

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1 Orders

#### 1.1 Scope

These terms and conditions apply to any order for hardware, equipment or services of any nature (the "PRODUCTS") issued by IMV-TECHNOLOGIES (the "BUYER"). The supplier (the "SELLER") recognizes that their acceptance of the order implies express acceptance of these terms and conditions.

In the event the SELLER has issued general terms and conditions of sale, the SELLER and the BUYER agree on the special conditions in which the provisions of these general terms and conditions of purchase shall prevail and shall derogate from the general terms and conditions of sale. The BUYER and the SELLER can agree to establish special conditions negotiated in good faith and accepted in writing. The special conditions attached to the order prevail over these general terms and conditions of purchase.

#### 1.2 Acknowledgment of receipt

With a period of five (5) days, the SELLER must confirm via an ACKNOWLEDGMENT OF RECEIPT, the delivery date(s), the Quantity or Quantities and the Price(s). An order shall be considered as final and contractual upon reception by the BUYER of a written or electronic message (such as an email) from the SELLER confirming receipt of the order (the "ACKNOWLEDGMENT OF RECEIPT"), without reserve, within ten (10) business days following the date of the order. Otherwise, it shall be deemed as accepted by the supplier after this period.

#### 1.3 Order supplements

An order that does not expressly indicate any information that is necessary for fulfilling the order (purpose, price, place of manufacture of the PRODUCTS, delivery lead times, etc.) shall not be regarded as valid by the BUYER until the BUYER has accepted in writing said information provided by the SELLER.

#### 1.4 Modifications and substitutions

The BUYER can modify the order after reception of the ACKNOWLEDGMENT OF RECEIPT. The SELLER shall then, within a period of five (5) business days, inform the BUYER of the impact of the modifications requested by the BUYER on the delivery conditions. The possible changes in the delivery conditions shall have to be accepted in writing by the BUYER and the SELLER (the "PARTIES") in an amendment or in a new order. If there is no agreement between the PARTIES within a period of ten (10) business days following notification of the proposed modification, the BUYER shall have the faculty to cancel the order for which a modification was requested according to the stipulations provided for in Article 7.

The SELLER is not authorized to make or propose the slightest modification or substitution of any nature whatsoever, in particular the supply or delivery of PRODUCTS that are not compliant with the order without prior written approval from the BUYER. If the BUYER does not approve the modification proposed by the SELLER, the SELLER remains bound to the terms of the order initially accepted by the PARTIES.

### 2 Price, billing and payment

#### 2.1 Price

The price that applies is the one mentioned in the order. The price is without tax, fixed, firm and cannot be revised.

Unless mentioned otherwise, the price includes the costs of packaging, labeling, storage, insurance, transport and customs clearance (within the limit of the terms of Article 3.6) as well as any other cost, risk or charge with respect to the execution of the order. No additional cost, of any nature whatsoever, can be billed, without prior written approval from the BUYER expressly mentioned on the order.

#### 2.2 Billing

The SELLER must bill the BUYER in accordance with the billing schedule defined in the order. The invoices must be established and include (i) the date and the number of the order form, (ii) a detailed description of the PRODUCTS supplied in accordance with the description of the order, (iii) the quantities, yardage, volumes or masses delivered, (iv) the detailed prices of the PRODUCTS supplied, (v) details on the other costs included in the price of the PRODUCTS (packaging, labeling, storage, insurance, transport, customs clearance, etc.), (vi) the date and the reference of the delivery note, (vii) any other necessary reference document.

Unless mentioned otherwise in the order, the SELLER shall issue the invoice on the day of delivery, to the billing address. All invoices must be forwarded to the email address [comptabilite-fournisseurs@imv-technologies.com](mailto:comptabilite-fournisseurs@imv-technologies.com). Any invoice that does not comply with the stipulations mentioned hereinabove shall be considered by the BUYER as invalid and shall be returned to the SELLER. Any invoice or down payment request may only relate to a single Order. For any down payment request, the BUYER reserves the right to request a bank security for down payment restitution.

#### 2.3 Payment

Unless mentioned otherwise in the order, invoices shall be payable by bank wire transfer within 60 days from the date of issue of the invoice by the SELLER. However, in case of non-conformity of all or a portion of the PRODUCTS duly reported to the SELLER, the BUYER reserves the right to suspend payment of the corresponding invoice until the PRODUCTS are put into conformity.

