

## Terms and Conditions of Purchase

### 1. GENERAL PROVISIONS

These General Purchasing Conditions (hereinafter, the "GPC") govern any supply of goods and/or services as well as their associated documentation (hereinafter, the "SUPPLIES") agreed between Air Liquide Advanced Technologies, which has its registered office located at: 75, Quai d'Orsay - 75007 Paris and having a place of business located at 2 rue Clémencière, 38360 Sassenage, France (hereinafter, "AL-aT") and any company proposing or undertaking to sell such SUPPLIES (hereinafter, the "SUPPLIER"). AL-aT and the SUPPLIER may be designated individually as "Party" or collectively as the "Parties".

The Parties acknowledge that the present GPC have been expressly reviewed and discussed during a negotiation phase. Accordingly, unless otherwise agreed by the Parties, acceptance by the SUPPLIER of a purchase order issued by AL-aT as set forth in Article 3 of the present GPC (hereinafter, the "PURCHASE ORDER") shall be deemed to constitute an agreement by the SUPPLIER to be bound by these GPC and any other agreed conditions as described in the relevant PURCHASE ORDER (hereinafter, the "PARTICULAR CONDITIONS").

The following documents, listed in descending order of priority in case of conflict or discrepancies, constitute the entire agreement of the Parties (hereinafter, the "CONTRACT"):

- The PURCHASE ORDER, including any applicable documentations referred therein and PARTICULAR CONDITIONS;
- The present GPC;
- The SUPPLIER's offer (exclusive of SUPPLIER's general sales conditions referred or included therein, if any).

### 2. DEFINITION OF THE SUPPLIES

The SUPPLIES are defined in the PURCHASE ORDER and associated documents enclosed with it, such as drawings, design or reports. Shall be considered as SUPPLIES the specific tools, model, mold, software and equipment developed to manufacture the SUPPLIES.

The SUPPLIES must be accompanied by the documentation required for their installation, proper use, storage and maintenance. All documentation accompanying the SUPPLIES shall indicate the relevant PURCHASE ORDER number, the title of the document, the SUPPLIER's name as well as any information required under any applicable laws.

For the execution of the CONTRACT, applicable laws shall not only mean the law of the CONTRACT as agreed by the Parties under Article 26, but all compulsory applicable laws and regulations, relevant professional standards, certifications and regulations, applicable for the performance of the CONTRACT by the SUPPLIER and in force in the countries where the SUPPLIES are manufactured, assembled, stored, shipped, delivered and used, as well as the laws and regulations in France and European Union (hereinafter, the "APPLICABLE LAWS").

The SUPPLIES must be compliant with all specifications prescribed under the CONTRACT, APPLICABLE LAWS, current applicable technical standards (in particular CE standards) and be manufactured, stored and supplied according to the best applicable practices and professional standards. In particular, without this being exhaustive, the SUPPLIER undertakes, for the performance of the CONTRACT, to comply with current applicable social, safety and environmental regulations.

The SUPPLIER's obligation to deliver the SUPPLIES in accordance with all specifications prescribed under the CONTRACT shall be considered a material obligation and does not exonerate it from its duty of advice in defining and fulfilling its obligations, in particular having regard to the use for which the SUPPLIES are intended.

It is the SUPPLIER's sole responsibility to request in writing any clarification that may be needed from AL-aT and obtain such clarification prior to pursuing any relevant part of the CONTRACT. Without prejudice to the mechanism set forth under Article 11, AL-aT is entitled to issue to the

SUPPLIER additional documents and/or revised documents during the execution of the CONTRACT in order to adjust, clarify or complete a PURCHASE ORDER and facilitate the performance of the CONTRACT by the SUPPLIER. The latter shall then review such additional and/or revised documents within seven (7) days and provide its comments or questions if it seems needed. Under common agreement of the Parties, the additional and/or revised documents shall be considered as part of the CONTRACT.

Participation of AL-aT in defining specifications, giving recommendations or information, comments or validations in particular in relation to drawings, shall not release the SUPPLIER from any of its obligations under the CONTRACT.

### 3. FORMATION OF THE CONTRACT

The SUPPLIER, as a skilled professional with specific competence and expertise, is deemed to have assessed correctly all the conditions of the CONTRACT and have fully taken into account their nature, importance and specificities before performing the CONTRACT. The SUPPLIER must therefore ensure, before acknowledging receipt of a PURCHASE ORDER, that it is actually in possession of the present GPC and any applicable contractual documentation expressly referenced in the PURCHASE ORDER, such as, but in a non-exhaustive manner, plans, specifications or quality requirements. Otherwise, the SUPPLIER shall request without delay such GPC and applicable documentation from AL-aT.

The effective date of the CONTRACT shall be the earliest of the following events:

- Receipt by AL-aT of a PURCHASE ORDER acknowledgement dated and signed by the SUPPLIER without any reservations or modifications;
- Commencement of execution of the PURCHASE ORDER by the SUPPLIER;
- Counter signature by the SUPPLIER of the PURCHASE ORDER with approval of its content;
- Provided that the GPC has already been signed by the SUPPLIER, expiration of an eight (8) business day period following the date of the PURCHASE ORDER and provided that no reservations have been expressed by the SUPPLIER within that period.

AL-aT has a right to freely cancel or modify the PURCHASE ORDER prior to the effective date of the CONTRACT. In that case, and to the extent possible,

AL-aT shall make its best effort to quickly inform the SUPPLIER but shall in no case bear any liability for such cancellation or modification.

Formalization of the CONTRACT in the form prescribed above supersedes and replaces any prior communication and agreement between AL-aT and the SUPPLIER in connection with the subject matter of such CONTRACT.

Any reservation made by the SUPPLIER with regard to the content of the CONTRACT, in particular with regard to the content of the PURCHASE ORDER, shall be considered as a refusal of such PURCHASE ORDER by the SUPPLIER. In such an event, and to the extent the Parties are willing to do so, the Parties shall meet in order to agree on new and more adequate conditions. In case of agreement, AL-aT shall place another PURCHASE ORDER which shall include the agreed modifications, and the CONTRACT shall be formalized in accordance with the process described hereinabove.

Once the CONTRACT is effective, the SUPPLIER shall perform its obligations with the best skills, care, diligence, endeavors and good faith and execute the CONTRACT in a professional manner in accordance with sound engineering, state-of-the-art practice and the highest standards of workmanship known for similar kind of work. The SUPPLIER shall maintain all authorizations, licenses and permits to manufacture and sell the SUPPLIES in compliance with all APPLICABLE LAWS.

Unless otherwise agreed, the provisions set out therein shall apply *mutatis mutandis* to any amendment of the CONTRACT.

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#### 4. **PRICES**

The prices stated in the PURCHASE ORDER are fixed, firm, final and exclude VAT (Value Added Taxes), unless otherwise stipulated in the CONTRACT. They include all costs and expenses induced by the SUPPLIER for the performance of the CONTRACT, in particular, pre-packing inspections, assignment of any intellectual property rights resulting from the CONTRACT (in particular assignment of the FOREGROUND and, where applicable, the license under the BACKGROUND), appropriate packaging for carriage and storage as well as the shipment costs in accordance with the terms of the CONTRACT.

The SUPPLIER confirms that such prices are fair, reasonable and negotiated in good faith between the Parties in consideration of the SUPPLIER's obligations under the CONTRACT.

