

General Terms and Conditions of Sale

« SIB »

Article 1 - Introduction

The General Terms and Conditions of Sale (GTCS), the basis of the negotiation, after exchange by the Parties of the essential information, are intended to set down the contractual obligations of the Parties relating to the sale of Supplies by SIB. The term "Supplies" designates any product and/or service. If SIB does not apply one or several of the provisions of these GTCS then this will not be considered as a renunciation and SIB will continue to hold the right to apply any such provision.

Article 2 – General Remarks

Any document other than these GTCS may only be considered as for indicative purpose, unless the Parties have decided otherwise. Propositions, offers and quotations are only valid for a period of one month following their date of issue unless indicated otherwise in the offer.

Article 3 – Conclusion of a Contract

The Contract consists, in order of precedence, of SIB's special terms (including SIB's offer) and these GTCS, and excludes any other document. No order shall be accepted until an acknowledgement of receipt is issued by SIB. Similarly, no modification of the order will be considered as having been accepted unless SIB acknowledged its receipt.

Article 4 – Scope of Supplies

SIB's Supplies are expressly defined in the contractual documents. It is the Customer's responsibility to ensure, by taking into account the specific characteristics of the Supplies, that all the conditions are satisfied to enable the implementation and its use in complete security.

Article 5 - Modifications during a Contract

Any modification to the Contract must be accepted by SIB beforehand, be confirmed expressly by SIB and will be subject to an amendment signed between the Parties.

Article 6 – Prices - Taxes

6.1 Prices and information in the catalogues and other commercial documents are for guideline purposes only. Prices are determined by the current rates on the date of the Contract. The prices are given in euros, excluding the costs of packaging and transport, they do not include any other taxes, withholding tax, custom duties or other fees and duties. All amounts payable by Customer to SIB shall be paid free and clear of all deductions or withholdings whatsoever save only as may be required by applicable law. If under applicable law, Customer is required to make any deductions or withholdings from payments otherwise due to SIB, Customer shall be solely responsible for such deduction or withholding and, notwithstanding the same, shall pay to SIB the amount which SIB would have been entitled to receive in the absence of such requirement to make a deduction or withholding. SIB's price list defines the applicable price reductions.

6.2 The price does not include value added tax or similar taxes on turnover ("VAT"). The VAT is borne by the Customer in addition to contractual price. VAT exemption may apply in accordance with applicable law and subject to all the legal conditions are duly met in a timely manner as described hereafter.

For intracommunity delivery, when the Customer arranges the transport, the Customer shall provide SIB with the proof of transportation as foreseen in article 45a 1 (b) of the Council Implementing Regulation (EU) No 282/2011 (EN), by the tenth day of the month following the supply.

For export, when the Customer is involved in the customs filings preparation, the Customer shall ensure SIB is designated as the exporter from a tax standpoint and provide export evidence to SIB by the tenth day of the month following the export takes place, or upon request of SIB, whatever event occurs first.

In case the Customer fails to provide SIB with the required documents or does not provide them in a timely manner or in case of inconsistency between the documentation provided and the terms of delivery agreed between the parties, no VAT exemption can apply and the Customer is liable to pay to SIB the VAT due on the supply and shall keep SIB harmless against any VAT and/or sanction and/or interests arising from above mentioned failures. If the destination of the Supplies indicated in the order are modified by the Customer, the Customer shall indemnify SIB for any taxes, penalties and late payment interest resulting from such modification.

Article 7 – Terms of payment

The terms and means of payment are specified in the special terms for each Contract. The invoice specifies the date that payment is due. Payments are due by bank transfer, to the details given on the invoice, 45 days after the end of the month from invoice's date issue. Deposits are payable in cash upon receipt of the order acknowledgement. The terms of payment may not be delayed. SIB reserves the right to require stricter payment terms and/or guarantees of payment in case of payment incident(s).

Any default in payment on the due date will by rights result in:

- all amounts due in the Contract becoming payable immediately,
- the suspension of any services in progress and deliveries.

