



TERMS AND CONDITIONS APPLICABLE TO ALL PURCHASE ORDERS

- 1. FORMATION OF CONTRACT.** These terms and conditions of purchase (“**Terms**”) are applicable to the purchase of products, goods and /or services (“**Goods**”) by AIT Europe or one of its affiliate or subsidiary (“**Buyer**”) identified on the face of the purchase order (“**Purchase Order**”) from the seller (“**Seller**”) identified on the face of the Purchase Order. Buyer and Seller may also be referred to indistinctly as a “Party” or together the “Parties”. The Purchase Order to which these Terms are attached and/or incorporated by reference is an offer to purchase the Goods from Seller on the terms set out in the Purchase Order and in these Terms, and shall become a binding agreement (“**Contract**”) and shall be deemed accepted upon acknowledgment of receipt of the Purchase Order or the commencement of performance by Seller in any manner consistent with the Purchase Order or by any shipment to Buyer of Goods described on the face of the Purchase Order, whichever occurs first. Unless specifically negotiated by the Parties within 10 calendar days of the receipt by Seller of the Purchase Order and agreed to in writing by Buyer’s Authorized Procurement Representative prior to the commencement of performance by Seller, Buyer objects to, and is not bound by, any term or condition that differs from or supplements this Contract. In the event of any inconsistency or conflict between the terms set out on the face of the Purchase Order and these Terms, the terms of the Purchase Order shall prevail.
- 2. SCHEDULE.**

 - a.** Seller shall strictly adhere to the shipment and/or delivery schedules specified on the Purchase Order. In the event of any anticipated or actual delay, including but not limited to delays attributed to labor disputes, Seller shall: (i) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide Buyer with a written recovery schedule; and (iii) if requested by Buyer, ship via air or other expedited routing to avoid or minimize delay to the maximum extent possible, unless Seller is excused from prompt performance as provided in the “Force Majeure” article of this Contract. Any added premium transportation costs are to be borne by Seller.
 - b.** Seller shall not deliver Goods prior to the scheduled delivery dates unless authorized, in writing, by Buyer’s Authorized Procurement Representative.
 - c.** Buyer shall, at no additional cost, retain goods furnished in excess of the specified quantity or in excess of any allowable overage unless, within 45 calendar days of shipment, Seller requests return of such excess. In the event of such request, Seller shall reimburse Buyer for all of the reasonable costs associated with storage and return of the excess. If Goods are manufactured with reference to Buyer’s Proprietary Information or Materials, Seller agrees that, pursuant to the “Confidential, Proprietary and Trade Secrets Information and Materials” article of

this Contract, it will not sell or offer such Goods for sale to anyone other than Buyer without Buyer's prior written consent, which consent may be withheld at Buyer's sole discretion.

3. PACKING AND SHIPPING.

- a.** Seller shall pack the Goods to prevent damage and deterioration. Seller shall comply with carrier tariffs. Buyer may charge Seller, and Seller shall be responsible, for damage to or deterioration of any Goods resulting from improper packing or packaging. Unless this Contract specifies otherwise, the price includes shipping charges for Goods sold DDP incoterm 2020 Unless otherwise specified in this Contract, Goods sold FCA incoterm 2020 shall be forwarded collect. Seller shall make no declaration concerning the value of the Goods shipped except on Goods where the tariff rating is dependent upon released or declared value. In such event, Seller shall release or declare such value at the maximum value within the lowest rating.
- b.** Unless this Contract specifies otherwise, Seller will ship the Goods in accordance with all of the following instructions:
 - i.** Shipments by Seller or its subcontractors must include packing sheets containing Buyer's contract number, line item number, work order number or job ID number, relevant Purchase Order number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and nonhazardous materials must have separate packing sheets for the hazardous and nonhazardous materials. Seller shall not include vermiculite or other hazardous substance in any packing material included with the Goods. Items shipped on the same day will be consolidated on one bill of lading or air bill unless otherwise authorized in writing by Buyer's Authorized Procurement Representative. The shipping documents must describe the material according to the applicable classification and/or tariff. The total number of shipping containers will be referenced on all shipping documents. Originals of all Government bills of lading will be surrendered to the origin carrier at the time of shipment.
 - ii.** Seller will not insure any Ex-works incoterm shipment unless authorized, in writing, by Buyer.
 - iii.** Seller will label each shipping container with the contract number and the number that each container represents of the total number being shipped (e.g., box 1 of 2, box 2 of 2).
 - iv.** Buyer will select the carrier and mode of transportation for all shipments where freight costs will be charged to Buyer.