The SUPPLIER is liable for, and shall pay all taxes, impositions and other charges imposed or rendered necessary by the CONTRACT, unless AL-aT provides valid exemption certificates.

#### 5. **PAYMENT CONDITIONS**

Invoices must be issued in one (1) English or French single copy and must be sent at the following postal address:

**Air Liquide Advanced Technologies - Service Comptabilité Fournisseurs - 2, rue de Clémencière - 38360 Sassenage, France.**

Invoices may alternatively or cumulatively be sent by electronic mail at the following mail address: [fralat-invoice@airliquide.com](mailto:fralat-invoice@airliquide.com).

Without prejudice to any references required under APPLICABLE LAWS, any invoice must state the number and date of the invoice, the number(s) of the relevant PURCHASE ORDER(s), a complete description and quantities of the SUPPLIES, the numbers and dates of the delivery notes to which they relate, the payment due date, the amount to be paid (with VAT provided separately) as well as the SUPPLIER's bank details.

Unless otherwise stated in the applicable PARTICULAR CONDITIONS, invoices are payable by bank transfer within thirty (30) days, end of the month, as from the date of issuance of the invoice, subject to the fulfillment by the SUPPLIER of all of its contractual obligations and receipt by AL-aT of such invoice within five (5) business days following date of issuance of the invoice.

Unless otherwise agreed by the Parties, any anticipated or partial invoicing may be rejected by AL-aT, in such a case, the invoice shall be considered null and void.

Payment made by AL-aT shall not be considered as a formal acceptance of the related SUPPLIES and shall not release the SUPPLIER from its obligations under the CONTRACT.

AL-aT may, in particular, after written notification sent through registered letter with acknowledgment of receipt, suspend the payment of invoices in case of non-delivery of all the necessary contractual documentation such as the certificates of origin, but also in case of non-delivery or non-compliance of the SUPPLIES with the specifications of the CONTRACT, without AL-aT incurring any late payment penalties in such circumstances.

The Parties acknowledge that the effective date of payment by AL-aT shall be the date on which AL-aT's account is debited.

In the event of late payment, AL-aT shall be liable for late-payment penalties equal to 3 times the French legal interest rate in force and a forty (40) euros fixed fee to compensate any recovery costs incurred. The payment of such penalties shall be exclusive of any other claim to which the SUPPLIER may be entitled under the CONTRACT or APPLICABLE LAWS.

Any assignment or delegation by the SUPPLIER of any debt obligation or claim in relation to the invoices to a factoring company or any third parties shall be notified in advance to AL-aT.

#### 6. **FORCE MAJEURE**

Within the context of this CONTRACT, a force majeure event shall be considered as an event affecting a Party, which (i) occurs after the effective date of the CONTRACT, (ii) was not reasonably foreseeable by the affected Party, (iii) could not have been prevented, avoided or overcome with commercially reasonable efforts by the affected Party, (iv) does not result from the negligence or fault of the affected Party, (v) is outside the control of the affected Party, and (vi) which prevents, hinders or delays the affected Party to perform its obligations under the CONTRACT.

Provided the above criteria are fully met, are considered as force majeure events: acts of God (such as epidemic, pandemic, tidal wave, earthquake, hurricane, consequences of COVID-19 or similar virus as well as their variants), hostilities or acts of war, acts of terrorism, sabotage, riots, civil or military disturbances. It is agreed that a strike shall be considered as a force majeure event only if the affected Party is able to prove, in writing, that such strike was unforeseeable and unavoidable.

Force majeure does not include insolvency of either Party or their subcontractors, currency fluctuations or economic downturns. Likewise, it does not include any events making the performance of the CONTRACT technically more difficult, requesting more human resources or financially more expensive than originally contemplated by the affected Party, but not entirely preventing the performance of its obligations by the concerned Party.

The event of force majeure suffered by one of the Parties must be brought to the knowledge of the other Party in writing with all the appropriate evidence and a mitigation action plan within a period of five (5) business days following its occurrence. In case of non-compliance with such requirements, the affected party waives its right to benefit from the present provision.

In case of strict compliance with the present provision, the affected Party is eligible for an extension of time necessary to perform its obligations under the CONTRACT, limited to the duration of the force majeure event, being understood that each Party bears its own costs resulting from such event, and that any other provisions of the CONTRACT shall remain unchanged.

The Party prevented, because of the occurrence of a force majeure event, from fulfilling all or part of its obligations under the CONTRACT, shall take all appropriate measures to mitigate the consequences of the event of force majeure, regularly report the status and effect of such an event to the other Party, and make its best efforts and use commercially reasonable endeavors, at its own costs, to accelerate the execution of its obligations, in order to meet any CONTRACTUAL DEADLINE (as defined under Article 7) as initially set in the CONTRACT.

If any of such events affect only a part of the SUPPLIER's capacity to perform the CONTRACT, the SUPPLIER shall have the right to allocate production and deliveries among all of its customers in such a manner as the SUPPLIER considers to be fair and equitable.

In the event that the duration of a force majeure event, as defined above, exceeds one (1) month as of the date of its occurrence, AL-aT may terminate the CONTRACT without delay through simple notice and without any compensation being due to the SUPPLIER.

#### 7. **TIME IS OF THE ESSENCE – LATE DELIVERY PENALTIES**

Compliance by the SUPPLIER with the delivery dates as prescribed in the CONTRACT (in particular in the PURCHASE ORDER) or any agreed contractual time schedule (hereinafter, the "CONTRACTUAL DEADLINES") shall be considered a material obligation of the SUPPLIER under the CONTRACT and the SUPPLIER recognizes that is of a paramount importance for the industrial and commercial success of AL-aT vis-à-vis its own customers.

In consequence, acceptance of PURCHASE ORDER implies, for the SUPPLIER, an irrevocable commitment to comply with all CONTRACTUAL DEADLINES as set forth in the applicable contractual documentation, within the limits of Article 6.

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Except as otherwise specified in the CONTRACT, the SUPPLIER shall deliver the SUPPLIES's related documentation together with the SUPPLIES.

The SUPPLIER shall keep AL-aT informed of the progress of the CONTRACT performance on a regular basis. In particular and without prejudice to Article 26, the SUPPLIER shall notify AL-aT of any matter that may jeopardize compliance with any CONTRACTUAL DEADLINES and keep AL-aT informed, when necessary, of measures adopted in order to mitigate the consequences of any delay. In any event, non-compliance with any of the CONTRACTUAL DEADLINES shall result in the application of late-delivery penalties, which become due and payable, as of right, on the first day following the date of a relevant CONTRACTUAL DEADLINE.

Except where PARTICULAR CONDITIONS are stipulated in the CONTRACT, and without prejudice to other damages or remedies that AL-aT may be entitled to under the CONTRACT or APPLICABLE LAWS, late delivery penalties are independent and each penalty shall amount to 1 % of the total CONTRACT price (excluding of taxes) per week of delay for the first two weeks of delay, and 2.5 % for any additional week of delay, provided that any week already started shall be due in its entirety. Late delivery penalties can be cumulated provided that the total cumulative amount of penalties shall never exceed 12% of the total CONTRACT price (excluding taxes).