Only effective payment that have cleared will be considered as constituting full payment for the purposes of these GTCS. No discount may be granted in the event of early payment as per the terms stated on the invoice. In the event of late payment or maturity extension, it will be applied in accordance with the law as a penalty, an increase in the amount of receivables equal to three times legal interest rate. Similarly, in case of late payment or partial payment, a lump sum of 40 € is payable ipso jure from the first day of delay. In case of higher costs incurred by SIB, an additional compensation is payable.

Article 8 - Delays

Delays for Supplies are specified in the special terms, their respect constitutes an obligation of means. These delays start from the day of the issue of the acknowledgement of receipt by SIB. SIB is automatically released from any obligation relating to supply times and the Customer will be liable for the financial consequences in the following cases, without limitation:

- a) default and/or delay by the Customer in the sending of any necessary information or test parts necessary for the execution of the Contract,
- b) default and/or delay by the Customer in execution of its obligations hereunder and/or in making available the premises where the Contract is to be carried out,
- c) default and/or delay in the obtaining of licences and/or administrative authorisations by the Customer.

Article 9 – Force Majeure

Force majeure shall mean such as but not limited to the following events: war, riot, revolution, civil confrontation, embargo, earthquake, flood, storm, lightnings, natural disasters, epidemic, pandemic, disturbances of transports and means of communication, act of state, fire, explosion, strike. Both Parties shall implement all the means at their disposal to limit the consequences of the force majeure event.

The affected Party shall promptly notify the other Party as soon as possible and by all means of the circumstances of the occurrence of this event and the corresponding supporting documents. This Party shall also indicate to the other Party, the incidences on the performance of its contractual obligations, the proposed measures to avoid and limit the negative effects.

Any case of force majeure directly affecting the execution of one Party's obligations, shall release this Party of its obligations and will suspend partially or totally its execution until the end of the said event. If the suspension lasts more than three months, the Parties may meet and find an agreement on the actions to set up and on the needed amendment to the Contract. In case the agreement is not reached, SIB reserves the right to terminate the Contract.

Article 10 – Liquidated damages for late delivery

In case of delay attributable to SIB, SIB could pay liquidated damages equal to 1 % per full week of delay of the price excluding tax of the Supplies that have not been delivered, to a maximum of 5 % of the Contract price excluding VAT. These liquidated damages are sole remedy.

Article 11 – Delivery

France:

For metropolitan France, delivery is free of charge for any order of € 600 excluding taxes and which can be delivered in one go at one address.

For Corsica, the delivery is free of charge for any order of € 1000 excluding taxes and which can be delivered at the same time at one address.

For Overseas Departments and Territories of France, the prices given are ex-factory.

Express courier fees are charged to the buyer regardless of the amount of the order.

For France, for any order below € 150 excluding taxes, an administrative fee of € 60 excluding taxes will be charged. For any on-site delivery outside Paris (dept. 75), a fee of € 100 excluding taxes will be charged regardless of the amount of the order.

For any on-site delivery inside Paris (dept. 75), a fee of € 125 excluding taxes will be charged regardless of the amount of the order.

Export:

For export sales, an administration fee of € 60 excluding taxes will be charged for any order below € 150 excluding taxes. Incoterms. The terms of delivery indicated in the Contract (EXW, FCA, CPT, DDP, etc.) refer to INCOTERMS 2020. In the event that the Customer does not take delivery on the date that it becomes available, the Supplies will be stored at the Customer's expenses; the Customer will be responsible for any associated risks and SIB will not be responsible in any way. These provisions have no effect on the payment obligations stipulated.

Article 12 - Packaging

Non-returnable packaging is always charged to the Customer and will not be taken back by SIB.

Article 13 – Acceptance of Supplies

13.1 – Acceptance at SIB's or its sub-contractors' premises

When acceptance is planned at SIB, it is the Customer's responsibility to be present or represented. In the event that the Customer is not present at acceptance, the Supplies will be considered to have been received in the presence of both parties. Acceptance will result in the issuing of a statement of acceptance testifying to the compliance of the Supplies with contractual requirements.

13.2 – Acceptance at the Customer's premises

The acceptance of Supplies may take place at the Customer's site. The purpose of this acceptance is to check contradictory the compliance of the Supplies with contractual requirements. This acceptance cannot call into question the compliance check carried out and approved with the statement of acceptance issued at SIB or its sub-contractors, on the case may be. SIB will inform the Customer beforehand of the date of acceptance.

