

**GENERAL PURCHASING CONDITIONS****1. GENERAL- CONTRACTUAL DOCUMENTS**

- 1.1.** The present general purchasing conditions apply to any PRECIA Orders, whether relating to Products orders or to Services provision; it being agreed that:  
"PRECIA" means PRECIA S.A. whose registered office is 104, route du Pesage - 07000 VEYRAS (France), RCS AUBENAS n° B 386 620 165 and its Affiliates;  
"Affiliate" means (a) any company in which PRECIA S.A. holds or controls, directly or indirectly, at least 50% of the voting rights for the appointment of directors; or (b) any company which holds or controls, directly or indirectly, at least 50% of the voting rights for the appointment of directors of PRECIA; or (c) any company in which at least 50% of the voting rights for the appointment of directors are held or controlled, directly or indirectly, by one of the companies referred to in (a) or (b);  
"Product" means any material, equipment, installation, instrument, component, product, software (whether or not associated with a product) and related documentation described in the Order;  
"Services" means the services ordered by PRECIA, whether or not associated with the delivery of Products, as described in the Order.
- 1.2.** The conditions of performance of the order are governed by the following documents (the "Contractual Documents") and in the following order of precedence:
- If any, the Contract concluded between PRECIA and the supplier or Service provider (hereinafter the "Supplier") specifying the particular conditions of the collaboration between PRECIA and the Supplier (hereinafter the "Contract");
  - The order, including the technical specifications or detailed specifications (hereinafter the "Order");
  - The present general purchasing conditions of Products and Services (hereinafter the "General Purchasing Conditions").
- The conditions of the Contractual Documents constitute the entire agreement between the Supplier and PRECIA regarding the Order, which excludes the application of any other document transmitted or communicated by the Supplier to PRECIA, in particular any general conditions of sale, which has not been previously negotiated and expressly accepted in writing by PRECIA.
- 1.3.** The Supplier shall ensure, before performing the Order, that the specs, the specifications if any, the drawings, models and tools, etc. made available are consistent.
- 1.4.** Any derogation shall be addressed in a specific request from the Supplier and be subject to PRECIA's written agreement.

**2. OBLIGATION TO PROVIDE INFORMATION AND ADVICE**

- 2.1.** As professional, the Supplier, in general, has a duty to provide information and advice.  
He has to provide, over the course of the contractual relationship, relevant, complete, accurate and updated information, specifically related to the Products and Services and their characteristics.  
The Supplier will also ensure that PRECIA is regularly informed about technological or other trends and concerning Product developments, Services and innovations to come, and to provide PRECIA with relevant advice concerning any choice or request of this latter and to submit to PRECIA any proposal that might be appropriate.  
In addition, the Supplier will also inform PRECIA of any difficulty that could affect the good performance of the Order, in order to enable PRECIA to make the decisions that are appropriate.  
These information and advice obligations are considered as essential for PRECIA.

**3. ACCEPTANCE OF THE ORDER BY THE SUPPLIER**

- 3.1.** Shall be considered as acceptance of the Order by the Supplier :
- either the Supplier's signature at the bottom of the Order,
  - or strict compliance of the Order with the proposals made by the Supplier and transmission within the option deadlines included in the said proposals,
  - or acknowledgement of receipt, if applicable with the model supplied by PRECIA, without any reservation,
  - or if the acknowledgement of receipt was subject to reservations, a document setting out agreement between PRECIA and the Supplier regarding the said reservations or lifting thereof,
  - otherwise, delivery of the Products or starting to perform Services, in accordance with the Order.
- 3.2.** The Supplier's acceptance of the Order automatically implies:
- Its agreement with PRECIA's General Purchasing Conditions, as such or modified by one or several specific clauses negotiated and expressly agreed between the Supplier and PRECIA,
  - Its acceptance of all specific conditions, particularly regarding price, incoterms and deadlines. These particular conditions and especially the prices, are firm and definitive for the duration of the Order unless otherwise expressly agreed upon by PRECIA and the Supplier.