The payment of penalties to AL-aT under the present provision shall not relieve the SUPPLIER from its obligations under the CONTRACT. If the SUPPLIER's obligation to pay for such penalties becomes unenforceable for any reason, AL-aT shall be entitled to claim damages before judicial court without prejudice to the provisions of Article 23.

Late delivery penalties shall be first paid by deduction of any sum payable by AL-aT to the SUPPLIER, which shall establish a corresponding credit note.

## 8. CARRIAGE - DELIVERIES

Packaging including marking shall be made in accordance with the specifications of the CONTRACT and APPLICABLE LAWS. They shall include, if necessary, relevant instructions, and ensure sufficient protection so that the SUPPLIES avoid suffering any damage during transportation and/or storage operations.

Any SUPPLY damaged during transportation shall be returned to the SUPPLIER and any cost related to transportation, repair, installation and possible further tests shall be borne by the SUPPLIER.

The SUPPLIER shall be responsible to label specifically packages that contain hazardous or potentially harmful products in accordance with the laws and regulations applicable to that matter such as EC Regulation 1907/2006 (hereinafter, "REACH").

Until delivery, the SUPPLIES shall be stored by the SUPPLIER in secured custody and the SUPPLIER shall ensure control, preservation and maintenance of such SUPPLIES. Upon AL-aT's request, and at the end of each year, the SUPPLIER shall provide information on its inventory.

The SUPPLIES shall be delivered under the sole responsibility of the SUPPLIER in consideration of the applicable Incoterms.

The continuous compliance with APPLICABLE LAWS from the place of departure to the delivery site, as regards the selection of the means of transportation, loading, and off-loading, shall be carried out at costs, risks and liability of either Party in accordance to the applicable Incoterms.

Unless otherwise stipulated in the CONTRACT, the SUPPLIES must be delivered at place, (i.e., DAP) according to the Incoterms ICC 2020, at the place of delivery and on the delivery dates indicated in the CONTRACT.

Subject to a written notice sent five (5) business days before the agreed date of delivery, the SUPPLIES shall be stored free of charge for a period that will not exceed ninety (90) consecutive days. In such a case, the

CONTRACTUAL DEADLINES shall be adjusted through a request for a change in the CONTRACT in accordance with Article 11.

It is the SUPPLIER's responsibility to subscribe at its expense, insurance policies covering, in particular, the storage (at the SUPPLIER's premises or any third-party premises), the transport of the SUPPLIES, and the SUPPLIES themselves, insured at their replacement value.

The SUPPLIES must be accompanied by a delivery note with indication, as a minimum, of the complete references of the PURCHASE ORDER, AL-aT's reference, delivery address, the quantity and the description of the physical SUPPLIES delivered and of all the technical and administrative documents set out in the CONTRACT.

In particular, and when necessary, the SUPPLIER shall provide AL-aT with all documents and data required to carry out import customs formalities, such as the shipping invoice, indicating, as a minimum, the gross and net weight, quantity and description of the SUPPLIES, the PURCHASE ORDER number, the custom code, value of the SUPPLIES and origin of the SUPPLIES.

In accordance with the applicable Incoterms, if the delivery does not take place at the agreed delivery site and/or by the CONTRACTUAL DEADLINE, and/or if the unloading cannot take place due to an event attributable to the SUPPLIER, all resulting costs and risks shall be borne by the SUPPLIER.

AL-aT reserves the right to refuse any extra, early or partial delivery which would not comply with the stipulations of the CONTRACT.

The same shall apply for deliveries with weight, dimension and/or packaging unusual or non-standard for transportation, when AL-aT has not granted to the SUPPLIER its authorization to deliver.

Any return decided by AL-aT shall be at the expense and risk of the SUPPLIER. In the event of early delivery accepted by AL-aT, only the delivery date on the PURCHASE ORDER shall be taken into account for the calculation of the invoice and related payment due date.

No delivery at AL-aT's Sassenage site shall be received outside of the following days and times: Monday, Tuesday, Wednesday, Thursday and Friday from 8.00 to 12.00 and 13.30 to 16.00, excluding French public holidays or closure of the AL-aT's site. For any other place of delivery stated in the PURCHASE ORDER, the SUPPLIER shall request from AL-aT a specific timeframe for delivery.

## 9. ACCEPTANCE

The purpose of the acceptance procedure is to ensure that the SUPPLIES, as delivered, comply with all terms and specifications of the CONTRACT, notably with regard to quantity, quality, technical specifications and performance.

Except as otherwise stated in the PARTICULAR CONDITIONS, the acceptance procedure occurs at the place of delivery, is performed either by AL-aT and/or the SUPPLIER at their respective costs and risks provided that formal acceptance of the SUPPLIES shall only be granted by AL-aT and/or any of its authorized agents.

In the event of a non-compliance of the SUPPLIES, notified by AL-aT to the SUPPLIER, and without prejudice to the provisions of Article 23, AL-aT may, where appropriate, (i) accept the SUPPLY in its current condition with a price reduction; (ii) ask the SUPPLIER to fix the non-compliant SUPPLIES, directly at AL-aT's site or any other appropriate site indicated by AL-aT, at its own expense and risk, within fifteen (15) days from AL-aT's notification and without such process affecting the CONTRACTUAL DEADLINES; (iii) ask the SUPPLIER to replace the non-compliant SUPPLY; (iv) remedy by itself the non-compliance or have it remedied, at the expense and risk of the SUPPLIER, and without prejudice to any rights or remedies that AL-aT may be entitled to.

Unless such non-compliance is proved to be AL-aT's direct fault, the SUPPLIER shall bear all costs and risks induced by the correction, replacement or reparation of the SUPPLIES, including all costs incurred by

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AL-aT as a result of such non-compliance.

Where appropriate, the non-compliant SUPPLY shall be returned at the expense and risk of the SUPPLIER, unless the latter confirms in writing its commitment to pick up the SUPPLY within a reasonable time at its expense and risk. Pending formal acceptance, the SUPPLIES are considered not delivered and therefore subject to application of late delivery penalties as per Article 7.

Without prejudice to any other rights or remedies that AL-aT may be entitled to under APPLICABLE LAWS, AL-aT may apply specific contractual penalties as a result of the non-compliance of the SUPPLIES with the specifications of the CONTRACT, provided that such provision and mechanism are expressly set out in the PARTICULAR CONDITIONS.

Acceptance of the SUPPLIES by AL-aT shall not release the SUPPLIER from its remaining obligations under the CONTRACT.

#### 10. FREE ISSUED ITEMS

In case of provision by AL-aT, to the benefit of the SUPPLIER, of tools, goods and/or raw materials useful to the execution the CONTRACT (hereinafter, the "Free Issued Items"), the stipulations included in the PARTICULAR CONDITIONS shall apply.

#### 11. CHANGES

Both Parties are entitled to request a change to the CONTRACT, notably in order to adjust the technical specifications of the SUPPLIES.

Such request for a change shall be promptly notified in writing to the other Party and provide a description of the intended modifications and their purpose.

If such change is requested by the SUPPLIER, it shall contain a duly supported proposal detailing the impacts of the requested change on the SUPPLIES as well as on the prices and CONTRACTUAL DEADLINE, and AL-aT shall within a reasonable time review such proposal and provide its response.

If such a change is requested by AL-aT, the SUPPLIER shall have seven (7) days from the date of notification to review the request and, in the same manner, submit to AL-aT a duly supported proposal detailing the impacts of the requested change on the SUPPLIES as well as on the prices and CONTRACTUAL DEADLINES.