13.3 – Common Provisions relating to acceptance

The Customer is bound to provide test parts that comply with the contractual plans. The Customer undertakes to make all the necessary resources available to SIB in order to carry out the acceptance. If acceptance cannot take place in accordance with the terms and times stipulated for reasons not attributable to SIB, SIB may modify the terms of the acceptance. Under no circumstances may acceptance be refused on account of minor faults that do not prevent the Supplies from normal functioning.

Article 14 – Transfer of ownership

SIB reserves ownership of the Supplies sold until full payment. The Customer is bound to inform SIB immediately of the seizure of the Supplies by a third party, and to take all possible measures in order to protect SIB's right of ownership in the event of the involvement of creditors until the date of transfer of ownership. In the event of non-payment of the price on the stipulated date, SIB will automatically have the right by registered mail with acknowledgement of receipt, to immediately terminate the sale, subject to any damages and interest due to SIB. In these circumstances, the Customer gives SIB or any person designated by the latter, immediate authorization to enter the premises during working hours where the Supplies are located for the purpose of their removal.

Article 15 – Transfer of risk

Notwithstanding the provisions of article 14, the risks relating to the Supplies are transferred to the Customer at the time of delivery as specified in article 11.

Article 16 – Guarantee of Supplies

16.1 – Defects eligible to be covered under the guarantee

SIB undertakes to remedy any operating defects resulting from faults in the design, materials or execution) of the Supplies in accordance with the provisions below.

The guarantee only applies to the Supplies stipulated in the Contract, excluding wear and tear and consumable parts.

SIB's guarantee does not apply:

- to anomalies arising from supplies or parts provided by the Customer or arising from the Customer's own design in the Supplies manufacturing,
- in case of normal abrasion, normal corrosion or normal wear of the Supplies or their components, their deterioration due to negligence, lack of surveillance or maintenance of the Supplies by the Customer,
- in the event of use or storage of the Supplies that does not comply with SIB's technical specifications, or incorrect use by the Customer or a third party,
- in the event of repair, modification, dismantling or reassembly connection of the Supplies not carried out by SIB.

16.2 – Period and start of guarantee

The guarantee extends over a period of twelve months starting from the day of delivery as defined above in article 11. If acceptance is subject to special terms or if the Customer starts operating the Supplies before the date of acceptance, the guarantee period will start from the acceptance date or the date when operation of the supplies began. Under no circumstances may the guarantee exceed a period of eighteen months from the date of delivery as defined in article 11. The repair, modification or replacement of parts and/or the Supplies during the guarantee period will not result in an extension of this guarantee period of the Supplies.

16.3 - Obligations of the Customer

In order to benefit from the guarantee, the Customer must immediately advise SIB in writing of the defects attributed to the Supplies and provide appropriate justifications. The Customer must allow SIB every opportunity to observe these defects and to remedy them. It is understood that the execution of repairs under this guarantee may result in the interruption of the operation of the Supplies. Thus, the Customer shall take all preliminary necessary measures before SIB's intervention and shall notably carry out backups of data and programs. SIB will not be held responsible for the loss of any data. The cost of works carried out by SIB at the Customer's request relating to the guarantee which prove not to be covered by the guarantee will be borne by the Customer.

16.4 – Operation of guarantee

In case of proven defect, it is SIB's responsibility to remedy them, SIB reserving the right, if necessary, to modify the Supplies in such a way as to satisfy its contractual obligations. The transport of the Supplies, the removal and re-installation of the Supplies or any other equipment, customs duties and import taxes shall be borne by the Customer under its sole responsibility.

Works necessary under the guarantee will be carried out at SIB's premises, after the Customer has returned the Supplies and/or defective parts for repair or replacement (whichever SIB deems appropriate).

If the nature of the Supplies requires that the repair takes place at the Customer's premises, or those of the final customer, SIB will bear the labour costs associated with this repair excluding preliminary works or dismantling and reassembling of equipment other than the Supplies in question but made necessary by the conditions of use or set-up of the Supplies. The works to be carried out under guarantee will be provided during normal working hours and on SIB's working days. Travel and accommodation costs will be charged to the Customer. Parts that are replaced free of charge will be sent back to SIB at the Customer's cost and become the property of SIB.

