

1. General provisions: This contract sets out the terms and conditions applicable to orders placed by the Client with IPC (Centre Technique Industriel de la Plasturgie et des Composites). They represent the basis for commercial negotiation to the extent that the Client acknowledges to have been invited by IPC to express its views on the proposed contract and that the provisions set out herein represent the culmination of their discussions. They shall prevail over any contrary stipulation formulated by the Client in any other manner, unless formally accepted by IPC in writing by an authorized representative. The following constitute an integral part of the contract, listed in descending order of precedence: these negotiated terms and conditions, the special terms and conditions accepted by the parties, the offer or quote, the accepted order, studies communicated prior to establishing the contract, delivery documentation and the invoice.

2. Offer – Quote: Any request issued by a Client must be covered by an offer or quote from IPC which defines all or part of the Client technical specifications and requirements (specific rules and regulations to which the product or service shall comply) that can be executed by IPC during the contract. No Client requirement issued after the quotation has been drawn up, will be considered by IPC for the design of the product and/or the execution of the service. Unless provided for otherwise, the offer or quote shall remain valid for 3 months from the date specified in the quote/offer. Once signed, the quote and any amendments constitute a firm and definitive order from the Client. In no circumstances may the Client assign the benefits of an offer or quote without written authorisation from IPC

3. Pricing: In accordance with the offer or quote, prices shall be either firm for an agreed period or be subject to review at a given frequency in line with appropriate formulae that shall be enclosed with the offer or quote. Unless provided for otherwise, a down payment of an amount specified in the offer or quote shall be payable with the order. Prices are stated on an ex works basis (EXW Incoterms 2020), excluding packaging and insurance costs and net of any taxes, duties or levies, which shall in all cases be borne by the Client. Unless specified otherwise in an offer or quote stipulating collection by the Client or its carrier, carriage costs shall be borne by the Client against invoice.

4. Price reductions: In accordance with Article 1223 of the Civil Code, any price reduction requested by the Client must be expressly accepted by IPC in advance.

5. Hardship: Should any event occur outside the control of the Parties that undermines the general economic viability of the contract, the parties shall negotiate an amendment to the contract that re-establishes its initial equilibrium. This notably includes the following events: variation in raw materials prices, modification of customs duties, exchange rate movements, legislative developments or a change in the Client's financial situation. Unless agreed otherwise by the parties, IPC may terminate the contract via registered letter with confirmation of receipt, subject to a 30-day notice period.

6. Orders: All orders or order modifications issued in writing shall be binding and definitive vis-à-vis the Client. IPC's commitment shall be evidenced by its written and express acceptance of the order (confirmation by email or any other acknowledgement of receipt). Open orders may only remain valid for a limited period as agreed by IPC and the Client, and must specify the characteristics and prices of the products, minimum and maximum quantities and production lead times. In the event of any increase or decrease, the parties shall seek to establish a solution to the consequences of any such variance. In the event of an increase, IPC shall make every effort to meet the Client's demands.

7. Order – Cancellation/Modification: Any order cancellation or modification must be notified to IPC in writing and shall be subject to the latter's express prior and written approval. IPC cannot accept any liability should the Client cancel its order in part or in whole or change the delivery date, and IPC may demand compensation for all costs incurred up to receipt of notification from the Client, without prejudice to any damages associated with any direct or indirect consequences IPC may incur. Any down payment made by the Client shall be retained by IPC. Within the context of IPC's testing platform services, should the Client cancel any order outside a minimum 5-day period prior to the scheduled delivery or service provision, the Client shall pay compensation to IPC equating to the cost of immobilising facilities or resources for the period during which they were to have been used on behalf of the Client. The daily immobilisation rate shall be stated in IPC's offer or quote.

8. Production and delivery lead times: Production and delivery lead times are provided for illustrative purposes only. They shall commence on the date the order is confirmed by IPC, at the earliest on the date on which all preconditions and elements required for the production of the service have been met and/or provided by the Client. Any failure to meet such lead times shall not entitle the Client to cancel or modify the order, nor to receive any damages. Any order modification by the Client may lead to new lead times being set.