Each Party shall bear its own costs for the preparations related to a request for changes (e.g., costs incurred for the establishment of the notification, the detailed proposal or the review of such proposal etc.).

It is understood that no change may be made to the SUPPLY without such change having been formalized by a written amendment to the CONTRACT, duly signed by both Parties.

It is further understood that in no event the execution of the CONTRACT shall be slowed down or interrupted due to any dispute between the Parties arising from a change request.

The Parties agree to apply only the provisions set forth herein for any adjustment to the CONTRACT, including when caused by adverse events or changed circumstances, regardless of any other rights the Parties may be granted pursuant to APPLICABLE LAWS.

#### 12. WARRANTY

Without prejudice to any applicable warranties under APPLICABLE LAWS, the SUPPLIER warrants that the SUPPLIES are free from defects or deficiencies such as, but in non-exhaustive manner, defects in design, construction, workmanship, material and mechanical and functional performance.

The SUPPLIER also warrants that the SUPPLIES comply with the terms of the CONTRACT, notably with regards to the specified functional

characteristics, magnitude and expected fitness for purpose.

The SUPPLIER further warrants that the SUPPLIES are new, and include new components of high-quality materials, and are exempt from any rights or privileges of any third-party.

Unless otherwise provided in the PARTICULAR CONDITIONS, the SUPPLIER undertakes, for a period of twenty-four (24) months from the acceptance of the SUPPLY (within the meaning of Article 9), to repair, replace or correct (with regard to services), at its own expense and risks within a period of fifteen (15) calendar days from the written defect notice issued by AL-aT, any component or part of the SUPPLY deemed as defective, and without prejudice to any compensation that AL-aT may be entitled to. The decision to repair, replace or correct a SUPPLY shall be agreed between the Parties. In the absence of repair or replacement by the SUPPLIER, or in the absence of agreement between the Parties within this period of time or any other period agreed by the Parties, AL-aT may, at its choice, repair the defect by itself or mandate a third party to repair it, at the SUPPLIER's expense and risks.

Any component or part of the SUPPLY modified, repaired or replaced, shall be covered by a warranty with the same scope and duration as the initially agreed warranty terms, as of the date of replacement or reparation of such SUPPLY.

If, during the time period between the notification of the defect and the effective replacement or reparation date of the SUPPLY, such SUPPLY was unavailable or unusable, the warranty period of said SUPPLY shall be extended for a number of days equal to the number of days of unavailability or non-operation of the SUPPLY.

This Article 12 shall survive the expiration or termination of the CONTRACT.

#### 13. ON-SITE INTERVENTION - SAFETY

In case of on-site interventions, the SUPPLIER shall comply with all applicable legal and regulatory requirements as well as applicable on-site safety instructions and hygiene and safety prevention plan provided by AL-aT, its subcontractors or customers. For any intervention at one of AL-aT's sites, the SUPPLIER shall comply with the document M1-05-P21 - "HSE Specifications for External Companies working at AL-aT Sites".

More specifically, the SUPPLIER shall contribute to the elaboration of a prevention plan and to safety training sessions organized by AL-aT or its subcontractor or its customer. The SUPPLIER shall ensure that its employees, suppliers and subcontractors have attended regulatory trainings necessary in regard to the nature of their interventions, monitor and handle at its costs wearing of individual protection equipment by its employees, suppliers and subcontractors, and be vigilant to their safety and any other person under its authority. It shall inform its employees, suppliers and subcontractors of specific danger, take prevention measures and organization of work place.

SUPPLIER shall designate a representative that will have the charge of correct completion of SUPPLIES on-site. This representative shall have a sufficient professional experience of risks raised by SUPPLIER interventions so as such interventions be executed and performed in all necessary requested safety conditions. It shall take all measures leading to prohibit any employee to work solely in a place where he/she cannot be rescued quickly in case of an accident. SUPPLIER also agrees to obtain under its own responsibility and at its own costs all necessary authorization for completion of its obligation under the CONTRACT.

In addition, the SUPPLIER shall comply with all relevant safety provisions stipulated in the applicable PARTICULAR CONDITIONS.

AL-aT will regularly monitor and assess the SUPPLIER's compliance with the present provision.

#### 14. SPARE PARTS

Unless otherwise stipulated in the CONTRACT, the SUPPLIER undertakes for a period of ten (10) years from the formal acceptance of the SUPPLIES

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to provide spare part and/or consumables for the SUPPLY(IES). In the case where the original components are no longer available, the SUPPLIER shall indicate the equivalent replacement parts and how to obtain them.

### 15. TRANSFER OF TITLE

Titles on the SUPPLIES shall be transferred to AL-aT at the delivery of the SUPPLIES.

Titles on the FOREGROUND, as defined under Article 18, shall be transferred to AL-aT as they are generated.

The SUPPLIER waives the right to rely on any retention of title clause stipulated in any of the SUPPLIER's documents, or any retention of title right granted under APPLICABLE LAWS.

The SUPPLIER certifies that the SUPPLIES are free and clear from any liens, claims or any other encumbrances.

If, for any reasons, the SUPPLIES are still in the hand of the SUPPLIER after their titles have been transferred to AL-aT, the SUPPLIER shall label AL-aT's SUPPLIES as such and store them separately from its own inventory.

### 16. SUBCONTRACTING – ASSIGNMENT – CHANGE OF CONTROL

The SUPPLIER is not entitled to subcontract, transfer or assign all or part of its rights and obligations under the CONTRACT without obtaining AL-aT's prior written consent. If it is so authorized by AL-aT, a specific amendment to the CONTRACT shall be signed by the Parties.

AL-aT is entitled to transfer, delegate or assign all or part of its rights and obligations under the CONTRACT to any company belonging to Air Liquide Group.

Except as otherwise stated in the CONTRACT or approved in writing by AL-aT, the SUPPLIER shall ensure that any authorized subcontractor does not itself subcontract any part of its work scope.

It is understood that no subcontracting between the SUPPLIER and its subcontractor shall create any contractual relationship between AL-aT and such subcontractor.

In addition, the use of subcontractors shall not release the SUPPLIER from any of its obligations towards AL-aT and the SUPPLIER shall remain solely responsible toward AL-aT and liable for compliance with the CONTRACT by its subcontractors.

It is the SUPPLIER's duty to guarantee the responsibility for the work performed by its subcontractors and to ensure that the subcontracting agreement preserves AL-aT rights under the CONTRACT including without limitation the assignment of FOREGROUND to AL-aT pursuant to Article 18.

Would a breach of CONTRACT occur for reasons attributable to a subcontractor which had not been formally authorized by AL-aT, the SUPPLIER shall be liable to AL-aT, irrespective of any limitation of liability provision that may have been agreed in the CONTRACT. The SUPPLIER shall defend, indemnify and hold AL-aT and its insurer harmless from and against any claim raised by subcontractors in relation to the CONTRACT.

In the event of any change in the control of the SUPPLIER ("control" being understood within the meaning of the ownership of more than 50% of the voting rights), the SUPPLIER shall notify AL-aT in writing at least thirty (30) days prior to the occurrence of such change of control and AL-aT shall be entitled at its own discretion, and on single notice, to terminate the CONTRACT without compensation to the SUPPLIER.