**4. SUBCONTRACTING**

- 4.1.** The Supplier shall not transfer or subcontract part or all of the Order without PRECIA's prior written agreement.
- 4.2.** The supplier must inform PRECIA, on simple request, of the list of its suppliers and subcontractors, where applicable, stating the concerned Services or the source of procured equipment.
- 4.3.** If subcontracting is used, the Supplier shall remain solely responsible to PRECIA for performing the Order. It shall also require its subcontractors to and the Supplier procures and guarantees ("se porte-fort") that its subcontractors will comply with the clauses of the Order and in particular with these general purchasing conditions and with the work regulation in force, notably with respect to concealed labour.

**5. PROVISION OF SERVICES IN PRECIA PREMISES**

The Supplier undertakes to consult the special conditions for performing work or Services inside or adjacent to PRECIA premises or on external worksites, and to comply therewith. It shall be solely responsible for any accidents or damages occurring due to or on the occasion of its Services, due to the presence of its personnel or equipment.

**6. TRANSPORT – DELIVERY**

- 6.1.** Responsibility for the risks to which the Products are subjected during transportation shall be defined by the agreed Incoterm and/or the stipulations of the Order. If transport is at the Supplier's expense, the Supplier undertakes to take out a guarantee covering the total value of goods which may be damaged, lost or stolen during transport.
- 6.2.** Stipulated deadlines are mandatory. The Supplier is fully committed to inform PRECIA without delay of any events which could create a delay. In case of delay not expressly agreed by PRECIA, the Supplier will bear, de jure, all the direct and indirect related costs, except in case Force Majeure event. If deadlines are not met, PRECIA reserves the right to cancel part or all of the Order or Market and entrust it to another supplier, at the Supplier's expense.
- 6.3.** Any Products delivered early without PRECIA's agreement may be returned to the Supplier at its expense and risk. If PRECIA agrees to an early delivery, payment will nevertheless occur at the contractually agreed date.
- 6.4.** Each full week's delay in delivering Products or providing Services could lead to a penalty deduction of 2% of the price of the Products or Services excluding any applicable taxes, without prejudice to any claims for damages or interest.

**6.5.** Any difference between the quantities ordered and the ones received by PRECIA not expressly agreed by PRECIA will be considered as a non-compliance of which the Supplier will support the direct and indirect consequences in accordance with the article here above.

## **7. QUALITY – COMPLIANCE**

**7.1.** The Supplier shall be responsible for the quality and the compliance of Products delivered and/or of Services provided. Where applicable, the Supplier must keep the list of certificates of conformity for the Products and Services concerned up to date and communicate it to PRECIA when it is created and then each time it is modified. If, after reception or commissioning it is discovered that the Products delivered or Service provided do not comply with the Order particularly in terms of quality, quantity and delivery time, PRECIA may return the supply or refuse the Service and require, at its discretion, either replacement or correction thereof according to conditions agreed between PRECIA and the Supplier or cancellation of all or part of the Order to the Supplier's detriment

**7.2.** After eliminating the defects noted, the Product' supply or Service shall again be subjected to appropriate control and/or inspection and testing. All costs generated by replacing or correcting the Product or Service and additional costs generated by use of defective Products or Services shall be borne by the Supplier, without prejudice to the application of contractual penalties and any claims for damages or interest.

For instance, will be taken into account the following costs: costs of temporary workers, hours spent by PRECIA's employees or its provider's employees, scraps, tooling and production line degradations, incurred loss of production, late of delivery engendered for PRECIA in the deliveries to its customers, errors generated in PRECIA's data and those passed on its customers, etc,

**7.3.** The Supplier undertakes to comply with all applicable cybersecurity regulations applicable to the Products or Services, including Regulation (EU) 2024/2847 (Cyber Resilience Act), Regulation (EU) 2019/881 (Cybersecurity Act), Directive (EU) 2022/2555 (NIS 2), where applicable, if the Products constitute security components or critical sub-assemblies, Regulation (EU) 2023/1230 on machinery, or the Delegated Act of Directive 2014/53/EU (2022/30, RED-DA) if the Products incorporate radio or wireless communication functions.

