CLAYENS GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE

Date of update: 09/11/2026

These General Terms and Conditions of Purchase (hereinafter referred to as the "**GTCs**") shall apply to any purchase order issued by any company belonging to the CLAYENS Group to its suppliers and/or subcontractors.

These GTCs, together with the specific terms and conditions applicable to the relevant purchase orders, shall prevail over any supplier's and/or subcontractor's general terms and conditions of sale set out in their commercial offers, order acknowledgements, invoices or any correspondence issued by the supplier and/or subcontractor.

The supplier and/or subcontractor acknowledges that its acceptance of these GTCs constitutes its full and unconditional waiver of any and all of its own terms and conditions of sale.

No amendment to these GTCs shall be deemed accepted by any company of the CLAYENS Group unless expressly agreed in writing by the CLAYENS Group Purchasing Department.

The term "**Supply**" as used in these GTCs shall mean any raw materials, studies, parts, subcontracting work or services, provided that they have been previously ordered by the CLAYENS Group under a written purchase order.

Article 1 – Purchase Order and Applicable Contractual Documents

All purchases made by the CLAYENS Group shall systematically be subject to a purchase order.

Each purchase order shall be subject to a formal acknowledgement of receipt by the supplier and/or subcontractor.

If the acknowledgement of receipt is not sent to CLAYENS within 72 hours, the purchase order shall be deemed to have been accepted in full by the supplier and/or subcontractor.

Acceptance of the purchase order shall entail the supplier's and/or subcontractor's obligation to comply with these GTCs and, where applicable, with the contractual documents applicable to the relevant purchase order, including, in particular:

- All Specifications notified to the supplier and/or subcontractor;
- The applicable Logistics Specifications[1]
- The applicable Quality Instructions[2]

Any conflicting or inconsistent provisions contained in quotations, purchase order acknowledgements or any other documents issued by the supplier and/or subcontractor shall not amend or prevail over these GTCs or the specific terms and conditions of the purchase order unless expressly agreed by CLAYENS in writing.

The supplier and/or subcontractor shall be required to supply the parts or perform the services in accordance with the contractual purchasing data (including drawings, specifications and specifications/requirements documents) set out in our purchase orders.

CLAYENS may cancel the purchase order without penalty at any time prior to receipt of the purchase order acknowledgement.

In the event of any default by the supplier and/or subcontractor, CLAYENS reserves the right to complete, or have completed by one of its subcontractors, the performance of the relevant supply. The supplier and/or subcontractor

[1] For CLAYENS VS, the applicable Logistics Specifications are those referenced 02-008-02.
[2] For CLAYENS VS, the applicable Quality Instructions are those referenced 02-008-07.

undertakes to make available to CLAYENS all studies carried out, tooling, supplies, completed parts and parts in the process of being manufactured in connection with the purchase order.

Article 2 – Prices

The prices stated in the purchase orders shall be firm and non-revisable, unless otherwise expressly provided.

Any request for a price increase or other pricing modification initiated by the Supplier/Subcontractor shall be notified in writing to CLAYENS with a minimum prior notice of three (3) months before the intended effective date. This notice period is essential for CLAYENS, as it must allow sufficient time to assess the request, identify an alternative source of supply where appropriate, and engage in the necessary discussions with its own customers.

Such request shall be duly substantiated and supported by objective, documented and verifiable evidence enabling CLAYENS to assess its justification and impact. Any pricing modification shall remain subject to negotiation and to CLAYENS' prior written approval. Neither notification nor justification of a pricing modification shall, in itself, constitute acceptance by CLAYENS.

No pricing modification shall apply retroactively or to purchase orders already issued and accepted, unless expressly agreed otherwise in writing by CLAYENS. Where a price revision or indexation clause applies, it shall apply solely in accordance with the conditions, indices, review frequencies and notice periods expressly agreed between the Parties.

Any price increase imposed unilaterally or without compliance with the above notice period shall not be enforceable against CLAYENS. The Supplier/Subcontractor shall remain obligated to fulfil purchase orders at the applicable agreed prices. CLAYENS may also claim compensation for any loss or damage incurred as a result thereof, without prejudice to any mandatory provisions of the applicable law*.

The prices agreed between the parties are confidential and shall under no circumstances be disclosed to any third party.