### 17. INSURANCE

The SUPPLIER undertakes to subscribe to insurance policies with a financially sound and reputable insurance company covering it against all

risks, liability and damages that it may incur or cause, with sufficient amount and scope relevant with regards to the context of the fulfillment of its obligations under the CONTRACT (including in particular third party liabilities such as products liability; professional liability; transportation, storage, counterfeiting; damage to environment; personnel damages; damages to goods, including the SUPPLIES and Free Issued Items).

Free Issued Items must be insured for their value declared by AL-aT on SUPPLIER request and against all risks or damage.

The SUPPLIER undertakes to provide AL-aT, upon request, with a copy of a valid insurance certificate for the duration of the CONTRACT.

The SUPPLIER undertakes to maintain such minimum insurance coverage for the entire duration of the CONTRACT and to notify AL-aT of any modification or cancellation of an ongoing insurance policy or of any change of insurer.

Any cost related to insurance policies subscribed by the SUPPLIER for the performance of the CONTRACT shall be included in the CONTRACT prices.

Moreover, within the limits authorized by law, the SUPPLIER waives any right of recourse against AL-aT and its insurers for any type of damage suffered during the performance of the CONTRACT, or by reason of its termination.

The provisions of this Article 17 shall not be construed or interpreted as limiting the SUPPLIER's liability.

This Article 17 shall survive the expiration or termination of the CONTRACT.

### 18. INTELLECTUAL PROPERTY

FOREGROUND shall mean any INTELLECTUAL PROPERTY RIGHTS resulting from SUPPLIER's performance of its obligations pursuant to the CONTRACT including as embodied in the SUPPLIES.

BACKGROUND shall mean any INTELLECTUAL PROPERTY RIGHTS not resulting from the execution of the CONTRACT and which the SUPPLIER is owner or legitimate holder, whether it exists before the acceptance of the CONTRACT or is generated after such date.

INTELLECTUAL PROPERTY RIGHTS means all rights, registered or not, including, patents, patent applications, trademarks, trademarks applications, copyrights and neighboring rights (including rights in software and databases and their accompanying documents and manuals), designs and models, sui generis rights of database producers, domain names, rights in legal names, trade names and brands, rights related to know-how, commercial and industrial secrets, all property rights attached to the above-mentioned rights or any form of similar protection worldwide, and the right to protect and enforce such rights.

Along with the performance of the CONTRACT, the SUPPLIER hereby assigns to AL-aT or any designees, for the entire world and for the duration of the legal protection of the INTELLECTUAL PROPERTY RIGHTS concerned all rights, title and interests under the FOREGROUND (and thus waives its rights in relation to such FOREGROUND) for exploitation, reproduction, representation, adaptation and translation of the FOREGROUND needed for the direct and indirect sale, import, export, maintenance and/or use of the SUPPLIES.

As a consequence, AL-aT is and shall be the sole owner of the FOREGROUND and the sole holder of all the FOREGROUND. It is the only one empowered to exploit the FOREGROUND as permitted by law, whatsoever the purpose or the destination, directly or indirectly, with or without charge, on a commercial or non-commercial basis or for promotional or advertising purposes. No one other than AL-aT and its designees has the right to register any Intellectual Property Rights related to the FOREGROUND.

The SUPPLIER undertakes (and warrants its agents, subcontractors, any successors and assignees to do so) not to exploit or use the

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FOREGROUND on its behalf or on behalf of third parties accordingly. The SUPPLIER acknowledges that AL-aT is not under any obligation to use and/or exploit the FOREGROUND.

The consideration for such assignment is included in the CONTRACT price as a final lump sum payment which the SUPPLIER accepts as good and reasonable consideration under APPLICABLE LAWS.

The SUPPLIER must notify AL-aT by written notice, as soon as any FOREGROUND is generated during the CONTRACT.

Each Party is responsible for making any payment due to its own inventors or authors and satisfies any related administrative formalities in accordance with the APPLICABLE LAWS.

The SUPPLIER hereby grants (and warrants its agents, subcontractors, any successors and assignees to do so) AL-aT or any designees, for the duration of the legal protection of the INTELLECTUAL PROPERTY RIGHTS concerned, an irrevocable, non-terminable, non-exclusive, worldwide, royalty free, sub-licensable license to copy and make full use for exploitation, reproduction, representation, adaptation and translation of the BACKGROUND needed for the direct and indirect use, sale, import, export, maintenance and/or use of the SUPPLIES by AL-aT or its designees and provided such BACKGROUND is legally or technically needed for such sale, import, export, maintenance and/or use of the SUPPLIES.

For the avoidance of doubt, whenever AL-aT or its designees use the said BACKGROUND for another purpose, the AL-aT or its designees must acquire the corresponding license from the SUPPLIER.

The license granted pursuant to this Article under the BACKGROUND does not intend to include the right to manufacture, or have manufactured, any system, product or process which put into practice the BACKGROUND concerned.

Upon request of AL-aT or its designees, the SUPPLIER shall (and warrants its agents, subcontractors, any successors and assignees to do so) immediately provide all information, undertake all acts and sign all the contractual, legal and administrative documents requested by AL-aT for the execution and enforceability of the provisions of this Article.

The SUPPLIER warrants (and warrants its agents, subcontractors, any successors and assignees to do so) that it is the owner of all INTELLECTUAL PROPERTY RIGHTS pertaining to any SUPPLIES and/or the FOREGROUND and BACKGROUND and/or that it has been granted all necessary and enforceable rights and licenses from third parties owning these INTELLECTUAL PROPERTY RIGHTS, and that the SUPPLIES and/or use of the FOREGROUND do not constitute an infringement of the SUPPLIER or any third party's rights, and that AL-aT and its designees can freely and legally use and exploit the FOREGROUND and SUPPLIES as set out in the CONTRACT.

The SUPPLIER shall indemnify AL-aT and its designees from and against any action, suit, claim or demand which may be brought against the AL-aT or its designees at any time from any source of alleged infringement of any INTELLECTUAL PROPERTY RIGHTS assigned and licensed under the CONTRACT. Each Party shall then cooperate fully in the defense of any action, suit, claim or demand, and shall provide all evidence in its control. It includes the obligation to the SUPPLIER to bear AL-aT costs and expenses due to recall of alleged illegal SUPPLIES or replace them.

The SUPPLIER is entitled at its own cost and expense, with prior approval of AL-aT, to eliminate the alleged infringement, by acquiring the necessary rights to the INTELLECTUAL PROPERTY RIGHTS on which such allegation, action, suit, claim or demand is based, and/or, also subject to prior approval from AL-aT, or by making alterations to the SUPPLIES as may be required to eliminate the alleged infringement, taking into account AL-aT's technical constraints and provided the functionality of the SUPPLIES is not impacted.

The above provisions do not affect AL-aT's right to assert other remedies provided for by the CONTRACT or under APPLICABLE LAWS.

The SUPPLIER is prohibited from integrating into the SUPPLIES any "free" or "open source" software code without having previously informed AL-aT, sent it a detailed list and functions of the relevant software (including the nominated applicable license) and obtain AL-aT's written approval in relation to each item of software before implementing them in the SUPPLIES and/or making these available for use by AL-aT.

This Article 18 shall survive the expiration or termination of the CONTRACT.