The Supplier guarantees that the Products or Services it supplies incorporate appropriate protection mechanisms against cyber threats from the design stage, enable vulnerability management, and comply with security requirements throughout their life cycle. The Supplier shall hold PRECIA harmless and indemnify it for any damage related to the Supplier's failure to comply with the provisions of this clause.

**7.4.** PRECIA is entitled to inspect the Supplier's and its Subcontractors' relevant plants and premises in order to follow the performance of the Order and to carry out quality audits. This inspection of PRECIA shall not release the Supplier from its liabilities and shall not limit PRECIA's right to reject Products and/or Services or to scrap Products after delivery or to enforce any warranty clause against the Supplier.

Therefore, the Supplier and its subcontractors shall ensure PRECIA representatives, PRECIA customers and relevant authorities, if applicable, free access to relevant plants and premises and shall provide them with all necessary assistance to allow them to perform their inspection.

## **8. IDENTIFICATION OF PRODUCTS, PACKAGES, CASES OR BATCHES**

**8.1.** The Supplier shall identify Products or batches delivered :

- in accordance with the specifications referenced by or enclosed with the Order where applicable,
- by marking the Supplier's name, indicating Product references where given, otherwise the complete description.

**8.2.** The delivery note and waybill must show the PRECIA order number, the PRECIA item reference, the item description, the certificate numbers if applicable, the quantity ordered and the quantity delivered. Any item supplied not accompanied by a delivery note referenced to an Order and/or which does not include all the information referred to above, may be returned to the Supplier at its expense and risk.

## **9. PRICE - INVOICING – PAYMENT**

**9.1.** The prices mentioned in each order are all inclusive; meaning that they cover in particular the price of the Products and/or Services, as well as the grant of rights to PRECIA in compliance with article 12.5 below.

The prices are firm and fixed; and the application of the provisions of the article 1195 of the French civil code is expressly excluded.

**9.2.** Unless expressly agreed otherwise between PRECIA and the Supplier, invoices must reach PRECIA within a maximum of ten calendar days after delivery.

They shall be drawn up in accordance with legal and regulatory requirements and in French or any other language accepted by PRECIA.

For PRECIA (S.A.) and PRECIA MOLEN SERVICE, they are sent by separate e-mails (one invoice per e-mail) to :

- [compta.pm@preciamolen.fr](mailto:compta.pm@preciamolen.fr) if the company invoiced is PRECIA (S.A.)
- [compta.pms@molen.fr](mailto:compta.pms@molen.fr) if the company invoiced is PRECIA MOLEN SERVICE

Each e-mail must contain only one invoice, and each invoice must show the order number to which it relates (the invoice must refer to only one order number).

Invoices must include the Incoterm indicated on the Order, as well as the precise and complete description of the Products and/or Services as it appears on the Order.

**9.3.** Invoices are paid within 45 days of the end of the month, or, in the event of changes in legislation, in accordance with the applicable legislation on payment deadlines, by wire transfer.

Payment by PRECIA shall not constitute acceptance of the Products delivered or of the Services performed, nor agreement on the amount invoiced and/or paid, and shall not, under any circumstances, be deemed as a waiver of any subsequent claim.

**9.4.** Without prejudice to the conditions of invoicing and payment agreed upon between PRECIA and the Supplier, PRECIA and the Supplier undertake to negotiate in good faith and to settle any dispute and to pay any sum owed by PRECIA to the Supplier or owed by the Supplier to PRECIA in the month following the occurrence of the dispute and/or the debt.

## **10. WARRANTIES**

**10.1.** The Supplier warrants Products supplied or Service provided, in particular against any flaws in design, materials, manufacturing or assembly. This contractual warranty shall take effect on the day of commissioning for a duration of two years thereafter, unless otherwise stipulated in the Order. The warranty also covers auxiliary and ancillary elements of the Product or the Service (including but not limited to the packaging, the safety instructions, etc.).

**10.2.** During the contractual warranty period, any defective items supplied shall be replaced or repaired in the shortest possible time, free of charge by the Supplier, who shall bear all costs of any direct and indirect costs related to the defect. If the Supplier fails to remedy the defect within the allotted time, PRECIA may call upon a third party to carry out the repairs or replacement, at the Supplier's exclusive expense. The duration of the warranty shall be extended by the duration of unavailability caused by any defect covered by the Supplier's guarantee.