SIB's responsibility under the guarantee is strictly limited to the obligations defined in this article.

Article 16.5 – Resale to consumers - Information on spare parts outside the warranty

To meet the requirements of Article L.111-4 of the Consumer Code, the Customer is informed that in view of the nature of the Supplies or otherwise indicated by SIB, SIB does not ensure the availability of spare parts required for the use of products, leaving it to the Client to use this information as is prescribed by law and regulations.

Article 17 – Making available of equipment

If equipment that is owned by SIB is made available to the Customer, the latter is fully responsible for this equipment and undertakes only to use it for the requirements of the Contract, to respect safety regulations, to protect it and to return it in its original condition at the request of SIB.

Article 18 – Intellectual property – Confidentiality

18.1- Intellectual property

No provision of the Contract may be interpreted as transferring to the Customer any intellectual property rights whatsoever (brands, patents, know-how, literary or artistic ownership, etc) owned by SIB prior to the Contract or developed by SIB in the course of the Contract execution (trademark, patent, know-how, literary or artistic property etc.).

Intellectual property rights relating to any documentation such as quotations, propositions, studies, software, plans, drawings, schemes and more generally all documents presented or sent by SIB remain the exclusive property of SIB. These quotations, propositions, studies, software programs, plans, drawings, schemes and documents must not under any circumstances be communicated to third parties or reproduced, or be used directly or indirectly in other projects without SIB's prior written authorisation, acceptance of the order only giving the Customer a right of use for the operation of the Supplies.

A software licence transfers no title or ownership in the software to the Customer. Subject to applicable laws, **any reverse engineering, decompiling, modification or creation of derivative software by the Customer, or the Customer's agents, customers, distributors or licensees is strictly prohibited.**

SIB undertakes to defend the Customer against any claims relating to the infringement of an intellectual property right in France by SIB's Supplies.

SIB will defend the Customer on condition that:

- the Customer informs SIB of the claim as soon as possible in writing,
- SIB has sole charge of the defence and all negotiations relating to a settlement.

SIB will not be responsible for an infringement claim in the following cases:

- the combination, implementation or use of the Supplies with equipment or data or software not supplied by SIB,
- a modification of the Supplies by the Customer or by a third party.

18.2- Confidentiality

Each Party undertakes to keep confidential all information received or came to its knowledge, whether in writing, verbally or in person, during the execution of the Contract and undertakes to divulge only internally to members of staff needing to have knowledge

thereof. Each Party is forbidden to communicate in any manner all or part of such information to third parties and to use for a purpose other than the performance of the Contract. Each Party shall neither copied nor reproduced nor duplicated, whether wholly or in part, the said information without the other Party's prior written authorization. Each Party shall ensure the respect of this commitment by its employees. These provisions shall apply for a period of ten years after the end of the Contract, except for the knowledge that is or later will fall into the public domain.

Article 19 – Trade Controls

19.1 - The Parties agree to comply with all applicable sanctions and export control laws in connection with this Contract. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or transshipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the individual order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

19.2 - The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the order neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

19.3 - If, as a result of Trade Control Laws issued or amended after the date of the order, (i) the Customer or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by SIB or any of its affiliates becomes illegal or impracticable, SIB shall be entitled to either immediately suspend the performance of the affected obligation under the order until such time as SIB may lawfully discharge such obligation or unilaterally terminate the order in whole or in part. SIB will not be liable to the Customer for any costs, expenses or damages associated with such suspension or termination of the order.

19.4 SIB's Supplies may be subject to foreign trade restrictions, including dual-use trade controls. The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of equipment and services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At SIB's request, Customer shall provide to SIB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to SIB.

19.5 - The Customer represents and warrants that the Supplies are for civil use only. The Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from SIB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by SIB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by SIB at any time).

19.6 - If the Customer infringes any obligations in this clause 19 in connection with the order, the Customer must immediately notify SIB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and SIB shall have the right to unilaterally terminate the Contract with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by SIB, and SIB shall not be liable to Customer for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Customer shall indemnify SIB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Contract. SIB may report such violations to relevant authorities as required by applicable Trade Control Laws.