- v. Seller will include copies of documentation supporting prepaid freight charges (e.g., carrier invoices or UPS shipping log/manifest), if any, with its invoices.
 - vi. If Seller is unable to comply with the shipping instructions in this Contract, Seller will contact Buyer, in writing, for instruction or information.
4. **QUALITY CONTROL.** Seller shall establish and maintain a quality control system acceptable to Buyer for the Goods purchased under this Contract, Seller shall permit Buyer, at its election, to review procedures, practices, processes and related documents to determine such acceptability. Seller shall have a continuing obligation to promptly notify Buyer, in writing, of any violation of or deviation from Seller's approved inspection/quality control system and to advise Buyer, in writing, of the quantity and specific identity of any Goods delivered to Buyer during the period of any such violation or deviation.
5. **SELLER'S NOTICE OF DISCREPANCIES.** Seller shall notify Buyer in writing when discrepancies in Seller's process or Goods are discovered or suspected regarding Goods delivered or to be delivered under this Contract.
6. **INSPECTION.**
- a. At no additional cost to Buyer, Goods shall be subject to inspection, surveillance and test at reasonable times and places, including at Seller's subcontractors' locations. Buyer shall perform inspections, surveillance and tests so as not to unduly delay the work.
 - b. Seller shall maintain an inspection system acceptable to Buyer for the Goods purchased under this Contract.
 - c. If Buyer performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities and assistance for the safe and convenient performance of these functions.
7. **ACCEPTANCE AND REJECTION.**
- a. Buyer shall accept the Goods or give Seller written notice of rejection or revocation of acceptance ("**rejection**" herein), in accordance with this article 7, notwithstanding any one or more of payment, prior test or inspection, or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect or other nonconformance shall relieve Seller of any obligations under this Contract or otherwise impair any rights or remedies of Buyer.
 - b. If Seller delivers non-conforming Goods, Buyer may at its sole option and at Seller's expense (i) return the Goods for credit or refund; (ii) require Seller to

promptly correct, repair or replace the Goods, (iii) correct or repair the Goods; or (iv) obtain replacement Goods from another source.

- c. Seller shall not redeliver corrected or rejected goods without disclosing, in writing, the former rejection or requirement for correction. Among other things, Seller shall disclose and set forth any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer's Authorized Procurement Representative may reasonably direct in writing.
- d. All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered by Buyer from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this Contract or otherwise. In any case, Seller will beforehand have been given the opportunity to ascertain the reality of the grievance formulated against him.

8. WARRANTY. Seller warrants that all Goods furnished under this Contract shall conform to all designs, specifications and requirements of this Contract and shall be free from defects in materials and workmanship. To the extent Goods are not manufactured pursuant to designs, specifications and requirements furnished by Buyer, the Goods shall be free from design and specification defects. This warranty shall survive inspection, test and acceptance of, and payment for, the Goods. This warranty shall run to Buyer and its successors, assigns and customers. Such warranty shall begin after Buyer's final acceptance. Buyer may, at its option, either return for credit or refund, or require prompt correction or replacement of the defective or non-conforming Goods. Return to Seller of defective or nonconforming Goods and redelivery to Buyer of corrected or replaced Goods shall be at Seller's expense. Goods required to be corrected or replaced shall be subject to this article and the "Inspection" article of this Contract in the same manner and to the same extent as Goods originally delivered under this Contract, but only as to the corrected or replaced part or parts thereof. Even if the parties disagree about the existence of a breach of this warranty, Seller shall promptly comply with Buyer's direction to: (i) repair, rework or replace the Goods, and/or (ii) furnish any materials or parts and installation instructions required to successfully correct the defect or nonconformance. If the Parties later determine that Seller did not breach this warranty, the parties shall equitably adjust the Contract price. In addition, Seller shall indemnify Buyer and hold Buyer harmless against all proceedings, claims, losses, costs (including reasonable professional fees), damages and expenses that may be incurred or suffered by Buyer as a result of any claims of third parties arising from any third party claims related defective products supplied to Buyer by Seller and/or the management of defective products recalls, withdrawals and/or notifications to the competent authorities.

9. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

- a. Seller shall warrant that all Goods furnished under this Contract shall conform with the requirements of Directive 2011/65/EU of the European Parliament and of the

Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (the “RoHS Directive”), Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (the “WEEE Directive”) and Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (the “REACH Regulation”) in their revised and amended version as applicable at the time of the delivery (together “the EU Regulations”). Seller shall commit to fulfill all of duties and obligations applicable to suppliers pursuant to any and/or all of the EU Regulations.