**11.3.** The contractual warranties offered by the Supplier are in addition to the legal warranties (legal warranty of conformity and warranty against hidden defects), without ever limiting or restricting them. PRECIA therefore retains all rights conferred by current legislation, independently of contractual provisions, and the Supplier shall remain responsible for the provision as well as for the Service provided beyond the warranty period mentioned in Article 10.1 hereinabove in accordance with common law.

#### **11. LIABILITY- INSURANCE**

**11.1.** The Supplier shall be responsible for the personnel and equipment allocated to the performance of the Order, even for equipment occasionally or temporarily made available to it by PRECIA. Consequently, the Supplier remains wholly responsible and must repair any damage caused to PRECIA or third parties, their personnel or equipment, due to or during the execution of the Order.

The Supplier is also fully liable for any direct or indirect damage caused to PRECIA, its property or its customers, resulting from the supply of non-conforming, defective or dangerous Products or Services. This liability extends to any financial loss, loss of profits, business interruption, or any other prejudice suffered by PRECIA.

**11.2.** In the event of breach of its contractual obligations, the Supplier undertakes to compensate PRECIA in full for all damages suffered, without limitation of amount. This indemnification includes, but is not limited to, product recall costs, repair costs, replacement costs, transportation costs, and any other expenses incurred by PRECIA to remedy the consequences of the Supplier's breach.

**11.3.** No limitation of liability, including for indirect or consequential damages, may be invoked by the Supplier unless expressly agreed in writing by PRECIA.

**11.4.** As the Supplier exercises its activity under its full and entire responsibility, and in particular as it has no tied link with PRECIA, it declares itself wholly responsible for contracting and renewing all insurance policies applicable for guaranteeing PRECIA and third parties against any damages which may be caused by its execution of the Order. The Supplier shall also have a property insurance to protect his own property against any damage, including operating loss.

**11.5.** The Supplier shall also ensure that his own suppliers are insured with appropriate insurance policies similar to the ones that are imposed by PRECIA and in particular, cover by public liability insurance. The Supplier procures and guarantees ("se porte-fort") that its subcontractors will comply with such obligation.

**11.6.** The Supplier shall produce, on conclusion of the Contract and on its eventual renewal(s) and/or on request by PRECIA, valid insurance certificates issued by its insurer indicating the nature, amount, deductibles, and duration of guarantees. The guarantees shall not under any circumstances be considered as limiting the Supplier's responsibilities with respect to the Order.

**11.7.** If PRECIA's responsibility is implicated due to the Supplier failing to observe any of its obligations with respect to the Order, the Supplier undertakes to guarantee PRECIA against any disputes.

#### **12. CONFIDENTIALITY, INDUSTRIAL PROPERTY AND INTELLECTUAL PROPERTY**

**12.1.** The Supplier undertakes, on its own behalf and that of its agents, to keep confidential all information concerning PRECIA, its business, markets, customers, including specifications and other documents which it may become aware of while executing the Command.

**12.2.** This obligation shall be upheld throughout the duration of the Order and until such time as the said information may enter the public domain. The Supplier undertakes not to use the aforementioned information except as necessary to execute the Order.

If information is communicated by PRECIA to the Supplier, this shall not imply any transfer or concession by PRECIA to the Supplier of any industrial or intellectual property rights or any know-how.

**12.3.** All documents, media and other items given to the Supplier by PRECIA, and all documents, media and other items produced by the Supplier during the execution of an Order, including templates, dies and tools shall remain the exclusive property of PRECIA unless stipulated to the contrary. They shall therefore not be used, reproduced or communicated to third parties without PRECIA's prior written approval.

**12.4.** After use, all documents, media and other items covered by Article 12.2 hereinabove shall be kept available for PRECIA for free by the Supplier, taking all necessary precautions to ensure their protection and conservation. They shall be returned immediately to PRECIA on request.