19.7 - For the avoidance of doubt, no provision in the Contract shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

19.8 - The Customer further represents and warrants that the Supplies provided under the Contract shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of SIB.

Article 20 – Transfer

The Contract is of an *intuitu personae* nature and may not be transferred without SIB's prior written agreement.

Article 21 – Liability

Notwithstanding any clause to the contrary, SIB will not reimburse any immaterial damage such as, but not limited to, loss of revenue, loss of profit, interruption of operations, financial costs, loss of orders, loss of data etc, the Customer renouncing the right to any claim in its own name, or that of its insurers, against SIB and its insurers.

With the exception of gross negligence by SIB and compensation for physical injuries, SIB's overall liability is limited, all claims combined, to a maximum amount equal to the value of the Contract.

Article 22 – Treatment of Waste from Electrical and Electronic Equipment as well as batteries and accumulators (Regulation 2012/19/EC-Regulation 2006/66/EC)

As part of its efforts to comply with regulations concerning the disposal and treatment of waste from construction products, SIB has joined the Eco-Maison organization (a government-approved company), which manages the collection of ecotaxes as part of its regulatory obligations to reuse and recycle its products. The Customer undertakes to take cognizance of and comply with the instructions given by SIB in this regard. In the event of resale of the Supply, the Customer undertakes to inform his customer of said instructions.

Article 23 – REACH

The Customer has an obligation to inform SIB of the identified uses of substances on their own and/or in preparations and/or in the Supplies in the Contract, and generally to respect all of the obligations associated with its role in the supply chain, as stipulated by the REACH regulations (CE) No. 1907/2006 and of any subsequent modifications.

Article 24 – Integrity

Both Parties will comply with all Applicable Integrity Laws in connection with the Contract. Both Parties shall also ensure that their respective employees, officers, directors, and any affiliates or third parties engaged in any manner in relation to the Contract shall undertake to comply with all Applicable Integrity Laws and the requirements set out in this Clause in connection with the Contract. Both Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any Applicable Integrity Laws in connection with this Contract.

Applicable Integrity Laws means (i) Anti-bribery and anti-corruption laws: including U.S. Foreign Corrupt Practices Act 1977 (as amended), UK Bribery Act 2010 (as amended), Article 17.1. of Law No 2016-1691, known as Law Sapin II, on transparency, the fight against corruption and the modernization of economic life, any legislation enacting the principles of the OECD Convention on Combating Bribery of Foreign Officials and any other applicable laws, rules, regulations, decrees and/or official governmental orders relating to anti-corruption, anti-money laundering and anti-tax evasion in relevant jurisdictions; (ii) Trade Control Laws and (iii) human rights and anti-modern slavery laws: including the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Core Conventions on Labor Standards, the UK Modern Slavery Act and other similar human rights, anti-human trafficking and anti-modern slavery laws and regulations

Thus, each Party warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of the other Party or any other party in a manner contrary to the Applicable Integrity Laws.

Each Party undertakes, insofar as Applicable Integrity Laws are applicable to it, to prevent and detect in France or abroad any acts of corruption or influence peddling, in the manner provided for the Applicable Integrity Laws.

The Customer herewith acknowledges and confirms that he has received a copy of SIB's Code of Conduct ([ABB Code of Conduct](#)) and SIB's Supplier Code of Conduct ([ABB Supplier Code of Conduct — ABB Group](#)) or has been provided information on how to access the Code of Conduct on the SIB website. The Customer agrees to perform its contractual obligations under the Contract with substantially similar standards of ethical behaviour.

The Customer shall immediately notify SIB in writing of any potential or actual breach of obligations set forth under Applicable Integrity Laws, the SIB Code of Conduct, or this Integrity clause by either the Customer, its affiliated parties or any third parties engaged by Customer in relation to the Contract. In the event of such notification or if SIB otherwise has reason to believe that a potential or actual breach has occurred, Customer agrees to cooperate in good faith with any audit, inquiries, or investigation which SIB deems necessary. During such audit, inquiries or investigation, SIB may suspend performance of its obligations until such time as SIB has received confirmation to its satisfaction that no breach has occurred or will occur. SIB shall not be liable to Customer for any claim, losses or damages whatsoever related to its decision to suspend or terminate performance of its obligations under this provision.