The supplier and/or subcontractor warrants that the Supplies are free from any design, manufacturing or operating defects and comply with the technical and quality requirements set forth in our drawings, specifications and specifications/requirements documents.

Article 3 – Packaging

The Supply shall be delivered together with all documentation necessary for its use and maintenance, as well as the packaging required for its storage and proper preservation. The cost of packaging shall only be accepted if expressly provided for in the purchase order.

Any damage to the delivered Supply resulting from inadequate or inappropriate packaging or conditioning shall be borne by the supplier and/or subcontractor.

Article 4 – Inspections and Compliance Checks

The supplier and/or subcontractor shall be responsible for verifying and certifying the conformity of the Supply with our technical specifications, which it acknowledges to be fully aware of, including drawings, specifications, specifications/requirements documents and any other applicable technical documentation.

**In particular: in France, Article L.442-1 of the French Commercial Code, notably concerning significant imbalance in the rights and obligations of the parties (I, 2°) and the abrupt termination, even partial, of an established commercial relationship (II); in the United States, Sections 1-304 (obligation of good faith) and 2-209 (modification of contracts for the sale of goods) of the Uniform Commercial Code (UCC); and for international sales, Article 29 of the United Nations Convention on Contracts for the International Sale of Goods (CISG), pursuant to which a contract may be modified only by agreement of the parties.*

Article 5 – Delivery

100% of deliveries shall be made in accordance with the dates specified in our purchase orders.

The delivery date stated in the purchase order shall be the date of arrival at our premises for Supplies and the date of provisional acceptance for contracted works. The date of arrival of the goods shall prevail and shall be deemed to be the date on which the goods are taken into charge by our receiving department.

We reserve the right to modify, in order to adjust our production schedules, the delivery date or quantities of the Supplies specified in our purchase order, without any compensation or price increase resulting therefrom.

Any such modification shall be deemed to have been tacitly accepted if the supplier and/or subcontractor has not notified us in writing of its disagreement within 72 hours following the date of our notification of the modification.

Unless otherwise specified, each shipment shall be accompanied by a delivery note stating the reference and date of our purchase order.

Certificates of conformity, inspection reports or any other documents specified in our purchase orders shall be included in the packages. Each shipment made by the Supplier shall be accompanied by: a delivery note stating the Purchase Order number; a description of the Supply as specified in the Purchase Order and the CLAYENS reference; the quantities delivered; the documents listed in specifications document; the declaration of conformity[3].

No early delivery shall be accepted without our prior approval. The supplier and/or subcontractor undertakes to notify CLAYENS of any event likely to result in an early or late delivery.

Any Supply rejected by CLAYENS VS shall be collected by the supplier and/or subcontractor within eight (8) days, at its own expense.

Article 6 – Defective Supplies

The supplier and/or subcontractor undertakes to remedy, without undue delay, any defects identified, as well as any malfunction arising from a defect in design, materials or workmanship.

The supplier and/or subcontractor shall bear all related costs, including shipping costs, rework, modifications, dismantling and reassembly of defective components of the Supply[4].

The supplier and/or subcontractor shall also be liable for and shall remedy any and all damage of any kind caused to CLAYENS, its customers or any third party as a result of defective Supplies, within the timeframe required by CLAYENS VS, depending on the severity of the non-conformity.

Any inspections carried out by CLAYENS personnel at the supplier's and/or subcontractor's premises shall not relieve the supplier and/or subcontractor of its liability with regard to the quality of the Supplies. The supplier and/or subcontractor may not rely on the payment of an invoice to object to any claim or dispute relating to the quality or quantity of the corresponding Supplies.

If the supplier and/or subcontractor is unable to deliver Supplies that comply with the specifications of our purchase order, we reserve the right to have the work required to bring the Supplies into conformity carried out by a third party, at the supplier's and/or subcontractor's expense.

Likewise, if sorting operations on the parts at CLAYENS VS or at our customer's premises become necessary, the supplier and/or subcontractor undertakes to bear all costs arising from such sorting operations, provided that it has been notified thereof in advance.

If the supplier and/or subcontractor fails to respond within forty-eight (48) hours, or within a shorter period if the severity of the incident so requires, the sorting operations may be initiated at the supplier's and/or subcontractor's expense.