- b.** Seller shall place a safety data sheet at Buyer’s disposal according to Article 31 of the REACH Regulation. In addition, Seller shall inform Buyer if a substance of very high concern (“SVHC”) as described by Articles 57 to 59 of the REACH Regulation is found to be contained in a Good or in the packaging of a Good in a mass concentration of more than 0.1 percent and provide the name of name, and precise location in the Good of the relevant SVHC. Where applicable, Seller shall also provide the identifiers of the Goods as an article listed in the SCIP databased pursuant to Article 9 of the Directive 2008/98/EC of the European Parliament and of the Council of 19 November 2008 on waste.
- c.** For any Good subject to the RoHS Directive, Seller shall provide Buyer with a written confirmation of RoHS conformity corresponding to the relevant Good, upon delivery of the Good.
- d.** For any Good subject to the WEEE Directive, Seller shall provide to Buyer (i) a list all components and materials contained in the Good that may require recycling or other treatment during the Good lifecycle, and (ii) the location of any component or material that is hazardous or contains a hazardous substance.
- e.** For any Good qualifying as a “finished product” under the RoHS Directive, Seller shall provide an EU declaration of conformity and furnish the Goods with the CE marking affixed as per the WEEE Directive requirements.
- f.** For any Good subject to the RoHS Directive which does not qualify as a “finished product”, Seller shall provide Buyer with a declaration stating that (i) the Good does not contain any substances listed at Annex II of the RoHS Directive in a concentration exceeding the maximum provided by such Annex or (ii) benefit from an exemption under a category of Annexes III or IV of the RoHS Directive.

- 10. TAXES.** Unless this Contract specifies otherwise, the price of this Contract includes, and Seller is liable for and shall pay, all taxes, impositions, charges, duties and exactions imposed on or measured by this Contract or the transactions contemplated by this purchaser order except for applicable sales and use taxes that are separately stated on Seller’s invoice. Prices shall not include any taxes, impositions, charges, duties or

exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

11. INVOICES AND PAYMENT. Unless otherwise authorized by Buyer's Authorized Procurement Representative, Seller shall issue a separate original invoice upon each delivery that shall include each Party's name, address, place of invoice (if different), date of the sale of the Goods, unitary price (excluding VAT), any price reduction granted on the date of the sale and directly related thereto, payment terms, late penalties and fixed indemnity for recovery costs, Buyer's contract number, line item number, work order or job ID number, item number, description, and quantity. Seller shall forward its invoice to the address specified on the Purchase Order. Unless freight or other charges are itemized, Buyer may take any offered discount on the full amount of the invoice. Unless authorized in writing from Buyer, payment terms are net 60 days. Payment due date, including discount periods, shall be computed from the date of issuance of a correct invoice. Payment shall be deemed made on the date Buyer's check is mailed or payment is otherwise tendered. Any delay by Buyer in the payment of an invoice will result in a penalty becoming due immediately by the Buyer in an amount equal to three (3) times the French legal interest rate, along with a fixed indemnity for recovery costs in the amount of forty (40) euros, in accordance with Article L. 441-10 of the French Commercial Code. Any penalty shall be calculated based on a year equal to 365 days, from the relevant due date (inclusive) until the full payment of the amount due. Seller shall promptly repay Buyer any amounts paid in excess of amounts due Seller.

12. CHANGES.

a. Buyer's Authorized Procurement Representative may, without notice to sureties and in writing, direct changes within the general scope of this Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawings or designs; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities or delivery schedules or both; (v) amount of Buyer-furnished property; and, if this Contract includes services, (vi) description of services to be performed; (vii) time of performance (e.g., hours of the day, days of the week); (viii) place of performance, and (ix) terms and conditions of this Contract required to meet Buyer's obligations under Government prime contracts or subcontracts. Seller shall comply immediately with such direction, subject to the provisions set out in sections (b) and (c) of this article 12.

b. If any such change increases or decreases the cost or time required to perform this Contract, Buyer and Seller shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Buyer shall modify this Contract in writing accordingly. Unless otherwise agreed in writing, Seller must assert any claim for adjustment to Buyer's Authorized Procurement Representative in writing within ten (10) calendar days, and deliver a fully supported proposal to Buyer's Authorized Procurement Representative within thirty (30) days, after Seller's receipt of such direction. Buyer may, at its sole discretion, consider any

claim regardless of when asserted. If Seller's proposal includes the cost of property made obsolete or excess by the change, Buyer may direct the disposition of the property. Buyer may examine Seller's pertinent books and records to verify the amount of Seller's claim. Failure of the parties to agree in good faith upon any adjustment within 30 calendar days after Buyer's receipt of Seller's fully supported proposal shall lead to the part of the Contract which has not been performed at that date to be terminated.

- c. If Seller considers that Buyer's conduct constitutes a change, Seller shall notify Buyer's Authorized Procurement Representative immediately in writing as to the nature of such conduct and its effect upon Seller's performance. Pending direction from Buyer's Authorized Procurement Representative, Seller shall take no action to implement any such change.