9. Delivery: Delivery shall be deemed to have taken place once the products have been directly handed over at IPC's premises, either to the Client or to the carrier designated by the latter or selected by IPC. **On delivery the Client shall assume all risk of product deterioration or loss, including liability for any resultant damage. The Client shall assume all risks associated with the transportation of the products.** It is the responsibility of the Client to inspect deliveries on arrival and to exercise any claims against the carrier, even when delivery has been made on a carriage-free basis. All deliveries in France shall be subject to VAT at the applicable rate in France, even if invoicing takes place abroad. No delivery shall take place in the absence of a formal order.

10. Force majeure: No party to this contract may be held liable for any delay in execution or for any non-performance of any of its obligations hereunder should such a delay in execution or non-performance be the direct or indirect consequence of an event of force majeure, as this term is understood in a wider sense than that of French case law, such as: occurrence of a natural disaster, earthquake, storm, fire, flood, epidemic or pandemic disease, armed conflict, war, cyber-attack, computer virus, attack or attempted attack or civil disorder; labour dispute or total or partial strike at IPC or the Client; labour dispute or total or partial strike at suppliers, subcontractors, service providers, carriers, postal services, public services or major operator within the sector; raw materials shortages, order issued by the public authorities (import prohibition, embargo, or any other administrative/governmental measure taken), operating incidents, machinery breakdown or explosion. This list is not exhaustive. Each party shall notify the other party in writing without undue delay of the occurrence of any event of force majeure of which it may become aware. Should the impediment persist for a period in excess of 10 business days, within a further 5 business days the parties shall come together in good faith to establish whether or not the contract should be terminated.

11. Payment terms: The Client acknowledges that payment of the price in full constitutes an essential obligation of this contract. Payments shall be deemed to have been paid at the registered office of IPC. Any payment schedule agreed by the parties shall be included in the offer or quote, failing which payment in full shall be due from the Client when the contract is signed or the order placed. Payments shall be made net, without discount, and fall due at 45 days month end from date of invoice. Payment shall mean IPC's access to funds

in euros via banker's draft or bank transfer (costs to be borne by the Client). The Client may not defer a contractual payment schedule if the reception or dispatch procedure for the goods made available to them at the premises of IPC is delayed, or cannot be performed due to an event of force majeure. The Client may not withhold payment of any amount due to IPC, whether in part or in whole, or delay payment, on the basis of any claims they may seek to press, notably regarding warranty rights, unless approved by IPC.

12. New Client – Change in the Client's circumstances: As a condition of order acceptance, IPC may demand cash payment or a first-demand payment guarantee, notably in the event of late payment, payment incident, a new Client, doubts about the Client's creditworthiness, modification of the Client's legal structure or circumstances likely to increase the risk of non-payment. Payments to IPC may not be suspended, reduced or offset in any way without written approval from IPC.

13. Late payment: Any late payment or non-return of bills of exchange with acceptance and bank details within 7 days of issue shall give rise to late payment penalties, calculated by applying an interest rate of three times the legal rate to all due amounts, plus fixed collection costs of €40. IPC may demand compensation of 15% on all due amounts in respect of any prejudice suffered. Late payment may lead to all outstanding sums yet to fall due becoming immediately due without notice, to automatic termination of the contract with retention of products and all monies received, and to suspension of any delivery, without prejudice to any claim for damages. It shall entitle IPC to subordinate the execution of subsequent orders, even in the case of partial delivery, to the payment of the order or to the provision of guarantees in addition to any already in place.

14. RIGHT OF RETENTION: IN THE EVENT OF LATE PAYMENT OR DEFAULT, IPC RESERVES THE RIGHT TO RETAIN AS GUARANTEE ANY EQUIPMENT ENTRUSTED BY THE CLIENT UNTIL PAYMENT OF THE PRINCIPAL, COSTS AND OTHER CHARGES HAS BEEN RECEIVED IN FULL. THE RIGHT OF RETENTION SHALL APPLY TO ALL OF THE CLIENT'S EQUIPMENT, REGARDLESS OF WHETHER OR NOT IT IS RELATED TO THE UNPAID PRODUCTS AND/OR SERVICES.