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[3] For CLAYENS VS, delivery shall be made under the Incoterm "Delivered Duty Paid" to the place of delivery specified in the Purchase Order (DDP – Incoterms 2020). Each shipment made by the Supplier shall be accompanied by: a delivery note stating the Purchase Order number; a description of the Supply as specified in the Purchase Order and the CLAYENS VS reference; the quantities delivered; the documents listed in specifications document 02-102; the declaration of conformity in accordance with NF EN 9163. The Supplier undertakes to provide, within the agreed time limits and, in any event, no later than upon delivery of the Supply, the drawings, maintenance instructions, operating manuals, spare parts catalogues and any documents necessary for the study, assembly, commissioning and maintenance of the Supplies, including all information relating to the safety of persons and the protection of property and the environment.

[4] For purchases made by CLAYENS VS, a management fee of seventy-five euros (€75) excluding VAT may be charged to the Supplier for each non-conformity and for each purchase order line.

An administrative fee shall systematically be charged to the defaulting supplier and/or subcontractor for any quality incident, together with any fees charged to CLAYENS by its customers in connection with such incident.

Article 7 – Warranties Applicable to Supplies, Obsolescence and Change

For a warranty period of thirty-six (36) months from the date of delivery, the Supplier warrants that the Supplies are new, free from any defect in design, manufacture, materials or operation, and compliant with the Specifications and generally accepted industry standards. The Supplier also warrants the Purchaser against any apparent or hidden defect affecting the Supplies.

Any hidden defect affecting the Supplies and rendering them unfit for their intended purpose, significantly reducing their suitability for such purpose, or compromising their compliance with the Specifications shall be borne by the Supplier, provided that such defect is established to originate from the design, manufacture, materials used or operation of the Supplies.

At CLAYENS' request, the Supplier shall, at its own cost and without undue delay, repair or replace any Supplies affected by a hidden defect and carry out any operation necessary to restore their compliance and ensure their proper functioning.

The Supplier shall also bear all costs and expenses reasonably incurred by CLAYENS as a result of such defect, including, in particular, the costs of analysis, expert assessment, dismantling, return, transportation, repair, replacement, reassembly and restoration of the affected Supplies to conformity.

The discovery of a hidden defect shall neither limit nor affect any other rights or remedies available to CLAYENS under the Purchase Order, these General Terms and Conditions of Purchase or applicable laws and regulations.

The Supplier shall inform CLAYENS in writing of any identified risk of obsolescence at least six (6) months before its occurrence, as well as of any contemplated change to the Supply, regardless of its nature, including in the event of the discontinuation or unavailability of any component or raw material used, or any change to the manufacturing process.

The Supplier shall anticipate and monitor obsolescence risks through a continuous monitoring plan and shall implement all measures reasonably necessary to ensure continuity of supply.

Any change to the Supply, regardless of its origin, shall be subject to CLAYENS' prior written approval.

Where the Supplier is responsible for the design of the Supply, it shall bear all costs and expenses arising from any obsolescence or change initiated by the Supplier, including costs relating to design studies, validation, qualification, testing and production launch.

The Supplier shall also provide CLAYENS, without delay and free of charge, with all necessary technical documentation relating to the new or modified Supply.

The occurrence or identification of obsolescence affecting the Supply or any of its components shall under no circumstances release the Supplier from its contractual obligations, including its obligations to ensure continuity of supply.

Where the Supply has a limited shelf life, in particular due to an expiry date, the Supplier warrants that, as of the delivery date, the Supply shall have a remaining usable life of at least eighty-five percent (85%) of its total shelf life.

Article 8 – Payment Terms

Unless otherwise agreed, our payments shall be made in accordance with the French Economic Modernisation Law (LME) for French suppliers and/or subcontractors, namely 30 days end of month, payable on the 15th of the following month, 45 days end of month or 60 days net, by bank transfer, bill of exchange or cheque.

For foreign suppliers and/or subcontractors, payment terms shall be agreed on a case-by-case basis.

For payment terms governed by the LME, the payment due date shall be calculated from the invoice issue date. In all other cases, the payment due date shall be calculated from the contractual delivery date or, in the event of late delivery, from the actual delivery date.

We reserve the right not to pay any advance payments relating to partial deliveries made solely at the initiative of the supplier and/or subcontractor.