13. DISPUTES. Any dispute that arises under or is related to this Contract that cannot be settled by mutual agreement of the parties may be decided by a court of competent jurisdiction, in accordance with the article on "Governing Law; Venue". Pending final resolution of any dispute, Seller shall proceed with performance of this Contract according to Buyer's instructions so long as Buyer continues to pay amounts not in dispute.

14. FORCE MAJEURE. Seller shall not be liable for excess re-procurement costs pursuant to the "Cancellation for Default" article of this Contract, incurred by Buyer because of any failure to perform this Contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of Seller. Examples of these causes are (a) acts of God or of the public enemy, (b) acts of the Government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics or pandemics, (f) quarantine restrictions, (g) strikes, (h) freight embargoes and (i) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Seller. If the delay is caused by delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both, and if such delay is without the fault or negligence of either, Seller shall not be liable for excess costs unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedules. Seller shall notify Buyer in writing within three days after the beginning of any such cause.

15. HARDSHIP

- a. The Parties are bound by the Contract, even if the circumstances have made performance more onerous than could have reasonably been expected upon conclusion of the Contract.
- b. Without prejudice to section (a) of this article 15, if a Party shows that (i) the performance of its obligations has become excessively onerous because of an outside event, which was unforeseeable upon conclusion of the Contract, and that (ii) it could not reasonably avoid or overcome this event or its consequences, the

Parties agree to renegotiate in order to reach an equitable solution. The Party seeking to rely on this provision must notify the other Party in writing within ten (10) calendar days of becoming aware of the circumstances making the performance of its obligations unreasonably onerous and provide evidence thereof.

- c. Should the Parties fail to reach an equitable solution within [30] calendar days following the other Party's receipt of this notice, this Contract shall automatically terminate within [30] calendar days. The Parties expressly waive their rights to seeking an adjustment of the Contract in court on the basis of Article 1195 of the French Civil Code.

16. TERMINATION FOR CONVENIENCE. Buyer may terminate all or part of this Contract, effective upon 30 calendar days' prior notice given in writing to Seller (a "**Termination for Convenience**"). In the event of a Termination for Convenience

- a. Seller shall take actions necessary to mitigate the costs and expenses it incurs in relation to the termination
- b. Without limiting the foregoing, Seller shall:
 - i. Immediately, as of the effective date of termination, stop work and discontinue placing orders with subcontractors in relation to the terminated portion of a Contract; and
 - ii. Unless Buyer requests such items be delivered to Buyer, sell or reassign all completed tooling, in-process materials or raw materials relating to the terminated portion of a Contract, obtain scrap credits and settle vendor claims
- c. Upon Buyer's request, Seller shall deliver to Buyer any completed tooling, in-process material and raw material related to the terminated portion of the Contract.
- d. Seller shall have no claim for any cost, expense, damage, or liability of any kind in relation to the Termination for Convenience, except as otherwise set forth in this article 16.
- e. In case of a Termination for Convenience by Buyer, Seller shall be entitled to claim termination cost which equals the sum of the following.
 - i. The price paid by Seller to acquire materials, labor costs and overhead costs which have been incurred by Seller in connection with the items which remain undelivered under the terminated portion of a Purchase Order; and
 - ii. Payments which have been made to Seller's suppliers, in accordance with this article 16, in relation to the items ordered prior to the effective date of termination;

Less:

- iii. The sum of all the scrap credits and proceeds or value of reassignment of in-process material and items, or both, sold or reassigned pursuant to this article 16.

17. CANCELLATION FOR DEFAULT.

- a. Buyer may, by written notice to Seller, terminate all or part of this Contract if: (i) Seller fails to deliver the Goods within the time specified by this Contract or any written extension; (ii) Seller fails to perform any other provision of this Contract or fails to make progress, so as to endanger performance of this Contract, and, in either of these two circumstances, does not cure the failure within 10 days after receipt of notice from Buyer specifying the failure; or (iii) in the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors.
- b. Seller shall continue work not canceled. If Buyer cancels all or part of this Contract, Seller shall be liable for Buyer's excess re-procurement costs.
- c. Buyer may require Seller to transfer title (to the extent Buyer does not already have title) and deliver to Buyer, as directed by Buyer, any (i) completed Goods, and (ii) any partially completed Goods and materials, parts, tools; dies, jigs, fixtures, plans, drawings, information, contract rights and other materials (collectively, "**Manufacturing Materials**") that Seller has specifically produced or acquired for the canceled portion of this Contract. Upon direction from Buyer, Seller shall also protect and preserve property in its possession in which Buyer or any customer of Buyer has an interest.
- d. Buyer shall pay the Contract price for Goods accepted. Payment for Manufacturing Materials accepted by Buyer and for the protection and preservation of property shall be at a price determined in accordance with the "Termination for Convenience" article of this Contract, except that Seller shall not be entitled to profit. Buyer may withhold from any amount due under this Contract any sum Buyer determines to be necessary to protect Buyer or Buyer's customer against loss because of outstanding liens or claims of former lien holders of Seller or its subcontractors. In any case, Seller will beforehand have been given the opportunity to ascertain the reality of the grievance formulated against him.
- e. If, after cancellation, it is determined that Seller was not in default, the rights and remedies of the parties shall be as if the Contract had been terminated according to the "Termination for Convenience" article of this Contract.
- f. All intellectual property, including, but not limited to, drawings, software, and models, required to finish the project shall be delivered to Buyer.