15. Warranty: In general terms, and to the exclusion of any other guarantee, IPC undertakes to supply the Client with products and/or services that conform with the state-of-the-art within its profession and with the standards and specifications stated in the offer or quote. On agreement with the Client, IPC's guarantee shall be limited to crediting the Client with the value of the parts acknowledged not to conform with the plans and requirements of the contractual specifications or with sample parts provided, to replacing such parts free of charge, or to establishing their conformity, either personally or by a third party. Any parts replaced by IPC shall be subject to a credit note and the replacements parts shall be invoiced at the same price as the replaced parts. In the event of conformity being established, this shall be conducted in line with terms decided and/or agreed by the Client. IPC shall assume the related costs where this is performed under its responsibility, or give its prior approval should the Client decide to establish conformity at a pre-advised price, in which case IPC cannot accept any liability for parts it has not produced. Replacing parts or establishing their conformity shall not modify the terms of the warranty.

15.1 Claims: Under the penalty of invalidating the warranty, the Client shall be required to notify any non-conformities as soon as they become apparent and to explicitly request the parts to be replaced or for conformity to be established within the maximum deadline, based on the delivery date plus 10 days for apparent non-conformities and within 2 years for other non-conformities. On expiry of these deadlines, no further claim shall be accepted. The Client must provide evidence of the observed defects and the Client shall bear the costs

of any verifications or inspections it may perform. IPC reserves the right to conduct an on-site inspection.

15.2 Returns: No return or reduction may take place without IPC having been able to verify the presence of the claimed defects, or without IPC having accepted the same in advance and in writing. Unless agreed otherwise, parts for which the Client has obtained a credit note or replacement, or for which conformity has been established by IPC, must be returned to the latter on a freight-collect basis, where IPC reserves the right to select the carrier.

15.3 Loss of warranty rights: The Client alone shall be responsible for the product and/or service ordered and for the specifications it provides. It is the Client's responsibility to verify that the product or service ordered meets its requirements. Any part for which conformity is established by the Client without approval from IPC vis-à-vis the principle or cost shall lead to the loss of all warranty rights. In no circumstances shall the warranty extend to damage caused by a defective part during its use if the Client-designer employs the part without having performed (either personally or by a third party) all of the necessary controls and trials in accordance with its design, utilisation and intended industrial outcome; nor shall it extend to damages relating to any errors committed by the Client or any third party, to any damage associated with IPC's use of technical documents, information or data emanating from the Client, or to damage caused by non-compliant use of the part.

15.4 Research services: Where services to be provided by IPC fall within the field of research, development or tests and trials, IPC assumes an obligation of means.

15.5 Supply of plastic parts: The Client must validate sample parts in advance and in writing. Such acceptance is the starting point for any new lead time for further supplies. IPC undertakes to supply parts that conform with the plans and requirements set out in the contractual specifications and with sample parts validated by the Client.

16. Liability: The liability for defects attributable to IPC is limited to material and direct damage to the exclusion of any non-material or indirect damage, such as to operating costs applicable to the parts prior to their use, costs of assembly, dismantling and withdrawal from circulation by the Client, operational losses, loss of profit, opportunity loss, commercial prejudice, loss of earnings and, more generally, any other form of damage unless caused by serious professional negligence on the part of IPC. In all cases, IPC's liability shall be limited to the amount set out in the order and associated quote or offer, whether in respect of a single cause or aggregate causes, unless the result of gross negligence and wilful conduct. The Client hereby waives its right to recourse via its insurers or any third party to the contract against IPC or its insurers in excess of the aforementioned amount. The Client shall be liable for damage and claims related to product liability.