For any bank transfer made to a foreign bank account, all bank charges shall be borne by the supplier and/or subcontractor.

Article 9 – Invoicing

Invoices shall be issued in duplicate and sent by separate mail to the Accounting Department. They shall include the

reference of the corresponding purchase order.

We reserve the right to reject any goods and any related invoice that has not been covered by a purchase order issued by the company of the CLAYENS Group.

The supplier and/or subcontractor shall not assign or transfer to any third party whatsoever, any receivable arising from the performance of our purchase order.

Article 10 – Suppliers and Subcontractors Recommended by CLAYENS Customers

Suppliers and/or subcontractors approved by our customers undertake to strictly comply with the requirements set out in our purchase orders.

Furthermore, only CLAYENS shall be authorized to modify the requirements formally agreed in the purchase order, and any technical or logistical interference by a CLAYENS customer shall be systematically rejected.

Article 11 – Transfer of Title and Risk

The transfer of title from the supplier and/or subcontractor shall take place in accordance with the applicable laws and regulations. The transfer of risk shall take place upon quantitative and qualitative acceptance at our premises or, failing that, upon delivery.

In the event of ancillary works (assembly, adjustment, testing, etc.), notwithstanding the foregoing provisions, the supplier and/or subcontractor shall retain all risks relating to the Supplies concerned until acceptance of such works.

Any acceptance or inspection operations carried out at the supplier's and/or subcontractor's premises shall not constitute an assumption of risk by CLAYENS.

Article 12 – Warranties

The supplier and/or subcontractor warrants the supply of the quantities of Supplies specified in our purchase orders. The supplier and/or subcontractor may not cease production or delivery of the Supplies without CLAYENS' prior written approval.

In the event that the supplier and/or subcontractor wishes to terminate the business relationship, a minimum notice period of six (6) months shall be required in order to allow CLAYENS to identify a new business partner.

In the event of failure to comply with the contractual notice period, CLAYENS reserves the right to claim compensation from the supplier and/or subcontractor for the financial loss suffered by CLAYENS as a result thereof.

Article 13 – Late Delivery Penalties

Late delivery penalties, whether contractually agreed or passed on to the supplier and/or subcontractor where CLAYENS incurs such penalties as a result of the supplier's and/or subcontractor's fault, shall accrue from the delivery date specified in our purchase order. This date shall remain fully applicable in the event of rework, modifications or rejects required to bring the Supply into compliance with the specifications set out in the drawings, specifications/requirements documents, applicable regulations, official standards and laws.

In the event of late delivery, CLAYENS reserves the right to:

- Apply a late delivery penalty of 0.5% of the total price of the Supply per day of delay, up to a maximum of 5% of the total purchase order value.
- Claim reimbursement of all losses and damages suffered by CLAYENS and its customer.

The supplier and/or subcontractor shall indemnify CLAYENS against all costs incurred or borne by CLAYENS, including production stoppage costs, exceptional transportation costs, and any costs relating to such delays charged to CLAYENS by its customers.

Article 14 – Discontinuation of Business

Any discontinuation of business, whether imposed by the end customer or not, shall result in CLAYENS taking back the

Supplier's stock, valued at a maximum of one (1) month's consumption based on the volumes currently in production.

Article 15 – Manufacturing Tooling

Manufacturing tooling manufactured by the supplier and/or subcontractor on our behalf and at our expense, as well as any goods and tooling made available to the supplier and/or subcontractor, shall not be used, unless otherwise agreed by us in writing, for any purpose other than the performance of our purchase orders.

Such tooling shall remain our property and shall be returned to us upon our simple request, in good working condition. The supplier and/or subcontractor shall affix a property identification plate to such tooling, whether supplied by us or not. The supplier and/or subcontractor shall, at its own expense, carry out routine maintenance and any repairs resulting from incidents arising from the use of such tooling.

In the event of any loss, accidental damage or deterioration, the supplier and/or subcontractor shall reimburse us for the replacement value of the tooling or the cost of restoring it to proper working condition.

Where we have paid only part of the tooling price, in accordance with the terms agreed when the tooling purchase order was placed, CLAYENS shall remain the owner of the tooling in all circumstances and retain the right to take possession of it at any time, against payment of the remaining unamortized balance between the total tooling price and the amount already paid by us. The amortization period for this balance shall be thirty (30) months from the contractual due date for delivery of the first parts.