18. ASSIGNMENT, DELEGATION AND SUBCONTRACTING. Seller shall not assign any of its rights or interest in this Contract or subcontract all or substantially all of its performance of this Contract, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Contract. Seller may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its duties or obligations under this Contract or prejudice any of Buyer's rights against Seller whether arising before or after the date of any assignment. This Contract is non-transferable by Seller. This article does not limit Seller's ability to purchase standard commercial supplies or raw materials. Any subcontractor of Seller shall be bound by all of Seller's duties and obligations hereunder. Seller shall be liable to Buyer for any breach of duty or obligation of Seller set forth in this Contract by any subcontractor of Seller.

19. PUBLICITY.

- a. Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Goods or program to which it pertains.
- b. Any labeling or marking of equipment by Seller must be approved in writing by Buyer prior to being incorporated.

20. BUYER'S PROPERTY.

- a. Seller shall clearly mark, maintain an inventory of, and keep segregated or identifiable all of Buyer's property and all property to which Buyer acquires an interest by virtue of this Contract. Seller assumes all risk of loss, destruction or damage of such property while in Seller's possession, custody or control, including any transfer to Seller's subcontractors. Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss. Seller shall not use such property other than in performance of this Contract without Buyer's prior written consent. Seller shall notify Buyer's Authorized Procurement Representative if Buyer's property is lost, damaged, destroyed or otherwise compromised. As directed by Buyer, upon completion, termination or cancellation of this Contract, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear and normal manufacturing losses.
- b. All items designated paid for by a pre-set milestone payment plan become the property of the Buyer immediately upon payment. This includes, but is not limited to, all items procured by Seller that are listed on the invoice.

21. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY. Seller will indemnify, defend and hold harmless Buyer and its customers from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement

of patents known at the time of such infringement, awards exceeding actual damages and/or attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to or arising out of the actual or alleged infringement of any European Union, EU member states or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of Goods by either Buyer or its customers (collectively, "Indemnitees"). Buyer and/or its customers will duly notify Seller of any such claim, suit or action; and Seller will, at its own expense, fully defend such claim, suit or action on behalf of Indemnitees; provided that Seller shall not agree any settlement with any third party that would create an additional obligation on Buyer without prior written approval of the Buyer. Seller will have no obligation under this article with regard to any infringement arising from (a) Seller's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Goods in combination with other items when such infringement would not have occurred from the use or sale of those Goods solely for the purpose for which they were designed or sold by Seller. For purposes of this article only, the term Buyer will include Buyer and all of its affiliates and subsidiaries and all officers, agents and employees of Buyer or any Buyer subsidiary.

22. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS.

- a.** During the term hereof, as deemed necessary by Buyer, Buyer may do one or more of the following: (i) present Seller with new and unique business opportunities; (ii) present Seller with Proprietary Information and Materials of Buyer, or access to such materials; (iii) provide Seller with goodwill support such as compensation and expense reimbursements in accordance with this Contract; (iv) provide contact with Buyer's customers and vendors/manufacturers in order to help Seller develop and/or produce Goods for Buyer and its customers, (v) provide Seller with new and unique training, and/or (vi) provide Seller with technical help as deemed reasonably necessary.
- b.** Buyer and Seller shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary and/or trade secret information including Purchase Orders; (b) tangible items and software containing, conveying or embodying such information, including, but not limited to, designs, techniques, processes, programs, drawings, blueprints, algorithms, the identity of vendors/manufacturers of the Goods or similar Goods, customer lists and files, nonpublished customer information of special value not generally known to the public, including all trade secrets and vendor/manufacture pricing information, terms of customer and vendor/manufacture contracts and vendor/manufacture and customer contact information; (c) tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this Contract or other agreement referencing this Contract; and (d) information designated as "confidential" or "proprietary" or information that Buyer indicates through its