**12.5.** Unless otherwise stipulated in writing, all inventions, whether or not they may be patentable, and creations which may be protected by copyright, and more generally all intellectual property rights, resulting from the Order or created during or in the frame of the performance of the Order shall be transferred exclusively to PRECIA for the whole world and for a period equal to that provided for by the legal provisions governing the protection of intellectual property rights in France. The present transfer of rights gives PRECIA the right to exercise, in person or through a third party of its choice, exclusive rights of reproduction, representation, representation and adaptation.

**12.6.** Submission of a proposal by a Supplier implies that it holds all intellectual property rights relating to the supply or Services set out in the said proposal. Acceptance of an Order shall include the authorisation to make use of the said rights for PRECIA's benefit.

**12.7.** The Supplier guarantees and holds PRECIA harmless from any action, claim or refusal by third parties claiming intellectual property rights which may be impinged upon by the Order.

#### **13. SUSPENSION – TERMINATION OF THE ORDER**

**13.1.** PRECIA reserves the right to suspend execution of the Order at any time. Should this clause be invoked and if the suspension is not attributable to the Supplier, PRECIA and the Supplier will jointly agree the amount of compensation to be paid to the Supplier, given that the indemnity shall be limited simply to additional expenses directly related to the suspension, and to the exclusion of all other expenses or loss of profits.

**13.2.** Any breach of any obligation set forth in articles 2, 6, 7, 10, 11, 12, 16, 17, 18, 19, 20 and/or 21 hereof will automatically, ipso jure and without further formalities whatsoever, result in the termination, in whole or in part, of the Order.

**13.3.** PRECIA reserves the right to terminate part or all of the Order if the Supplier fails in any of its contractual obligations. Termination shall be effected by registered letter with acknowledgement of receipt, fifteen (15) days after formal notice has been sent to the Supplier, also by registered letter with acknowledgement of receipt and which has remained without effect, to comply with its obligations, without prejudice to any damages for the benefit of PRECIA.

#### **14. TRANSFER OF THE ORDER**

The Order is entered into *intuitu personae* and may not be transferred or transmitted by the Supplier, in whole or in part, directly or indirectly, without PRECIA's prior written approval.

Furthermore, in the event of any change to the control of the Supplier or any significant alteration in its capital, the Supplier must inform PRECIA as soon as reasonably possible, and PRECIA shall be entitled to apply the measures set out in Article 13.3 hereinabove.

#### **15. ADVERTISING – PHOTOGRAPHY**

Under no circumstances may an Order give rise to direct or indirect advertising without PRECIA's prior written authorisation. If such authorisation is granted, the Supplier shall undertake to comply with the forms of advertising and other conditions imposed by PRECIA. All photography of PRECIA's premises is subject to PRECIA's explicit permission.

**16. TRANSFER OF OWNERSHIP**

Unless otherwise stipulated, ownership of Products purchased by PRECIA is transferred when the said Products are delivered to its plants or agencies. PRECIA nevertheless reserves the right to enter into any disputes regarding the Products delivered, even after signature of the delivery note.

Intellectual property rights created in the course of the performance of the Order shall be transferred to PRECIA progressively as soon as they are created and in compliance with the article 12 above.

It is expressly agreed that no ownership retention clauses may be used against PRECIA. Any such clauses shall be null and void without PRECIA's prior written approval.

**17. SOCIAL LEGISLATION**

The Supplier undertakes to deliver Products and Services that comply with applicable national and international laws and regulations, in particular with regard to workplace safety, the environment and labor law.

In this respect, the Supplier undertakes in particular to:

- comply with the provisions of Decree no. 92158 of February 20, 1992, laying down special health and safety requirements applicable to work carried out in an establishment by an outside company (articles R. 4511-1 to R. 4515-11 of the French Labor Code).
- Comply with social legislation concerning the fight against illegal labor (articles L. 8211-1 et seq. and articles R. 8211-1 et seq. of the French Labor Code) and foreign labor (articles L. 8251-1 et seq. and R. 8252-1 et seq. of the French Labor Code).
- Provide the Customer, in accordance with the legal provisions concerning the prevention and repression of illegal employment, prior to the placing of any Order or the conclusion of any Contract, and every six (6) months until the end of the performance of the Order or Contract if its duration exceeds six (6) months :
  - o a certificate of provision of social security declarations and payment of social security contributions issued by the social security body responsible for collecting social security contributions (URSSAF) and dated less than six (6) months;
  - o an extract of the company's registration with the Registre du Commerce et des Sociétés (K-Bis extract), less than three (3) months old;
  - o a list of the names of foreign employees subject to work authorization, specifying for each employee: date of hire, nationality, type and serial number of work permit.