In case of late payment, the penalties that apply to the BUYER are calculated on the basis of an interest rate equal to three (3) times the legal interest rate applicable in France, in the conditions provided for in Article L441-6.1 of the French Commercial Code.

The BUYER reserves the right to compensate the amounts owed to the SELLER, with the sums owed to the BUYER in terms of all Orders. To this end, the BUYER must notify the SELLER in writing beforehand of the amounts receivable and the amounts payable that can be compensated. The SELLER then has a period of thirty (30) calendar days to inform the BUYER of any challenge to the compensation. Otherwise, the SELLER is deemed to have authorized the BUYER to carry out the compensation.

Any transfer or delegation of amounts receivable or remittance by the SELLER of its invoices to a factoring company must, beforehand, be submitted to the BUYER for approval by mail sent with proof of receipt to the billing address indicated in the Order.

#### 3.1 Packaging

The SELLER must deliver the PRODUCTS in suitable packaging that takes the nature of the PRODUCTS into account and the precautions to be taken in order to protect the PRODUCTS from inclement weather, corrosion, loading accidents, transport and storage constraints, vibrations and impact, etc., and more generally to prevent any damage to the PRODUCTS during transport. In any case, the PRODUCTS must be sealed, packaged, marked and prepared for shipment. The packaging must be (i) compliant for commercial use, (ii) acceptable by the carriers for shipment at least cost, (iii) adapted in order to ensure that the PRODUCT arrive at their destination in good condition.

#### 3.2 Labeling

The SELLER must mark all packaging and containers with all instructions concerning the lifting, handling and transport required, by clearly identifying and marking the articles that require special care, storage and/or transport conditions, and by indicating the precautions to be taken. The SELLER must label each package and container with the transport information, BUYER's Article reference, the date of shipment, the date and location of delivery, the respective names and addresses of the shipper, consignee and recipient.

#### 3.3 Damages to products during transport

Unless indicated otherwise by the Incoterm, the SELLER alone is responsible for damage to the PRODUCTS during transport, including damage to PRODUCTS and missing items, without the SELLER able to avail itself of any fault whatsoever of the BUYER or of a third party, including in particular the carriers and the intermediaries who intervene during the transport to reduce or exclude its liability towards the BUYER. The SELLER alone is also responsible for any expenses and any additional costs arising from packaging, marking or labeling that is incorrect or inappropriate.

#### 3.4 Delivery Note

The SELLER must send the BUYER, along with the shipped PRODUCTS, a delivery note in two (2) copies, indicating (i) the date and the number of the order, (ii) a detailed description of the PRODUCTS that are to be delivered in accordance with the description of the order, (iii) the total number of packages in the shipment, (iv) the identification of the gross and net weight of each package, (v) the complete address of the warehouses of the shipper and of the consignee where applicable, (vi) the means of transport, (vii) the shipment date, (viii) date and location of delivery. The signing of the delivery notes by the BUYER solely has for effect to observe the apparent good condition of the PRODUCTS and cannot in any case relieve the SELLER of its liabilities in terms of the Order, including its warranty obligations. Consequently, the BUYER reserves the right to report losses, damage or any non-conformity of the PRODUCTS observed during unpacking or during later inspections.

#### 3.5 CERTIFICATE OF CONFORMITY

A certificate of conformity must accompany the PRODUCTS when this is specified in the order by the BUYER.

#### 3.6 Delivery

The order must mention the Incoterm that applies from among those mentioned in the Incoterms® 2020 rules of the ICC. Unless mentioned otherwise, the transport of the PRODUCTS is done "Duty Delivery Paid" (DDP Incoterms® 2020) at the establishment designated on the order for the delivery. Transport is carried out at the risks and expense of the SELLER. In any case, the SELLER must provide suitable insurance that covers the PRODUCTS until the transfer of risks to the BUYER.

#### 3.7 Surplus

The BUYER accepts only the quantities ordered, subject to the stipulations of Article 1.4. Any surplus shall be held at the risks and expense of the SELLER for a period not exceeding ten (10) business days starting from the date of delivery. If at the end of this period, the SELLER has not taken back the PRODUCTS and has not sent instructions for shipment at its expense, the BUYER shall return the PRODUCTS in excess of the quantities ordered to the SELLER at the risks and expense of the latter. The SELLER accepts that the BUYER can decide, at its sole discretion, to purchase all or a portion of the surplus according to the conditions stipulated on the order form.

