

ASTROS - General Conditions of Purchase and Procurement (GCPP)

Article 1 - Definitions These General Conditions of Purchase and Procurement (GCPP) define key terms as follows:

- **Purchaser:** ASTROS, acting as the authorized buyer from the Supplier.
- **Order:** All contractual documents related to the Supply, including:
 1. The order form.
 2. Specific conditions and their appendices.
 3. The GCPP.
 4. Any Supplier-drafted documents incorporated by the Purchaser.
- **Party and Parties:** Either the Purchaser or the Supplier individually, and both collectively.
- **Supplier:** The individual or entity chosen by the Purchaser to fulfill the Order.
- **Supply:** Any goods, products, or equipment, along with any associated documents and installation operations.

Article 2 - Contractual Documents The GCPP take precedence over the Supplier's General Conditions of Sale unless explicitly stated otherwise in the Order. The Supplier acknowledges the GCPP by responding to tenders or quotes, and by beginning the Order, accepts its terms unreservedly. Modifications to the GCPP must be mutually agreed in writing and apply only to the specified Order. Verbal agreements are ineffective until confirmed in writing.

Article 3 - Acceptance of the Order - Absence of Exclusivity All Orders must be in writing. The Parties agree that all Order-related communications and notices may be conducted electronically, as per Article 1369-1 of the French Civil Code. Acceptance of an Order does not grant the Supplier exclusivity.

Article 4 - Modifications of the Supply The Purchaser can request modifications to the Supply. The Supplier must promptly inform the Purchaser of any changes to delivery dates, costs, or other effects on the Order resulting

from these modifications. Such modifications require a written amendment to the Order.

Article 5 - Delivery Deliveries shall be made Ex-Works unless otherwise specified in the Order. The Supplier is responsible for appropriate packing to prevent damage during transport and handling. Adherence to delivery schedules is crucial. Any foreseeable delays must be immediately communicated to the Purchaser. Delays may incur penalties, which can be deducted from payments owed to the Supplier.

Article 6 - Acceptance of the Supply

Acceptance of the Supply occurs after the Purchaser verifies its conformity to the Order and receives all required documents. If the Supply is rejected, it remains at the Supplier's risk and expense. The Supplier must repair or replace rejected items promptly.

Article 7 - Transfer of Ownership and Risks

Ownership transfers upon delivery or proportional to payments made prior to delivery. The Supplier must identify and isolate the Supply deliverable under the Order to avoid confusion with other stocks.

Article 8 - Price Prices stated in the Order are fixed lump sums unless specified otherwise. Prices include all costs related to production, packing, loading, transport, and handling. They are fixed, non-revisable, and exclusive of VAT. The Supplier bears all customs duties, taxes, and fees unless otherwise provided.

Article 9 - Invoicing and Payment Terms

Invoices must be sent in duplicate to the address specified in the Order and include the Order number and references. Payments are made within 60 calendar days from the invoice date, provided the Supply is duly performed and accepted. Payments do not affect the Purchaser's right to dispute charges.

Article 10 - Guarantees The Supplier guarantees full rights over the Supply and its conformity to specifications. The Supply must be

free of defects for at least 24 months from delivery. Any replacement or repair under warranty restarts a new 12-month warranty. The Supplier ensures the availability of spare parts for five years from delivery.

Article 11 - Quality The Purchaser can conduct quality controls at the Supplier's production sites with three days' notice. This does not reduce the Supplier's liability. The Supplier must provide traceability information upon request.

Article 12 - Health, Safety, and Environment The Supplier must adhere to all health, safety, and environmental regulations applicable at the Purchaser's premises and in relation to the Supply.

Article 13 - Liability and Insurance The Supplier is fully liable for the Order's performance and must have adequate insurance coverage, including General Public Liability and Product Liability, for a minimum of 10 million Euros. The Supplier must provide insurance certificates before starting the Order.

Article 14 - Force Majeure Neither Party is liable for non-performance due to force majeure as defined by French Courts. The affected Party must notify the other immediately and minimize adverse effects. Strikes by the Supplier's employees do not constitute force majeure.

Article 15 - Transfer of Order - Subcontracting The Order cannot be transferred to third parties without written consent from the Purchaser. Subcontracting requires prior written consent, and the Supplier remains liable for the Order's execution.

Article 17 - Intellectual Property Rights - Infringement The Supplier transfers all intellectual property rights related to the Order to the Purchaser. The Supplier guarantees against any third-party claims of infringement and must replace or modify the Supply to avoid such claims.

Article 18 - Standards on Health and Environment The Supplier must comply with all applicable health, safety, and environmental standards, including the European REACH Regulation.

Article 19 - Ethics - Purchaser's Code of Conduct The Supplier must adhere to the Purchaser's ethical principles and applicable laws, ensuring subcontractors do the same.

Article 20 - Confidentiality All exchanged information must be kept confidential for ten years after the Supply's delivery unless otherwise specified.

Article 21 - Reference to Purchaser's Brands The Supplier cannot use the Purchaser's brands without prior written permission.

Article 22 - Applicable Law and Settlement of Disputes The Order is governed by French law. Disputes with EU-based Suppliers are settled in the Commercial Court of Pontoise, France. Disputes with non-EU Suppliers follow ICC ADR Rules, with arbitration in Paris, France.