## 19. CONFIDENTIALITY

Confidential information shall mean any and all information such as but not limited to technical, scientific, financial, accounting, legal, strategic, administrative or business information, made available by, or on behalf of, a Party or its agents (hereafter, the "**Disclosing Party**") to the other Party or its agents (hereafter, the "**Receiving Party**") whether in writing or any other form, for the performance of the CONTRACT (hereinafter, "**CONFIDENTIAL INFORMATION**").

The content and the existence of the CONTRACT, the SUPPLIES, the FOREGROUND, the ECC Certificate filled in by the SUPPLIER shall be considered as AL-aT's CONFIDENTIAL INFORMATION under the CONTRACT.

For the duration of the CONTRACT and for ten (10) years from the date of its termination, for any reason, the following obligations shall apply:

The Parties agree and warrant (and warrant that their agents comply in the same manner) to hold the CONFIDENTIAL INFORMATION of the Disclosing Party in confidence, secret and strictly to limit their communication to their employees who (A) have a legitimate "need to know" for the CONTRACT execution, and (B) are subject to a confidentiality agreement aimed at protecting such CONFIDENTIAL INFORMATION under terms and conditions not less stringent than those contained in the CONTRACT.

Consequently, except with the prior written consent of the Disclosing Party, the Receiving Party undertakes:

- not to use the CONFIDENTIAL INFORMATION of the Disclosing Party for another purpose than the CONTRACT execution,
- not to decompile and/or reverse engineer, any feature, in whole or in part, of the CONFIDENTIAL INFORMATION of the Disclosing Party, and
- not to disclose the CONFIDENTIAL INFORMATION of the Disclosing Party, to any third party.

If the Receiving Party is requested or required under APPLICABLE LAWS or other compulsory competent judicial, governmental or regulatory body to disclose the CONFIDENTIAL INFORMATION, insofar as the Receiving Party is permitted to do so under APPLICABLE LAWS, it shall promptly notifies the Disclosing Party to allow the latter to seek a prior appropriate protective order under trade secrets laws or the like. The Receiving Party shall provide only the portion of the CONFIDENTIAL INFORMATION that is legally required, and exercise legally permitted efforts to obtain assurance that confidential treatment shall be given to such portion of the CONFIDENTIAL INFORMATION.

The Receiving Party undertakes not to file or claim any property rights incorporating any CONFIDENTIAL INFORMATION of the Disclosing Party. Except otherwise stated, the CONFIDENTIAL INFORMATION remains the property of the Disclosing Party.

Upon written request of the Disclosing Party, the Receiving Party shall promptly return – or, at the Disclosing Party's option, destroy – any Disclosing Party CONFIDENTIAL INFORMATION, and use commercially reasonable efforts to remove any derivatives or copies of the CONFIDENTIAL INFORMATION from its electronic storage systems, except one copy kept for the purpose of following-up the undertakings of the CONTRACT.

Except with AL-aT's prior written approval, the SUPPLIER shall not (and warrants that its agents comply in the same manner) release any public statement, publicity, advertisement, news release denying or confirming the existence of the present CONTRACT or of the SUPPLIES to which it

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relates.

## 20. COMPLIANCE WITH APPLICABLE LAWS

20.1 Wherever (in France or abroad) the SUPPLIES are manufactured and/or provided, the SUPPLIER guarantees (and warrants that its subcontractors comply in the same manner) that it has and maintain a quality and HSE management system and processes (such as, without limitation, a quality assurance organization or ISO certification) appropriate for the performance of the CONTRACT, which AL-aT may claim on simple request.

20.2 The SUPPLIER also guarantees that SUPPLIES shall be compliant with all APPLICABLE LAWS concerning notably health, safety, hygiene, product traceability and environment protection. The SUPPLIER undertakes upon AL-aT's request to provide any information necessary to identify the origin, the manufacturing place and date, quality records and any relevant information pertaining to the SUPPLIES. At the time of delivery, the SUPPLIER shall disclose to AL-aT all information in its possession regarding the use of the SUPPLIES under safe conditions.

20.3 The SUPPLIER shall at all times comply and ensure, at its own costs, the compliance of the SUPPLIES with all APPLICABLE LAWS such as, but not limited to, REACH and/or applicable export control regulations (such as TSA's regulations), customs and foreign trade APPLICABLE LAWS in the countries where the SUPPLIER execute the CONTRACT and depending on the applicable Incoterms, in transit countries for transportation and delivery of the SUPPLIES.

The SUPPLIER shall inform AL-aT, without delay, whether or not the Free Issued Items are subject to import control regulations in their country of destination.

Without prejudice to Article 7, the SUPPLIER must undertake all administrative or legal requirements under APPLICABLE LAWS in order to satisfy and obtain in due time any authorizations or licenses from export/import control authorities and to be able to meet the delivery dates of the SUPPLIES as agreed in the CONTRACT.

The SUPPLIER shall comply with any instructions from AL-aT in relation to trade control APPLICABLE LAWS applicable to AL-aT information and Free Issued Items disclosed to the SUPPLIER. The SUPPLIER shall notify AL-aT if any export control APPLICABLE LAWS apply to the SUPPLIES or parts of them. In such a case, the SUPPLIER shall obtain all necessary export licenses applicable to the SUPPLIES, unless specifically agreed otherwise. If that is not the case, the SUPPLIER shall certify in writing that the SUPPLIES are not subject to any export control laws and regulations.

In addition, the SUPPLIER shall provide AL-aT, free of charge, with any relevant and accurate materials (information, data, including the Export Control Certificate (ECC) whose template is available upon request or at the following URL:

<https://advancedtech.airliquide.com/certificate-export-control-conform-ity-cecc-english-version> required in order for AL-aT to comply with all export controls APPLICABLE LAWS, notably in the export and import countries concerned or for purpose of re-exporting of the SUPPLIES.

Without releasing the SUPPLIER from its obligations under the CONTRACT or under APPLICABLE LAWS, the SUPPLIER represents that it maintains an effective export/import control compliance program in accordance with all trade control APPLICABLE LAWS, which the SUPPLIER shall provide, free of charge, upon AL-aT's request.

The SUPPLIER shall notify AL-aT if (i) it becomes listed, or if one of its subcontractor becomes listed, as a boycotted company or a company on which an embargo or a sanction-like procedure is imposed; (ii) its export/import privileges or licenses are denied or suspended by any governmental entity; (iii) the SUPPLIES become restricted under any trade control APPLICABLE LAWS or (iv) it becomes aware, before or after delivery of the SUPPLIES, of any actual or alleged violations of trade control APPLICABLE LAWS.

20.4 The SUPPLIER shall at all times comply and ensure compliance with all applicable labour and social security APPLICABLE LAWS, including in particular those related to illegal labour. Therefore, for any works performed in France, the SUPPLIER undertakes to provide AL-aT, within ten (10) days from the effective date of the CONTRACT, and then every six (6) months until termination of the CONTRACT, all documents referred to in articles D. 8222-5, D. 8254-1 and D. 8254-4. of the French Labour Code, or the documents referred to in articles D. 8222-7 and 8 and D. 8254-3 of the French Labour Code, depending on the place of the SUPPLIER's registered office.