policies or instructions should not be disclosed to anyone outside Buyer without Buyer's written approval (collectively referred to as "**Proprietary Information and Materials**"). The controlled disclosure of Proprietary Information and Materials to other contractors, customers or vendors for legitimate business purposes and the availability of the Proprietary Information and Materials to others outside Buyer through independent investigation and effort will not remove it from protected status as Proprietary Information and Materials under this Contract if Seller was first entrusted with the Proprietary Information and Materials during the term of this Contract. Buyer and Seller shall each use Proprietary Information and Materials of the other only in the performance of and for the purpose of this Contract and/or any other agreement referencing this Contract. This restriction is not intended to prevent Seller from disclosures compelled by law (e.g., a subpoena) so long as Seller gives Buyer at least ten (10) business days advance notice prior to disclosure (unless the disclosure timing set by the competent public authorities is shorter). Seller also agrees to use the goodwill and contacts developed with Buyer's customers, vendors and contractors for the exclusive and sole benefit of Buyer and not to Buyer's detriment, during the term of this Contract and thereafter. However, despite any other obligations or restrictions imposed by this article, Buyer shall have the right to use, disclose and reproduce Seller's Proprietary Information and Materials, and make derivative works thereof, for the purposes of testing, certification, use, sale or support of any Goods delivered under this Contract or any other agreement referencing this Contract. Any such use, disclosure, reproduction or derivative work by Buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of Proprietary Information and Materials by Seller shall apply to all materials derived by Seller or others from Buyer's Proprietary Information and Materials.

- c. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of this Contract, Seller shall return to Buyer all of Buyer's Proprietary Information and Materials and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Seller shall not, without the prior written authorization of Buyer, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any Proprietary Information and Materials of Buyer. Prior to disposing of such parts or other materials as scrap, Seller shall render them unusable. Buyer shall have the right to audit Seller's compliance with this article.
- d. Seller may disclose Proprietary Information and Materials of Buyer to its subcontractors as required for the performance of this Contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Seller under this article relating to Proprietary Information and Materials and articles "Confidential, Proprietary and Trade Secret Information and Materials," "Noncompete/Noncircumvention" and "Inventions, Copyrights, Etc." hereunder. Seller shall be liable to Buyer for any breach of such obligation by such

subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to Proprietary Information and Materials.

- e. The provisions of this article shall survive the performance, completion, termination or cancellation of this Contract.

23. NONUSE/NONCIRCUMVENTION. Seller agrees that the following covenants are reasonable and necessary covenants for the protection of Buyer's business interests described in this Contract:

- a. **“Covered Business”** means any business activities that involve engineering and manufacturing services related to aerospace of integrated plant floor automation systems, the Goods, or any business so similar in nature that it competes for opportunities or customers of Buyer.
- b. Seller agrees that it will not participate in a Covered Business (a) by providing services to a Covered Business (whether as an agent, consultant, advisor, independent contractor or other capacity) that would involve any use or disclosure of Buyer's Proprietary Information and Materials, and/or (b) by owning, investing in, or providing financial support to, a Covered Business as a shareholder, partner, member, sole proprietor, creditor or in any other way, in each case that would involve any use or disclosure of Buyer's Proprietary Information and Materials.
- c. Prior to Seller engaging any employees, contractors, agents or other representatives engaged by Seller to perform services in connection with this Contract (the **“Contractor Parties”**), Seller shall advise all Contractor Parties of Seller's confidentiality, nondisclosure and other obligations under this Contract. Seller agrees to be responsible for ensuring that all Contractor Parties (who may only be provided Buyer's Proprietary Information and Materials on a need to know basis) maintain the confidentiality, nondisclosure and other obligations of Seller under this Contract. Seller shall cause each permitted Contractor Party to whom confidential information is disclosed to sign an agreement substantially the same as this Contract. Seller shall indemnify Buyer and hold Buyer harmless against all proceedings, claims, losses, costs (including reasonable professional fees), damages and expenses that may be incurred or suffered by Buyer as a result of any claims of third parties arising from any Contractor Party's acts, which if such act was taken by Seller, would be considered a breach or other violation of this Contract. Seller agrees not to circumvent the application of this Contract through or by any affiliate or other person or entity.
- d. Each of the restrictions set forth in articles **“Confidential, Proprietary and Trade Secret Information and Materials,” “Non-circumvention”** and **“Inventions, Copyrights, Etc.”** hereof shall survive the termination of this Contract by any means. The existence of any claim or cause of action of Seller against Buyer, whether predicated on this Contract or otherwise, shall not constitute a defense to the enforcement by Buyer of said covenants.