Article 16 – Subcontracting

Pursuant to Article 3 of French Law No. 75-1334 of 31 December 1975, the supplier and/or subcontractor undertakes not to subcontract all or any part of our purchase order without our prior written approval of the subcontractor selected.

Article 17 – Insurance

The supplier and/or subcontractor shall bear financial and technical responsibility for all materials, products and tooling made available to it.

The supplier and/or subcontractor shall reimburse us for the value of any materials corresponding to manufacturing rejects. The supplier and/or subcontractor, having custody and possession of any equipment entrusted to it for the performance of work, shall be liable for any loss of or damage of any kind to such equipment from the time it takes possession thereof until the time it delivers such equipment back to us.

If the supplier and/or subcontractor considers that it is unable to bear the risks referred to above, it shall take all necessary measures to obtain appropriate insurance coverage.

The supplier and/or subcontractor shall be liable for all direct or indirect consequences arising from any defects or latent defects affecting the Supplies.

Upon CLAYENS' simple request, the supplier and/or subcontractor shall provide evidence of the subscription to one or more insurance policies covering the financial consequences of its civil liability arising from defective products.

Article 18 – Intellectual Property

The Supplier hereby assigns to CLAYENS, on an exclusive basis, all intellectual property rights vested in the Supplies specifically developed for the performance of the Purchase Order, at all stages of their design and development. This assignment shall include, in particular, the rights to use, reproduce, represent, adapt, modify, transform, publish, distribute, market and incorporate the Supplies, as well as, more generally, all rights necessary for CLAYENS to use, exploit and freely dispose of the Supplies.

This assignment is granted free of charge, on an exclusive basis, worldwide and for the entire statutory term of protection of the relevant rights, including any extensions thereof.

Where software specifically developed for the performance of the Purchase Order is delivered, the assignment shall include, in particular, all rights relating to such software, together with the delivery to CLAYENS of the corresponding source code and technical and functional documentation.

The Supplier shall indemnify and hold harmless CLAYENS and its successors in title against any claim, action or proceeding brought by a third party in connection with the manufacture, sale, delivery or use of the Supplies, including any claim based on an infringement of intellectual property rights, counterfeiting or unfair competition.

The Supplier shall bear all financial consequences arising from any such claim and shall indemnify CLAYENS for any loss, cost, expense or damage suffered as a result thereof, including reasonable costs incurred in defending such claim.

In the event of any third-party claim or action alleging an infringement of its rights, CLAYENS may, at its discretion, require the Supplier, at its own expense, to:

(i) obtain the rights or authorisations necessary to enable CLAYENS to continue using and exploiting the Supply;

(ii) replace or modify the Supply so as to remedy the infringement, without affecting its functionality, performance or contractual specifications; or

(iii) reimburse CLAYENS for the price of the Supply concerned.

The implementation of any of the above measures shall not prejudice CLAYENS' right to seek compensation for the full extent of the loss and damage suffered.

Article 19 – Legal Compliance and Ethical Commitments

19.1 General Compliance and Social Responsibility

The supplier/subcontractor declares that it is aware of and undertakes to comply with all laws, regulations, decrees and requirements issued by the competent authorities applicable to its business and to the performance of the Purchase Order, particularly with respect to labour law, health and safety, environmental protection and social responsibility.

The supplier/subcontractor undertakes in particular to comply with the applicable labour and employment regulations in the countries in which it operates and not to employ children below the age at which compulsory education ends in the country concerned.

The supplier/subcontractor also undertakes, to the extent applicable to its business, to contribute to combating social exclusion, in particular through training, social inclusion and mentoring initiatives.

19.2 Business Ethics and Supplier Code of Conduct

The supplier/subcontractor undertakes to conduct its business in accordance with the principles of business ethics and integrity and to comply with all applicable laws and regulations relating to the prevention of corruption, influence peddling, fraud, money laundering, conflicts of interest and, more generally, any practice contrary to business integrity or fair dealing.

The supplier/subcontractor shall not, directly or indirectly, offer, promise, solicit, accept or make any improper advantage or unlawful payment in connection with its relationship with CLAYENS.