20.5 Pursuant to any "conflict minerals" applicable regulations, notably EU Regulation 2017/821, AL-aT must determine if the SUPPLIES contain tin, tantalum, tungsten or gold (hereinafter, "3TG") and track information related to their origin countries. Therefore, the SUPPLIER, if applicable, commits to have a supply chain process such as to ensure and document reasonable inquiry into the country of origin of the 3TG minerals incorporated in the SUPPLIES. Upon AL-aT request, The SUPPLIER shall promptly provide documented information which are required to comply with any obligations pertaining to conflict minerals.

20.6 With regard to the health and environmental risks of chemicals or material used for or composing the SUPPLIES, information and documentations must be provided by the SUPPLIER as soon as required by AL-aT or under the CONTRACT or APPLICABLE LAWS. If applicable, the SUPPLIER shall notably submit to AL-aT a Material Declaration Form (MFD) for which the template shall be requested from AL-aT.

20.7 The SUPPLIER shall implement inventory, handling, storage, utilization and final disposal of any substance or material considered as hazardous to health and environment in accordance with the relevant APPLICABLE LAWS. The SUPPLIER further warrants that no SUPPLIES contain any substance included in the most recent candidate list of substances of very high concern for authorization (hereinafter, "SVHC") published on the European Chemicals Agency's website (hereinafter, "ECHA") according to article 59 §10 of the REACH regulation. The SUPPLIER must ensure that all the chemicals or materials supplied or used have been registered and authorized, and if needed the SUPPLIER must inform AL-aT and obtain any registration or authorization before any delivery of the SUPPLIES.

Any failure by the SUPPLIER to comply with this provision shall entitle AL-aT to refuse the SUPPLY, without prejudice to any other rights or remedies that AL-aT may be entitled to under the CONTRACT or APPLICABLE LAWS.

20.8 The SUPPLIER shall ensure insofar as it is applicable, that the provisions set out in the present Article 20 be complied with by its own subcontractors or suppliers. In case of a breach of this obligation, the SUPPLIER shall be liable to AL-aT irrespective of any limitation of liability provisions that may have been agreed in the CONTRACT. In such a case, AL-aT shall be entitled to terminate the CONTRACT on the basis of the SUPPLIER's fault, without prejudice to any other rights or remedies that AL-aT may be entitled to under the CONTRACT or APPLICABLE LAWS.

20.9 This Article 20 shall survive the expiration or termination of the CONTRACT.

## 21. AUDIT AND INSPECTION

Subject to reasonable notice, and within the limits authorized by APPLICABLE LAWS, AL-aT and its authorized agents, shall have access to the SUPPLIER's premises and those of its suppliers and subcontractors, in order to perform audits and inspections aimed at verifying and ensuring that the SUPPLIER's obligations under the CONTRACT are duly and properly executed. Any deviations shall be followed by a corrective action plan to be provided and to be implemented by the SUPPLIER accordingly. The SUPPLIER shall make available to AL-aT all the documentations, resources and personnel reasonably required for this purpose.

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In addition, the SUPPLIER shall develop and implement a quality control plan and organization for the execution of the CONTRACT so as to ensure and warrant the compliance of the SUPPLIES with the CONTRACT, which AL-aT can request and audit on simple notice.

These audits and inspections shall in no way release the SUPPLIER from its obligations under the CONTRACT.

### 22. FINANCIAL SECURITY

Upon AL-aT request, and if applicable as stipulated in the PARTICULAR CONDITIONS, the SUPPLIER shall provide, at its own costs, any combination of a parent company guarantee, bank guarantee, or other financial security.

### 23. SUSPENSION / TERMINATION

#### 23.1 Suspension

AL-aT may at any time instruct the SUPPLIER to suspend the whole or part of the execution of the CONTRACT. During such suspension, the SUPPLIER shall, (i) discontinue the performance of the suspended part of the CONTRACT, (ii) pursue the execution of the non-suspended part of the CONTRACT, (iii) suspend its subcontracts impacted by the suspension, and (iv) within five (5) business days from the date of receipt of such instruction, provide AL-aT with a detailed progress statement related to the execution of the CONTRACT as well as any appropriate recommendation. The SUPPLIER shall do its best efforts to mitigate the consequences of the suspension instructed by AL-aT.

If the suspension lasts for less than three (3) months by reasons not attributable to a SUPPLIER, the initial terms of the CONTRACT shall apply without compensation to the SUPPLIER, and the CONTRACTUAL DEADLINES may be discussed between the Parties and adjusted through a procedure of change as described under Article 11.

If the suspension lasts more than three (3) months by reasons not attributable to a SUPPLIER, the latter shall be entitled to obtain a compensation in accordance with the following conditions:

- The SUPPLIER shall issue any claim for compensation within five (5) business days from the date of receipt of the written notice issued by AL-aT instructing the SUPPLIER to resume execution of the CONTRACT. If the SUPPLIER fails to issue a claim for compensation within such period of five (5) business days, the SUPPLIER shall not be entitled to obtain any compensation; and
- The compensation shall only cover direct and foreseeable costs incurred by the SUPPLIER, provided that they are duly proved;
- AL-aT shall agree upon such amount to be paid and;
- The compensation shall be limited to 5% of the total CONTRACT price (excluding taxes).

If the suspension is due to the SUPPLIER's full or partial non-performance of the CONTRACT, AL-aT may suspend the payment of the SUPPLIER's invoices, without prejudice to any other rights or remedies that AL-aT may be entitled to, until the non-performance is remedied by the SUPPLIER.

The SUPPLIER waives its right to terminate the CONTRACT in case a suspension is requested by AL-aT, and such suspension does not relieve the SUPPLIER from its obligations under the CONTRACT.

#### 23.2 Termination

AL-aT has the right to terminate the CONTRACT upon notice to the SUPPLIER whenever the SUPPLIER goes bankrupt, is subject to a receivership order, files for bankruptcy, makes an arrangement with its creditors, agrees to execute the CONTRACT under a committee of inspection of its creditors, goes into liquidation, is subject to an enforcement order or more generally becomes insolvent.

In addition, AL-aT is entitled to terminate all or part of the CONTRACT (i) at AL-aT's convenience, subject to a prior written notice of fifteen (15) days to the SUPPLIER, or (ii) due to non-performance by the SUPPLIER of all or

part of its material obligations under the CONTRACT, provided that a 30-day prior notice has been given, through registered letter with acknowledgment of receipt, and that the non-performance has not been remedied within that time period.

Upon receipt of the termination notice, the SUPPLIER undertakes to (i) immediately stop performance of the terminated part of the CONTRACT, (ii) pursue the non-terminated part of the CONTRACT, if any, (iii) terminate its subcontracts impacted by such termination, (iv) return to AL-aT any Free Issued Items, if any, no later than within fifteen (15) days from receipt of AL-aT's termination notice, (v) and to communicate to AL-aT, once a month, a progress status report related to the part of the CONTRACT which has not been terminated, if any, and (vi) mitigate any impacts of such termination.

In the event of termination due to SUPPLIER's breach of its material obligations, as defined in the CONTRACT (notably if the cap of the late delivery penalties mentioned in Article 7 is reached), AL-aT may, without prejudice to any other rights or remedies it would be entitled to:

- Cause the CONTRACT to be performed by a third party at the SUPPLIER's expense and risks or obtain the SUPPLIES from a third party at the SUPPLIER's expense. In no event shall such third party's solicitations by AL-aT limit or release the SUPPLIER from its contractual obligations or limit its liability, and/or
- Suspend the payment of the SUPPLIER's invoices until the breach or non-performance is remedied by the SUPPLIER.