**18. FIGHT AGAINST CORRUPTION AND INFLUENCE PEDDLING**

In accordance with PRECIA's Chart of Ethics and Anti-corruption Code of Conduct, that the Supplier undertakes to comply with, the Supplier will not pass on to the staff of PRECIA, neither will the staff of PRECIA accept, nor seek any present, favour or invitation as well as any other advantage for himself or whoever, coming from Suppliers with whom the staff has (or had) business relationships, which can influence (or appear to influence) his impartiality in exercising his offices or constitute (or appear to constitute) a reward in connection with his activities.

More generally, the Supplier agrees not to take part in any action which could be deemed as or have the appearance of being constitutive of illicit solicitations, fraud, active or passive corruption, commercial practices deemed unethical or non-compliant with the applicable Law.

The Supplier commits himself to indemnify and hold PRECIA harmless from any claim, request and damages incurred by PRECIA because of illicit/unfair practices.

**19. ENVIRONMENT – ENERGY- HUMAN HEALTH**

Products delivered by the Supplier shall comply with the laws, regulations and standards in force in the European Union as regards environmental protection and energy efficiency. During the conception of the Product and its packaging, and/or during the choice of materials, the Supplier commits itself to make any convenient or necessary arrangement to comply with the legal or statutory requirements pertaining to environmental protection and energy-efficiency improvement.

The Supplier undertakes in particular to :

- Meet the obligations contained in ISO 14001 standard;
- Meet the requirements of ISO 50001 for the implementation of energy management practices aimed at reducing the energy consumption of products, services and processes;
- Adopt an approach to reducing energy consumption in the production and packaging processes for products destined for PRECIA, ensuring efficient use of energy resources and favoring renewable energy sources whenever possible;
- Respect the legal obligations of registration, evaluation and authorization of chemicals possibly included in Products delivered to PRECIA and especially the provisions of the Regulation (CE) n° 1907/2006 of the European Parliament and of the Council of 18 December 2006, said Regulation Reach, and of later amending texts. Thus, the Supplier indemnifies and holds harmless PRECIA from and against any claim arising out of Supplier's failure to comply with the regulation on industrial chemicals. For each substance or mixture, the Supplier commits himself to deliver to PRECIA the Material Safety data Sheet in REACH format;
- Inform PRECIA if the Products delivered contains SVHC and to detail the concentration rate. As the case may be, the Supplier must transmit an action plan in order to eliminate the relevant substances which includes the delay and the related impact assessment;
- Appoint an exclusive representative in case of furniture of substance or mixture manufactured outside of the European Union;
- Be in compliance with the Directive RoHS2 2011/65/UE of 2011, June the 8th and inform PRECIA if the delivered Products contain any of the substance prohibited by this Directive;
- As the case may be, ensure the traceability of its supply source for the "Conflict Minerals" used in the manufacture of the Products (tungsten, tantalum, tin, gold).

As a consequence, the Supplier guarantees and holds PRECIA harmless from any action, claim or refusal by third parties, damages, attributable to the non-compliance with the applicable regulations and in particular with those mentioned above. Besides, the Supplier undertakes to pass on these obligations to its own subcontractors properly authorized by PRECIA. More generally, the Supplier commits itself to cooperate actively with PRECIA for the implementation of measures pertaining to the environmental and human health protection.

**20. DECLARATION OF ORIGIN - EXPORT CONTROL - INTERNATIONAL SANCTIONS**

The Supplier undertakes to provide PRECIA with all necessary information concerning the origin of the products or services supplied, in particular with regard to the preferential or non-preferential rules of origin applicable under international trade agreements.

