of the skills or knowledge of the PURCHASER.
Before executing or delivering the Supply, the SUPPLIER shall carefully examine the information provided by the PURCHASER and is also required to ask the PURCHASER for any documents and information that it lacks. The Supplier shall immediately notify the PURCHASER in writing, under penalty of not being able to rely on it later, of any anomalies, omissions, contradictions, incompatibilities between the information provided by the PURCHASER and the rules of the art. If the SUPPLIER fails to comply with the above provisions, all the consequences of error or insufficiency in the information provided by the PURCHASER will be borne by the SUPPLIER.

20. Confidentiality

All information received from the PURCHASER by the SUPPLIER for the purposes of executing the Purchase Order or to which the SUPPLIER may have access due to its presence at the PURCHASER must be considered strictly confidential, without it being necessary for the PURCHASER to have to specify or mark its confidentiality (the "**Confidential Information**").
Confidential information remains the property of the PURCHASER, subject to the rights of third parties. The disclosure of Confidential Information by the PURCHASER shall under no circumstances be interpreted as conferring on the SUPPLIER, expressly or implicitly, any right (under a license or by any other means) over this Confidential Information.

The SUPPLIER undertakes to respect, and to ensure that the members of its staff and any Subcontractors respect, this obligation of confidentiality throughout the duration of the Purchase order and for five (5) years following its expiration. The SUPPLIER will return to the PURCHASER, at the expiry of the Purchase order for whatever reason, the information provided by the PURCHASER and the data acquired by the SUPPLIER, as well as all the copies made that it may hold within the framework of execution of the Purchase Order, or will destroy, at the PURCHASER's written request, the confidential information and data.

21. Suspension - Termination

21.1 The PURCHASER reserves the right to cancel or suspend all or part of the execution of the Purchase order at any time. In this case, an agreement on the compensation due to the SUPPLIER shall be made, it being understood that this compensation will be limited to the additional expenses paid directly by this suspension, reinforced with justification, without being able to exceed 5% of the price of the Purchase Order.

21.2 In case of force majeure or facts arising from the PURCHASER's customers and compelling the PURCHASER to terminate the Purchaser Order, the indemnity shall be equal to the amounts specifically committed by the SUPPLIER for this Purchase order and after deduction of any amount already paid.

21.3 The SUPPLIER reserves the right to terminate or automatically rescind the Purchase order without legal formalities in case of serious or repeated contractual default by the PURCHASER, especially in case of serious late payment and/or repeated.

22. Force Majeure

22.1 Force Majeure means an event beyond the control of the affected party, which couldn't be reasonably foreseen at the time of conclusion of the Purchase order and for which the consequences can't be avoid by appropriate measures, thus preventing the affected party from performing its obligations. If the Purchase order is delayed due to Force Majeure, occurring during the contractual deadlines, the execution delay shall be modified as a consequence. The SUPPLIER shall inform the PURCHASER in writing of the Force Majeure event upon knowledge and commits to take any reasonable measures to minimize the delay. The SUPPLIER shall provide the PURCHASER with proofs of the event fifteen (15)

calendar days from the occurrence of the force majeure event.

22.2. If the Force Majeure continues over one (1) month, PURCHASER and SUPPLIER shall be entitled to terminate the Purchase order according to the provisions of article 21.2.

22.3. Each Party bears its own costs due to Force Majeure.

23. Litigation with third parties

If a third party brings an action against the PURCHASER due to the execution of the Purchase order by the SUPPLIER or to the goods or services produced, the SUPPLIER shall at its own costs and on PURCHASER request join the PURCHASER on defending the pending claim.

24. Dispute Settlement

The present Purchase order shall be governed by French law. The Vienna Convention on international sales of goods signed in 1980 is expressly excluded. Any dispute which may not be amicably settled shall be submitted to the jurisdiction of Cherbourg.

25. Miscellaneous

25.1 Should a stipulation in these terms and conditions be or become ineffective, the effectiveness of all other stipulations remain valid and applicable and the Parties will make their best efforts to replace the ineffective stipulation by a valid one with the same economic impact.