In the event of termination at AL-aT's convenience, AL-aT shall be required to indemnify the SUPPLIER for the value of the SUPPLIES accepted, received, delivered or being delivered or manufactured, this value being determined on the basis of the price of such SUPPLIES and their state of progress duly evidenced and supported at the time of termination, being understood that the SUPPLIER shall not be compensated for any SUPPLY made earlier than expected, in consideration of the CONTRACTUAL DEADLINES.

Termination of the CONTRACT shall not release the Parties from obligations which expressly or by nature survive the CONTRACT. Any provisions of the CONTRACT having effects expressly or implicitly after termination of the CONTRACT continue to be enforceable.

### 24. CORPORATE SOCIAL RESPONSIBILITY (CSR)

The Air Liquide Group is committed to respect human and labor rights as well as all legislation aiming at protecting the environment and gives importance to the ability of its suppliers to accompany Air Liquide and its affiliated companies with the implementation of its global sustainability policy.

#### 24.1 Ethics

During performance of this CONTRACT and, more generally, its current activities, the SUPPLIER declares that (i) It complies with all applicable laws and regulations related to business ethics practices, in particular with regard to anti-corruption; (ii) It has not been subject to any civil or criminal sanctions for the infringement of anti-corruption laws or regulations and (iii) it is not subject to any investigation or proceedings which could lead to such sanctions being brought against it.

#### 24.2 Air Liquide's Supplier Code of Conduct

The Air Liquide Group's "Supplier Code of Conduct" is available on the Air Liquide's Website at the following URL: <https://www.airliquide.com/group/our-suppliers>

The SUPPLIER undertakes to comply with such code and to conduct its business responsibly, with integrity and transparency.

The Air Liquide Group further expects that the SUPPLIER's parent companies, subsidiaries and affiliated entities, employees, temporary or not, its own suppliers and subcontractors, as well as anyone who has a business relationship with AL-aT, comply with the principles described in



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this "Supplier's Code of Conduct".

### 24.3 Corporate Social Responsibility (CSR)

The SUPPLIER shall implement, during the duration of this CONTRACT, an action plan (to be adapted in accordance with the nature of SUPPLIES) in order to:

- register the number of its employees and the number of those entering and leaving, in each of its facility;
- register the number of lost-time accidents and the number of non-lost time accidents and the accident frequency rate of employees, subcontractors and temporary workers;
- measure and optimize water and energy consumption;
- measure and optimize greenhouse gas (GHG) emissions;
- measure and reduce the atmospheric discharge of nitrogen oxide (NOx), sulfur oxide (SOx), and Volatile Organic Compounds (VOC);
- measure and reduce the discharge into water of oxidizable matter and suspended solids.

The SUPPLIER agrees to be evaluated at its own costs on its CSR performances by AL-aT or by a third party appointed by AL-aT.

- If the global score obtained is below or equal to 24/100:

The SUPPLIER undertakes to implement within one (1) month a Corrective Action Plan. After a period of twelve (12) months, the SUPPLIER undertakes to be reevaluated by AL-aT or by a third party appointed by AL-aT, at its own costs.

- If the global score obtained is between 25/100 and 44/100:

The SUPPLIER undertakes to implement a Corrective Action Plan.

After a period of three (3) years, the SUPPLIER undertakes to be reevaluated by AL-aT or by a third party appointed by AL-aT, at its own costs.

### 24.4 Data Protection

For the purposes of this provision, the terms used have the meaning set out in the applicable regulations on personal data processing, including:

- The directive 2002/58/CE of the European Parliament and of the Council of 12 July 2002, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR"), and
- Any other future applicable legislation which might complete or replace them.

(Hereinafter together, "Data Protection Regulation")

The Parties undertake to comply with their respective obligations under the Data Protection Regulation. Each Party guarantees the other Party that it complies with the Data Protection Regulation, in particular in terms of personal data security and confidentiality. To provide the SUPPLIES herein, each Party may collect and process personal data relating to the other Party's employees and/or clients, or any other categories of data subjects relevant for the performance of the SUPPLIES in accordance with the CONTRACT.

The Parties undertake to implement the appropriate technical and organizational measures to protect the personal data (as defined by the GDPR) against any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, taking into account the nature of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The SUPPLIER shall provide AL-aT with a copy of its applicable privacy notice prior to processing any personal data in the context of executing its obligations pursuant to this CONTRACT.

Each Party shall provide reasonable cooperation and assistance to the other so as to enable that Party to comply with its obligations under the Data Protection Regulation, in particular as regards to transparency and the exercising of the rights of the data subject.

Each Party acknowledges acting as a controller concerning the collection

and processing of such personal data carried out for the provision of the SUPPLIES as provided in the CONTRACT. Each Party undertakes therefore to comply with all the requirements of the GDPR which are imposed on the controller. Notwithstanding the preceding, if one Party is acting as a processor in relation to the personal data provided by the other Party, a Data Processing Addendum shall be agreed between AL-aT and the SUPPLIER before such processing.

The Parties undertake to comply with this Article 24.4 throughout the term of the CONTRACT and beyond when the obligations set out in this Article shall survive upon expiration or termination of this CONTRACT according to the GDPR and notably the obligation of security and confidentiality of the personal data.

### 24.5 Security and Access to Information Technology System

The SUPPLIER agrees to implement and maintain technical and organizational measures needed to protect and secure AL-aT's IT system and comply with all APPLICABLE LAWS as well as AL-aT's Code of Conduct for Digital Protection DS\_GC01.

A violation of one of the commitments contained in this Article by the SUPPLIER or any of its subcontractors, shall be considered as a material breach of this CONTRACT, which entitles AL-aT to terminate the CONTRACT as set forth in Article 23.2.

### 25. HARDSHIP

Taking into account the period of negotiation preceding the conclusion of the CONTRACT, which enabled each of them to make an informed decision, the Parties agree to bear all risks related to any change of circumstances unforeseeable at the time of the conclusion of the CONTRACT and therefore expressly waive all rights arising from the CONTRACT, in equity or at law.

### 26. LAW OF THE CONTRACT – JURISDICTION

Any contractual or non-contractual claim arising out or in connection with the formation, validity, construction, performance and enforceability of the CONTRACT shall be governed solely by French law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG signed on 11 April 1980 in Vienna). No consideration shall be given to principles of international law on the conflict of laws.

Any disputes shall be settled amicably and in good faith within three (3) months, elevating the matter to the Parties higher management when such dispute persists. In the absence of agreement within this three (3) month period, the dispute shall then be submitted to the Commercial Court of Paris (France) being understood that the Parties shall always have the possibility to recourse to mediation prior to engaging in litigation procedures.

Any claim for damages, for time extension or for additional payment under the CONTRACT (hereinafter, "Claim") shall be notified and duly supported by the SUPPLIER within five (5) business days from the occurrence of the event giving rise to such Claim. Failing to comply with such a requirement, the SUPPLIER shall be time barred and shall not be entitled to obtain any compensation, remedies or the like under the CONTRACT or APPLICABLE LAWS. Any Claim or dispute shall have no impact on the continuous performance of the CONTRACT.