17. RESERVATION OF TITLE: SALES OF PARTS (PLASTIC OR METAL), STUDIES, EXPERT REPORTS, ANALYSIS, TRIALS AND ANY OTHER SERVICES PROVIDED BY IPC ARE PERFORMED WITH RESERVATION OF TITLE UNTIL PAYMENT OF THE PRINCIPAL, INTEREST AND OTHER CHARGES HAS BEEN RECEIVED IN FULL. PAYMENT SHALL HAVE BEEN COMPLETED ONCE FUNDS HAVE ACTUALLY BEEN RECEIVED. REMITTANCE OF A BILL OF EXCHANGE SHALL NOT CONSTITUTE PAYMENT. THE CLIENT SHALL ASSIGN TO IPC ALL OF ITS DUE CLAIMS ON THIRD PARTY PURCHASERS RESULTING FROM ANY RESALE OF THE PRODUCTS. IN THE EVENT OF NON-PAYMENT, AT ITS OWN EXPENSE AND RISKS THE CLIENT SHALL RETURN THE UNPAID STUDIES AND/OR PRODUCTS ON RECEIPT OF NOTICE VIA REGISTERED LETTER WITH ACKNOWLEDGEMENT OF RECEIPT. IN NO CIRCUMSTANCES MAY THE CLIENT PLEDGE, HYPOTHECATE OR GRANT ANY SECURITIES VIS-A-VIS ANY STUDIES AND/OR PRODUCTS THAT HAVE NOT BEEN PAID FOR.

HOWEVER, ON DELIVERY THE CLIENT MUST ENSURE THAT ALL PRODUCTS AND/OR STUDIES ARE DULY PROTECTED AGAINST ALL RISKS AND MAY NOT IN ANY WAY TRANSFORM OR RESELL THEM WITHOUT APPROVAL FROM IPC. IN ALL CIRCUMSTANCES, THE CLIENT IS REQUIRED TO ENSURE THAT IPC BENEFITS FROM ALL RIGHTS THAT GUARANTEE THE SALES IN THE CLIENT'S COUNTRY.

18. Storage terms: The shelf life for samples, plastics, packaging, test benches and other equipment is 3 months from the date of results being submitted to the Client or 3 years if stored after "TÜV AUSTRIA" biodegradability certification. After one of these deadlines, they shall be destroyed once the Client has received notification and unless stipulated otherwise by the Client, which shall then be liable for all storage costs at the daily rate of €30 exc. VAT per m² occupied. For the storage of materials, packaging, moulds, test benches and other materials associated with a test platform activity, the storage period is reduced to 15 days from testing date. Beyond this period they shall be destroyed once the Client has been notified, which shall then be liable for all storage costs at the daily rate of €30 exc. VAT per m² occupied, invoiced monthly. At all times, IPC undertakes to refrain from using the technical means or consumables (plastics and packaging) owned by the Client for the benefit of any third party, unless approved in advance by the Client and in writing.

19. Confidentiality: The parties hereby accept a reciprocal general obligation of confidentiality covering all oral or written information belonging to the other party that may be exchanged or to which they may have access. The parties shall refrain from communicating to any third party any information concerning the contents of the work entrusted to IPC, unless written prior approval is obtained from the party to whom the said information belongs. Each party shall ensure compliance with this confidentiality undertaking by their respective personnel and representatives.

20. Intellectual property/image: Each party shall retain ownership of their respective rights over own knowledge, such rights being defined as those that relate to intellectual property and know-how which is owned or controlled by the party concerned, obtained prior to, or outside the scope of, the said service. Improvements made to the Parties' own knowledge remain the ownership of the Party owning said knowledge.

The Client warrants to IPC that it holds the rights to use and/or exploit its own knowledge when it is necessary for the performance of the service by IPC, and that it is able to grant a right to use to IPC for the purposes of the service. As such, in the event of a complaint, third-party claim, action for infringement, and/or unfair competition, due to this own pre-existing knowledge, the Client undertakes to indemnify IPC against all costs (including attorney's fees), expenses and indemnities to which IPC would be exposed and/or condemned.

If the use of IPC's own knowledge is necessary for the Client to use the results of the Services, the Parties will agree on the conditions of the use in a separate contract.