25.2 No failure or delay by a Party in exercising any right of action shall constitute a waiver.

26 Anti-corruption

26.1 The Parties certify that they have not attempted themselves or through any third party, whether directly or indirectly, to offer money (in cash or in kind), or any other benefit or promise to any person associated with obtaining this Contract.
Should the contrary be proven, the Contract would be automatically terminated and the Party in default will have to compensate the other Party for the damage suffered.

26.2. The SUPPLIER further guarantee:
- That it, its managers, employees, subsidiaries, agents, suppliers, service providers and subcontractors or any third party acting on its behalf, will comply with all applicable regulations and more particularly any regulations relating to the fight against corruption in the context of execution of the Contract;
- That it, its managers, employees, subsidiaries, agents, suppliers, service providers and subcontractors or any third party acting on its behalf, refrain from promising, offering or granting to anyone, directly or indirectly, any advantage undue payment in the aim that this person performs or refrains from performing an act related to its duties in the context of the execution of this Contract, or in the aim that this person abuses its real or supposed influence on a third party in order to obtain a advantage in favor of either Parties;
- That it will inform the other Party without delay of any element brought to its attention that could constitute a violation of this article;
- That it will establish and maintain its own ethics and anti-corruption policies and procedures.

26.3. If a Party has reason to believe that the other Party does not comply with the obligations of this article, it may suspend the execution of the Contract until it has reasonable assurance that the other Party has not committed or is not about to commit a breach, without any liability for the Party suspending the Contract.

26.4. In case of non-compliance by a Party with the provisions of this article, the other Party will be entitled to terminate the Contract with immediate effect by registered letter with acknowledgment of receipt, without prejudice to compensation for the damage caused to the terminating Party due to these failures.

26.5. The SUPPLIER undertakes to read the PURCHASER's WHISTLEBLOWING POLICY available online at: https://whistleblowersoftware.com/secure/constructionsmecaniquesdenormandie. The SUPPLIER shall inform its employees of the possibility to report, through this channel, any proven or suspected violation of laws and regulations in force or of the PURCHASER's Code of conduct of which they become aware within the scope of activities linked to the Contract.

If an alert launched in good faith by one of the SUPPLIER's employees reveals a violation of the laws and regulations or the PURCHASER's code of conduct, the latter undertakes to collaborate with the PURCHASER to take the necessary measures to put end to this violation. The SUPPLIER and the PURCHASER undertake to respect the confidentiality surrounding the identity of the authors of the report, the people targeted by it and the information collected by all the recipients of the report. In accordance with article L1132-3-3 of the French Labor Code, the SUPPLIER undertakes to ensure that no employee who has reported an alert in good faith may be sanctioned or discriminated in any way.

27. Processing of personal data

The SUPPLIER will comply in all circumstances with all laws and regulations relating to the protection of personal data, in particular Regulation (EU) 2016/679 ("GDPR") and the French Data Protection Act of 6 January 1978, as amended.

Each of the Parties may be required to process Personal Data from the other Party for the purposes of the performance of the Contract. In this case, each of the Parties will be considered as a data controller within the meaning of the GDPR.

The SUPPLIER will endeavour to comply with the principles of Article 5 of the GDPR, in particular by processing Personal Data in a lawful, fair and transparent manner with regard to the Data Subjects.

The SUPPLIER undertakes to take all necessary precautions to preserve the confidentiality and security of personal data and in particular to prevent them from being stolen, distorted, damaged or communicated to unauthorized persons. The SUPPLIER also undertakes to take the necessary technical and organizational security measures to protect the Personal Data against accidental or unlawful destruction, accidental loss or alteration in accordance with applicable laws on the protection of Personal Data. Finally, each Party undertakes to provide Data Subjects with the information notice as provided by the other Party in accordance with Article 14 of the GDPR. The PURCHASER's information notice is attached as an appendix to these GTCP. The SUPPLIER undertakes to send its information notice upon acceptance of the Order.