The supplier/subcontractor undertakes to comply with the CLAYENS Supplier Code of Conduct, which forms an integral part of these General Terms and Conditions of Purchase and constitutes a contractual obligation of the supplier/subcontractor. The supplier/subcontractor shall ensure that its directors, employees, representatives, agents, subcontractors and other third parties involved in the performance of the Purchase Order comply with the principles and requirements set forth therein.

The supplier/subcontractor shall promptly inform CLAYENS of any actual or potential conflict of interest or of any fact likely to constitute a breach of the obligations set forth in this Article or in the Supplier Code of Conduct.

19.3 Legal, Social and Tax Compliance

The supplier/subcontractor undertakes to provide CLAYENS, upon execution of the contract or upon simple request, with any document enabling CLAYENS to verify its legal, social and tax compliance and, where applicable, that of its own subcontractors involved in the performance of the Purchase Order.

Suppliers/subcontractors established in France shall, in particular, provide, where applicable, the following documents:

- a certificate confirming the filing of social security declarations and payment of social security contributions and related charges;
- an extract evidencing registration with the French Trade and Companies Register (Registre du Commerce et des Sociétés – RCS), or any equivalent document;
- the documents required under applicable laws and regulations relating to the prevention of undeclared work and the employment of foreign employees;
- a tax compliance certificate.

Any supplier/subcontractor established outside France shall provide equivalent documents issued by the competent authorities of its country of establishment, in accordance with the applicable local legal and regulatory requirements.

The supplier/subcontractor undertakes to maintain its legal, social and tax status in compliance throughout the contractual relationship and to promptly inform CLAYENS of any change likely to affect such compliance.

Failure to provide the requested documents or the identification of a non-compliant situation may constitute a contractual breach and result in the suspension of the Purchase Order or, where applicable, its termination in accordance with these General Terms and Conditions of Purchase.

19.4 Export Controls and Economic Sanctions

The Parties undertake to comply with all applicable laws and regulations relating to export controls, re-export, transfer and economic and trade sanctions applicable to the Supplies, including their components, as well as to any software, technologies, information and products that the Parties may exchange or make available to each other in connection with the performance of the Purchase Order.

The supplier/subcontractor shall identify any restriction, licence, authorisation or formality applicable to the export or re-export of the Supplies that may affect their supply, delivery or use by CLAYENS and shall inform CLAYENS thereof prior to the issuance of the Purchase Order.

In the event of any amendment to or introduction of restrictions after the Purchase Order has been issued, the supplier/subcontractor shall immediately inform CLAYENS thereof and take all measures reasonably necessary to mitigate the consequences thereof on the performance of the Purchase Order.

The supplier/subcontractor warrants that the performance of the Purchase Order shall be carried out in strict compliance with all applicable economic, financial and trade sanctions, including those adopted or implemented by the United Nations, the European Union or the United States of America, to the extent applicable to the Purchase Order or to the Parties.

In particular, the supplier/subcontractor undertakes not to supply, directly or indirectly, the Supplies or any element covered by the Purchase Order to any person, entity or destination subject to applicable sanctions or restrictions.

Article 20 – Responsible Purchasing Policy

CLAYENS is committed to managing and reducing its environmental, social and economic impact.

We encourage the implementation of sound governance practices throughout our purchasing activities.

We strive to uphold the highest standards of integrity and fairness in our dealings with suppliers, applying objective and fact-based selection criteria.

We expect our suppliers to commit to a sustainable development approach.

The Supplier undertakes, in the negotiation and adjustment of its pricing terms, to comply with the principles of fairness, good faith and transparency set out in the CLAYENS Supplier Code of Conduct, as well as in its own CSR commitments or codes of good practice.

Article 21 – Audit & Right of Access to Workshops

CLAYENS may, subject to reasonable prior notice and during normal business hours, audit the performance of the Contract or Purchase Order. For this purpose, the Supplier/Subcontractor shall grant CLAYENS personnel and/or

CLAYENS customers access to its premises, processes, products, services, documents, records, data and equipment as reasonably necessary to verify compliance with applicable contractual, legal and regulatory requirements and to conduct audits or meetings.