- 24. INVENTIONS, COPYRIGHTS, ETC.** Seller shall own the intellectual property rights in any Good that: (i) is offered for sale by Seller to third parties in addition to Buyer; and (ii) is not modified or customized by Seller for Buyer in accordance with the Contract. In addition, Seller shall specify by prior written notice to Buyer, served within 48 hours of the full execution of this Contract, any and all pre-existing intellectual property (patents, trademarks, and copyrights) of Seller or third parties developed or acquired prior to the date of the Purchase Order by Seller or third parties which are or are to be incorporated into, used in the design or manufacture of, or would otherwise affect the Goods (“**Seller IP**”). Seller grants Buyer and its customers a worldwide, perpetual, non-exclusive, transferable, royalty-free and unlimited license (with the right to sublicense) and right to use all Seller IP. Buyer and its customers are also entitled to make subsequent changes to the Goods. With regard to all IP aside from Seller IP, Seller by execution of this Contract assigns to Buyer, or its assigns and successors or legal representatives, at no cost, all right, title and interest in and to any and all inventions or any improvements therein (the “**Inventions**”) or copyrights (“**Copyrights**”) of whatever kind or character, discovered, conceived and/or developed either individually by Seller or jointly with others, in the course of Seller rendering services to Buyer whether or not using Buyer’s information, including Proprietary Information and Materials, data, facilities and/or materials, provided the subject matter of the Invention or Copyright is within the general scope of the duties and responsibilities of one providing services such as those of Seller to Buyer, or occurs as a result of Seller’s knowledge of a particular interest of Buyer in the subject matter of the Invention or Copyright. Seller further agrees that all Inventions and Copyrights are Buyer’s sole and exclusive property and that any work generated or performed by Seller (including Goods) that is copyrightable shall be considered a work made for hire. Seller agrees to assist Buyer at any time during or after the period of time in which Seller renders services to Buyer, at Buyer’s expense, in the preparation, execution and delivery of any and all Inventions, disclosures, patent or Copyright applications or any improvements related to such Inventions, disclosures or patent or Copyright applications within the scope and intent of this Contract that are required to obtain patents or Copyright registrations in the United States or other countries, or for such other proceedings as may be necessary to vest all right, title and interest of such items in Buyer, its assigns and successors or legal representatives. Seller acknowledges that the foregoing covenants are integral terms of this Contract and are given in consideration of Buyer agreeing to use the services of and purchase the Goods from Seller.
- 25. INDEMNITY.** Seller hereby agrees to indemnify Buyer and hold Buyer harmless against all proceedings, claims, losses, costs (including reasonable professional fees), damages and expenses that may be incurred or suffered by Buyer as a result of any claims of third parties arising from Seller’s acts, negligence or omissions, or any breach or alleged breach by Seller of any of the provisions stated in this Contract or any failure to perform the services contemplated by this Contract, except to the extent said breach or failure is directly caused by Buyer.

- 26. RECORDS AND AUDIT.** Seller shall retain all records and documents pertaining to the Goods for a period of no less than seven (7) years after final payment by Buyer. Such records and documents shall date back to the time this Contract was issued and shall include without limitation, catalogs, price lists, invoices and inventory records for purposes of verification of prices or rates charged by Seller for Goods procured by Buyer. Buyer shall have the right to examine, reproduce and audit, from time to the time upon reasonable notice, all such records related to pricing and performance of the Contract to evaluate the accuracy, completeness and currency of cost and pricing data submitted with Seller's bid or offer to sell; and related to "Changes," "Termination for Convenience" or "Cancellation for Default" articles of this Contract.
- 27. RIGHTS OF BUYER'S CUSTOMERS AND REGULATORS TO PERFORM INSPECTION, SURVEILLANCE AND TESTING.** Buyer's rights to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control shall extend to the customers of Buyer for the Goods or products incorporating the Goods.
- 28. GRATUITIES.** Seller warrants that neither it nor any of its employees, agents, subcontractors, or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing this Contract or securing favorable treatment under this Contract.
- 29. RIGHTS AND REMEDIES.**
- a.** Seller agrees that a breach or threatened breach, based on reasonable and good faith evidence of a breach on Seller's part, of any covenant contained in articles "Confidential, Proprietary, Trade Secret Information and Materials," "Noncircumvention" or "Inventions, Copyrights, Etc." of this Contract will cause irreparable damage to Buyer. For that reason Seller further agrees that in the event of breach or threatened breach by Seller or by Seller's employees, partners, subcontractors, representatives, agents or any person or entity related, directly or indirectly, to Seller, of any provision of such articles, Buyer shall be entitled as a matter of right to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, and/or (ii) any other legal and equitable relief to which it may be entitled, including any and all monetary damages that Buyer may incur as a result of said breach or threatened breach. Without limiting the generality of the foregoing, Buyer may offset against any amounts owed to Seller any damages incurred by Buyer as a result of Seller's breach of this Contract. In any case, Seller will beforehand have been given the opportunity to ascertain the reality of the grievance formulated against him. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
 - b.** Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Contract, or in exercising any rights or remedies under this

Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.