All the results obtained within the framework of a service, the documents transmitted, the studies carried out or the parts manufactured are the property of the Customer after full payment of the price in principle, interest, costs and accessories; Notwithstanding the foregoing, in the event of a result that can be protected by intellectual property rights, or when a core know-how of IPC's expertise is incorporated into the results documents transmitted, the studies carried out and/or the manufactured parts remain the property of IPC which will grant a non-exclusive license to the Client in a separate contract under conditions to be defined. In any case, IPC will remain able to use the expertise and experience acquired in the performance of the service in its work and activities; No guarantee is provided by IPC regarding infringement of third-party rights, any

state-of-the-art study being carried out according to an obligation of means and does not constitute a search for prior art or a study of freedom to operate within the meaning of patent law.

The Client hereby grants to IPC the right to reproduce its logo for business reference purposes. The parties agree to collaborate in good faith and to refrain from undermining their respective image and/or reputation.

21. Personal data: IPC shall only retain the Client's personal data for the purposes of fulfilling the object of the order, for the time strictly necessary for performing the service for which it has been collected and in compliance with applicable regulations. Accordingly, Client data shall be retained for the duration of the contractual relationship plus 5 years for the purposes of managing Client relations, without prejudice to applicable retention obligations and limitation periods. IPC shall safeguard personal data by implementing physical and technical means of protection.

In accordance with the French data protection act of 6 January 1978 (amended) and the European General Data Protection Regulation, the Client enjoys the right to access, modify and rectify its personal data.

The Client also enjoys the right to prevent the processing of its personal data on legitimate grounds and to prevent its data being used for direct marketing purposes.

The Client may exercise its rights by sending a letter to IPC accompanied by a photocopy of an identify document containing its signature to the following address: Centre Technique Industriel de la Plasturgie et des Matériaux Composites, legal department, 2 rue Pierre et Marie Curie, 01100 Balignat or by email to DPO@ct-ipc.com (the photocopy is immediately destroyed after identify verification).

22. credit d'impôt recherche (CIR) : When applicable, the R&D services offered by IPC are likely to be eligible for the "Crédit d'Impôt Recherche "(CIR), in particular for expenses relating to outsourced R&D operations. IPC has CIR accreditation for the years 2022, 2023, 2024, 2025 and 2026.

This accreditation recognizes our organisation's ability to carry out R&D work on behalf of Clients. However, it cannot be used to justify the project's eligibility for CIR, in the event of an audit by the tax authorities. Indeed, only a "rescrit fiscal" (tax rescript) requested under articles L 80 B3° or L 80B 3° bis of the Book of Tax Procedures (livre des procédures fiscales) can be used to obtain a formal position from the tax authorities on the scientific and technical aspects of the R&D project. Only this "rescrit fiscal" (tax rescript) is enforceable against the tax authorities.

In all cases, the Client remains entirely responsible for his CIR claim. IPC cannot guarantee the eligibility of the Client's expenses.

If the Client need to declare the amounts of R&D operations eligible for the CIR in accordance with the provisions of the General Tax Code (code general des impôts), the Client must inform IPC of this need, so that IPC can accurately identify the services entrusted in its invoices.

When compiling its supporting file or for any other reason, the Client may ask IPC to identify its own subcontractors who participated in the performance of the R&D service in question. In this case, the Client refrains, without prior agreement from IPC, on French territory, from contracting directly with the designated IPC subcontractor for similar future services for 3 years from the date of disclosure in order to avoid disrupting and hampering the trusting collaboration and business flow established between IPC and its subcontractor.

23. Applicable Law and Competent court: The contract shall be governed by French law. The parties shall seek an amicable solution to any dispute relating to the interpretation or execution of this contract and any amendments. Should this not prove to be possible within 4 months of the initial written notification being issued, the first



party to act may refer the matter to the commercial court of Bourgen-Bresse, which shall exercise sole jurisdiction irrespective of the nature of the dispute, the delivery location, the terms of the contract or the agreed payment method, even in the event of the introduction of third parties, interlocutory proceedings or plurality of defendants, including in the case of any dispute relating to termination of the contract or of any commercial relations covered by Article L. 442-6 of the Commercial Code.



Initials