Notwithstanding the foregoing or any other provision in the Contract, in the event of any actual or imminent violation of Applicable Integrity Laws or material breach of obligations set forth under the SIB Code of Conduct or this Integrity clause, SIB shall, subject to mandatory provisions of Applicable Integrity Laws, have the right to unilaterally terminate the Contract with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by SIB, and SIB shall not be liable to Customer for any claim, losses or damages whatsoever related to its decision to terminate performance of its obligations under this provision. Further, Customer shall indemnify SIB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Contract. SIB may report such violations to relevant authorities as required by Applicable Integrity Laws.

Article 25 – Personal Data protection

The Parties agree that the protection of Personal Data is primordial. If one Party discloses Personal Data to the other Party, this latter shall comply with all applicable data protection laws and regulations.

Each Party agrees that it will not withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application if necessary, and agrees to implement them.

The Parties acknowledge that the processing of Personal Data in accordance with the Contract may require the conclusion of additional data processing or data protection agreements.

Article 26 – Hardship

Both parties are aware of the global supply chain and related challenges/uncertainties from outbreaks, epidemics, war (declared or undeclared), government regulations and acts of

governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and availability and cost of other raw materials that may impact the cost of both parties and/or delivery schedule(s)/dates. Notwithstanding anything in this Contract to the contrary, the Parties agree that in the event of the occurrence of any of the above aforementioned challenges, in the spirit of cooperation they will work together in good faith to make an equitable adjustments to delivery dates, pricing and/or possible reductions of the contractually owed quantity of the Supplies to be delivered to the Customer, with a view to employing reasonable efforts to ensure that this Contract can be at least fulfilled in part. In the event the Parties are unable to reach a mutually acceptable equitable adjustment within 15 working days for any of the foregoing, then the Parties shall be excused from performance under the Contract which shall terminate.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with the excusable events provided hereto.

Article 27 – Change in law

Notwithstanding anything to the contrary in the Contract, if, after submission of SIB's offer or during the term of the Contract, a modification, repeal or new laws, rules, regulations, ordinances, orders, codes or decrees (including changes in work permits, visa requirements, taxation and import / export) occur that affect the performance of the Contract, including but not limited to, the cost and / or the time, therefore a fair adjustment to the Contract shall be made based on the documentation provided by SIB, such as (I) the date of delivery or completion, (II) the price, which shall be increased for indemnify SIB for any increase in costs; and/or (iii) other commitments or obligations of SIB suffering the impact of these changes in law.

Article 28 – Cybersecurity

The Supplies sold by SIB may be connected to the Customer's or its end customer's information system which is designed to be connected and/or to communicate information and data via a network interface. It is the sole responsibility of the Customer and/or its end customer to provide and maintain a secure connection between its system and any other network. It is the sole responsibility of the Customer and/or its end customer to establish and maintain all appropriate security measures, such as installing firewalls, applying authentication measures, encrypting data, installing anti-virus programs, etc., to protect the system, including its network and external interfaces, from any type of security breach, unauthorized access, interference, intrusion, leakage and/or theft or loss of data or information.

Article 29 – Suspension - Termination

In case of suspension and/or termination of the Contract by the Customer for reasons not resulting from SIB's fault, the Customer undertakes to reimburse any engaged and committed expenses and costs by SIB due to this suspension and/or termination.

Furthermore, SIB shall be indemnified of any damages resulting from this suspension and/or termination. In case of suspension, contractual deadlines of SIB shall be adjusted.

In case of suspension or termination, on the case may be, due to a breach of Contract by the Customer, SIB can terminate ipso jure and without any formalities all or a part of the Contract without prejudice of any other rights and remedies, in such case SIB's liability cannot be engaged.

Article 30 – Applicable Law - Jurisdiction

The applicable Law is French Law. In the event of a dispute and failing of an amicable settlement, the **Competent Courts of Paris (France)** will have sole jurisdiction, even in the event of third party appeals or multiple respondents.