- c. Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity.

30. COMPLIANCE WITH LAWS; INDEPENDENT CONTRACTOR. Seller shall comply with all applicable statutes and government rules, regulations and orders, including those pertaining to French and EU Export Controls. Seller is an independent contractor and not an employee of Buyer. Buyer will not be obligated to provide Seller or Seller's employee(s) with Buyer benefits to the extent permitted or required by law for employees. In particular, Seller is solely responsible for withholding income and the payments and filings for income tax purposes to the extent permitted or required by law. Seller shall indemnify and hold Buyer harmless from any liability costs or expenses, including any interest, penalties or attorneys' fees, that may be incurred by Buyer in connection with Seller's failure to comply with tax laws.

31. GOVERNING LAW; VENUE. The validity, construction and performance of any Contract between the Parties shall be governed by and construed in accordance with the laws of France, without regard to the conflict of law provisions. This Contract excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Should any dispute or claim arise in connection with the Contract, the Parties shall attempt to reach an amicable solution to this dispute or claim by resorting to any suitable form of conciliation or mediation prior to initiating court proceedings. If no such amicable solution is reached within 30 calendar days (or any other time limit mutually agreed by the Parties) following the notification of a request for conciliation or mediation by either Party, the Parties submit to the exclusive jurisdiction of the Paris Commercial Court and competent appellate courts for any claims or disputes in relation to this Contract.

32. GOVERNMENT CLAUSES. Government clauses applicable to this Contract are incorporated herein either by attachment to this document or by some other means of reference.

33. CONFLICT MINERALS. Seller agrees that it will be compliant with Section 1502 the Dodd-Frank Wall Street Reform and Consumer Protection Act when required by Buyer.

34. SUSPENSION OF WORK.

- a. Buyer's Authorized Procurement Representative may, by written order, suspend all or part of the work to be performed under this Contract for a period not to exceed 180 days. Within such period of any suspension of work, Buyer shall (i) cancel the suspension of work order; (ii) terminate this Contract in accordance with the "Termination for Convenience" article of this Contract; (iii) cancel this Contract in

accordance with the “Cancellation for Default” article of this Contract, or (iv) extend the stop work period.

- b. Seller shall resume work whenever a suspension is canceled. Buyer and Seller shall negotiate an equitable adjustment in the price or schedule or both if (i) this Contract is not canceled or terminated; (ii) the suspension results in a change in Seller’s cost of performance or ability to meet the Contract delivery schedule; and (iii) Seller submits to Buyer’s Authorized Procurement Representative a written claim for adjustment within 20 days after the suspension is canceled.

35. ACCESS TO PLANTS AND PROPERTIES. Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or any customer of Buyer.

36. ENTIRE AGREEMENT; AMENDMENT. These Terms, together with all Purchase Orders, attachments, exhibits, supplements, and other terms referenced in this Contract, contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Buyer and Seller related to the subject matter of this Contract. No amendment or modification of this Contract shall bind either party unless it is in writing and is signed by Buyer’s Authorized Procurement Representative and an authorized representative of Seller.

37. NOTICES. Any notice under this Contract will be in writing and will be deemed to have been duly given (i) when delivered personally, or (ii) five (5) business days after such notice is deposited in the mail, registered, postage prepaid, and addressed, to the other Party, at its principal office, or (iii) when return receipt is activated if sent by email.

38. SELLER REVIEW. Seller acknowledges that Seller has read and is fully familiar with the terms of this Contract, that Seller has had a reasonable opportunity to consider this Contract, and that after such review, Seller finds that the promises and considerations provided by Seller in this Contract are not greater than necessary for the protection of Buyer’s goodwill and legitimate business interests and do not create undue hardship for Seller or the public.

39. WAIVER. The actual or apparent waiver by either party to this Contract of a breach of any provision of this Contract will not operate or be construed as an actual or constructive waiver of that breach or any subsequent breach by any party. Waivers are not effective unless in writing and signed by the party granting the waiver.

40. SEVERABILITY AND SAVINGS CLAUSE. If any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the validity and enforceability of any other provisions of this Contract, and it is the intention of the parties that there shall be substituted for such invalid, illegal or unenforceable provision a provision as similar to such provision as may be possible and yet be valid, legal and enforceable. Without limiting the generality of the foregoing, the parties expressly

authorize the court to revise, delete or add to the restrictions contained in this Contract to the extent necessary to enforce the intent of the parties and to provide Buyer's goodwill, Proprietary Information and Materials, trade secrets and other business interests with effective protection.

<i>Revision</i>	<i>Date</i>	<i>Description of Change</i>	<i>Approved By</i>
00	03/01/2022	Original Issue	AIT Management