For purchases intended for the aerospace, defence, space, nuclear, automotive, medical and food industries, the Supplier shall also grant CLAYENS, its customers and representatives of the competent Official Authorities, including, where applicable, the French Civil Aviation Authority (DGAC), the European Union Aviation Safety Agency (EASA), the Federal Aviation Administration (FAA), or any other competent regulatory or certification authority, access, subject to reasonable prior notice and during normal business hours, to its premises, products, parts, equipment, documents, records, data, processes, procedures and any other elements necessary to conduct inspections or audits and verify compliance of the Supplies with applicable regulatory requirements and related delegated acts.

The Supplier shall provide all reasonable cooperation necessary for the performance of such inspections and audits and shall ensure that its subcontractors grant CLAYENS, its customers and the competent Official Authorities equivalent rights of access and inspection under the same conditions.

All inspections and audits shall be conducted in compliance with the applicable safety, security and confidentiality requirements at the Supplier's premises.

Article 22 – Confidentiality

The supplier/subcontractor shall take all necessary measures to prevent any commercial or technical information relating to our Purchase Orders and invitations to tender from being disclosed, even inadvertently, to any third party.

This confidentiality obligation shall remain in force throughout the term of the Purchase Order and for a period of three (3) years thereafter.

The supplier/subcontractor shall indemnify and hold us harmless against any third-party claims relating to industrial property rights in respect of the items supplied by the supplier/subcontractor and undertakes, in the event of legal proceedings, to assume our defence and take our place in such proceedings.

Article 23 – Publicity

The supplier/subcontractor undertakes not to display, exhibit or otherwise present, in any form whatsoever, our products or any parts manufactured in accordance with our drawings, models or technical specifications, without our prior written authorisation.

Article 24 – Personal Data Protection and Information Security

The Supplier undertakes to comply with all applicable laws and regulations relating to the protection of personal data, including Regulation (EU) 2016/679 (the "GDPR"), as well as any applicable national data protection laws and regulations.

Where the Supplier processes personal data on behalf of CLAYENS, it undertakes to process such data solely on CLAYENS' instructions and exclusively for the purposes of performing the Purchase Order, and to implement appropriate technical and organisational measures to ensure the confidentiality, integrity and security of such data.

The Supplier further undertakes to ensure the confidentiality, integrity and availability of CLAYENS' information, data, documents and systems to which it has access in connection with the Purchase Order, and to implement appropriate security measures to prevent any unauthorised access, use, disclosure, loss, alteration or destruction.

The Supplier shall notify CLAYENS without undue delay, and in any event no later than twenty-four (24) hours after becoming aware thereof, of any personal data breach or security incident likely to affect CLAYENS' data, information or systems, and shall provide all assistance reasonably required by CLAYENS in this respect.

The Supplier shall ensure compliance with these obligations by its employees, subcontractors and any third party involved in the performance of the Purchase Order.

Article 25– Disputes

The Supplier and CLAYENS shall endeavor to resolve amicably any dispute relating to the interpretation or performance of the Orders, including any dispute concerning pricing.

If no amicable settlement is reached, either Party may propose recourse to mediation. Mediation may only be initiated with the express written agreement of both Parties, which must be given within eight (8) calendar days following receipt of the mediation proposal. If no such agreement is reached within this period, the mediation proposal shall be deemed rejected.

No mediation proceedings may be initiated unilaterally under this Article. Subject to any mandatory provisions of applicable law, any unilateral proposal or initiative to mediate shall not modify, suspend, interrupt or extend any time limits applicable to judicial proceedings or legal remedies.

Recourse to mediation shall remain optional and shall not limit either Party's right to bring proceedings before the competent court in accordance with Article 28.

Article 26 – Termination

CLAYENS may terminate, as of right, all or part of the Purchase Order by notice to the Supplier by registered letter with acknowledgement of receipt, in the following cases:

- in the event of the Supplier's breach of any of its contractual obligations, in particular with respect to performance, quality or compliance with delivery deadlines, or where it becomes apparent that the Supplier is unable to fulfil its commitments, ten (10) days after receipt of a formal notice sent by registered letter with acknowledgement of receipt which has remained unremedied;
- in the event of the opening against the Supplier of safeguard, judicial reorganisation or judicial liquidation proceedings, subject to any mandatory applicable legal provisions;
- where the Supplier's failure to perform its obligations as a result of a force majeure event continues for more than thirty (30) days or makes the performance of all or part of the Purchase Order permanently impossible;
- in the event of a change of control of the Supplier's share capital by a company competing with CLAYENS, or in the event of a significant change in the Supplier's industrial organisation likely to compromise the proper performance of the Purchase Order, subject to thirty (30) days' prior notice.