The Supplier guarantees that the products or services supplied comply with all legal requirements relating to the declaration of origin and shall provide PRECIA, at its request, with all required supporting documents (such as certificates of origin, declarations of conformity, etc.).

The Supplier undertakes to comply with all applicable laws and regulations relating to export control, re-export and transfer of goods, software, technology or services. This includes, without limitation, regulations issued by the European Union, the United States, and other applicable jurisdictions. The Supplier shall, where applicable, obtain all necessary licenses and authorizations before exporting any product or information subject to restrictions. The Supplier shall inform PRECIA if any of the products, software or services are subject to export control regulations.

The Supplier guarantees that the products and services supplied do not contravene any embargo or economic sanction imposed by competent authorities (European Union, United Nations, United States, etc.). The Supplier undertakes not to supply products or services originating from countries, entities or persons subject to international sanctions or embargoes, nor to participate in transactions violating such sanctions. The Supplier also certifies that no entity or person affiliated with the Supplier is on any sanctions lists, such as OFAC lists, the EU blacklist, or any other similar sanctions list.

The Supplier agrees to indemnify and hold harmless PRECIA in the event of any breach of its obligations under this clause, including costs and damages related to any sanctions, restrictions, fines or other penalties resulting from a breach of export control laws, embargoes or declarations of origin.

PRECIA reserves the right to verify, at any time, the Supplier's compliance with the obligations of this clause by means of audits or requests for information. The Supplier undertakes to cooperate fully and to provide all documentation necessary to demonstrate its compliance.

#### **21. PERSONAL DATA PROTECTION**

The Supplier undertakes to comply with all applicable laws and regulations regarding the protection of personal data, in particular Regulation (EU) 2016/679 (RGPD).

The Supplier, acting as a Subcontractor, will only process personal data on the instructions of PRECIA, the D ATA Controller, and solely for the purposes of performing the Contract or Order. PRECIA may revise and update these instruction as necessary and in accordance with regulatory requirements.

In particular, the Supplier undertakes to:

- Guarantee the confidentiality of personal data processed and implement appropriate technical and organizational measures to ensure their security, in accordance with Article 32 of the RGPD,
- Immediately inform PRECIA of any personal data breach within a maximum of twenty-four (24) hours following the discovery of the breach, and cooperate to enable PRECIA to comply with its legal obligations,
- Grant PRECIA the right to carry out, directly or via an independent third party, audits to verify the Supplier's compliance with RGPD. The Supplier undertakes to cooperate fully with such audits and to provide any necessary documentation,
- Not subcontract the processing of personal data without PRECIA's prior written consent; the Supplier undertakes in any event to ensure that any subcontractor complies with the same obligations in terms of data protection, security and confidentiality as those defined herein,
- Maintain professional liability insurance including adequate cybersecurity coverage to indemnify PRECIA for any damages resulting from a breach of its data protection obligations.
- At the end of the Contract or Order, the Supplier undertakes to return or delete all personal data within thirty (30) days, unless required by law to retain such data. The Supplier shall provide PRECIA with a certificate of deletion of the data if necessary,

The Supplier shall be liable for any damage caused by any processing that does not comply with these obligations or with PRECIA's instructions and undertakes to compensate PRECIA for any loss resulting from the breach of its data protection obligations.

#### **22. DIVISIBILITY**

If any provision of the present general conditions of purchase is or becomes invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the enforceability of the remaining provisions of the present general conditions which will remain in force.

#### **23. TOLERANCE**

No delay or failure by PRECIA in exercising any rights under these General Purchasing Conditions and no partial exercise thereof will constitute a waiver of any rights hereunder, nor will affect the validity of these General Purchasing Conditions, or any part thereof.

#### **24. APPLICABLE LAW**

These general purchasing conditions shall be subject to French law.

#### **25. ASSIGNMENT OF JURISDICTION**

**Any disputes arising due to or subsequent to an Order or a Market and which cannot be settled amicably shall be submitted to the competent court at Aubenas (France), even if multiple defendants are involved or incidental demands made.**

**STAMP OF THE SUPPLIER**

**SIGNATURE**

**DATE**