Termination, irrespective of the grounds thereof, shall not prevent, as applicable:

- the application of late delivery penalties or any other contractually applicable penalties;
- the reimbursement of any down payments or advances paid to the Supplier in respect of the unperformed part of the Purchase Order;
- the return, at CLAYENS' request, of any document, tooling, equipment, component or other item belonging to CLAYENS;
- CLAYENS from exercising any rights or remedies available to it and seeking full compensation for all losses and damages suffered as a result of the Supplier's breaches.

Termination shall not deprive CLAYENS of any other rights or remedies available to it under the Purchase Order or applicable laws and regulations.

Article 27 – Force Majeure

In the event of a force majeure event, neither Party shall be liable for any failure or delay in the performance of its contractual obligations under the Purchase Order, to the extent that such failure or delay directly results from such event.

A force majeure event shall mean any event beyond the reasonable control of the Party invoking it, which could not reasonably have been foreseen at the time of acceptance of the Purchase Order, the effects of which cannot be avoided or overcome by appropriate measures, and which effectively prevents the performance of the obligation concerned.

In particular, with respect to the Supplier, the following shall not constitute force majeure events: technical or manufacturing incidents or difficulties, of whatever nature; equipment breakdowns; strikes or industrial action exclusively affecting the Supplier; or delays, failures or unavailability of the Supplier's suppliers or subcontractors, where such events fall within the Supplier's organisation or supply chain management.

No event, including a force majeure event, may be invoked to justify or extend a delay that had already occurred prior to the occurrence of such event and was not itself attributable to force majeure.

The Party seeking to rely on a force majeure event shall notify the other Party in writing within a maximum period of seventy-two (72) hours from the occurrence of, or from becoming aware of, the event. Such notice shall specify the nature of the event, its foreseeable consequences on the performance of the Purchase Order and, to the extent possible, its estimated duration. The affected Party shall take all measures reasonably necessary to mitigate the effects of the event and resume performance of its obligations as soon as possible.

If the force majeure event continues for more than three (3) months and continues to prevent the performance of all or part of the Purchase Order, either Party may terminate the Purchase Order as of right by written notice to the other Party, without either Party being entitled to compensation. In the event of termination, the Parties shall settle their respective accounts based on the duly substantiated status of performance of the Purchase Order as at the effective date of termination.

Where the suspension does not exceed three (3) months or, beyond such period, where no termination has occurred, the affected Party shall inform the other Party in writing of the resumption of performance of the Purchase Order and the conditions under which such performance may continue.

The occurrence of a force majeure event shall under no circumstances release either Party from performing its obligations that are not affected by the relevant event.

Article 28 – Governing Language and Applicable Law and Jurisdiction

These GTCs are drawn up in French, English and German. In the event of any discrepancy and/or difference in interpretation between the three versions, the French version shall prevail.

These General Terms and Conditions of Purchase, as well as any Purchase Order issued pursuant thereto, shall be governed by and interpreted in accordance with the following rules:

- where the CLAYENS Group company that issued the Purchase Order or entered into the contract with the Supplier is established in the EMEA region (Europe, Middle East and Africa), these General Terms and Conditions of Purchase and the Purchase Order shall be governed by French law, to the exclusion of its conflict-of-laws rules;
- where the CLAYENS Group company that issued the Purchase Order or entered into the contract with the Supplier is established in North America, these General Terms and Conditions of Purchase and the Purchase Order shall be governed by the laws of the State of Delaware (United States), to the exclusion of its conflict-of-laws rules.

Any dispute relating to the validity, interpretation, performance or termination of these General Terms and Conditions of Purchase or of any Purchase Order issued pursuant thereto shall be subject to the exclusive jurisdiction of:

- the competent French courts, where the relevant CLAYENS Group company is established in the EMEA region; or
- the competent courts of the State of Delaware, where the relevant CLAYENS Group company is established in North America, including in the event of multiple defendants, third-party proceedings or ancillary claims.