### 4 Delivery lead time and delays

#### 4.1 Delivery lead time and dates

The delivery lead times and dates are indicated in the order. The acceptance by the SELLER of the order implies its irrevocable commitment to meet the delivery lead times and dates thus defined. The delivery lead times and dates indicated in the order are imperative; these are essential mentions and cannot be modified without approval in writing signed by both PARTIES. The BUYER reserves the right to examine at any time the progress of the execution of the Order at the SELLER's and its subcontractors.

#### 4.2 Early delivery

Early deliveries are subject to prior written approval from the BUYER. The BUYER shall have the right to refuse an early delivery that it has not accepted beforehand in writing. In any case, the SELLER shall have no right to a bonus for early delivery.

#### 4.3 Delivery delays

The SELLER must immediately inform the BUYER in writing of any detailed circumstances concerning any event that can delay the execution of the order, without however being able to claim therefrom an extension in the delivery lead time.

In case of late delivery, even for a fraction of the order, as in the event of a failure to notify such as provided for in the preceding paragraph, and except in cases of force majeure, the BUYER shall have the right (i) to cancel the balance of the PRODUCTS remaining to be delivered concerning all orders in progress, with having retained all or a portion of the PRODUCTS delivered late not constituting for the BUYER waiving of this faculty to cancel, (ii) to procure from any other manufacturer of equivalent products the PRODUCTS ordered at the expense of the SELLER, (iii) to require the immediate delivery and as is, of the PRODUCTS, so as to complete them or have them completed by a third party at the sole expense of the SELLER.

The SELLER cannot claim any indemnity or compensation as a consequence of the options thus offered to the BUYER. The options thus offered to the BUYER are without prejudice to the other rights of the BUYER in particular in terms of the repair for damages, loss or prejudice incurred due to the delay.

#### 4.4 Late penalties

THE BUYER can further demand payment of late penalties that can be applied to all amounts that it could owe to the SELLER, with these penalties being equal to 0.4% of the total amount of the

order for each business day late starting from the day following the schedule day of delivery, up to 10% of the total amount of the order. These penalties are without prejudice to the other rights of the BUYER in particular in terms of the repair for damages, loss or prejudice incurred due to the delay.

#### 4.5 Force majeure

The PARTIES shall not be held responsible for any delay or failure in the execution of their obligations resulting from any case of force majeure, i.e. any unforeseeable and unavoidable event that is outside their control such as generally established by jurisprudence. The PARTY intending to invoke a case of force majeure shall send the other PARTY written notification via registered letter with proof of receipt, detailing the case of force majeure that it intends to invoke and the consequences thereof on any delay or failure to execute in the obligation within five (5) business days following the knowledge by this PARTY of the case of force majeure. Each one of the Parties solely supports the costs subsequent to the suspension of the Order for force majeure. If no agreement can be reached concerning the setting up of palliative measures and if the force majeure situation lasts more than one (1) month starting from the notification thereof, each of the Parties can immediately terminate all or a portion of the Order.

### 5 Transfer of risks and ownership

#### 5.1 Transfer of risks

The transfer of risks shall be according to the Incoterms® 2020 of the ICC indicated on the order. If no Incoterm is applicable, or in the absence of any indication of an Incoterm on the order, the transfer of risks will take place after the quantitatively and qualitatively compliant delivery of the PRODUCTS to the BUYER.

#### 5.2 Transfer of ownership

The transfer of ownership of the PRODUCTS takes place in accordance with the provisions of Article 1583 of the French Civil Code or, in cases of this kind at the latest at the time of the individualization thereof in the premises of the SELLER or of its own suppliers or intermediaries. The SELLER undertakes to ensure in all circumstances the ownership right of the BUYER and renounces any ownership reserve clause that has, directly or indirectly, the purpose of subordinating, in any way whatsoever, the transfer of ownership of all or a portion of the PRODUCTS to the payment of all or a portion of the price.

### 6 Execution of the order

#### 6.1 Quality System - Inspections and Controls - Audit

The Seller executes the Order according to the state of the art, the standards of the profession and in compliance with any regulations and laws that apply to its activity.

The SELLER is bound to implement a quality management system in accordance with the quality requirements required by the BUYER (ISO 9001, EN9100, ISO 13-485 etc.). Upon request, the documents pertaining to this system must be made available to the BUYER. When a failure, of any nature whatsoever, risks exerting an influence on the manufacturing quality of the PRODUCTS, the packaging thereof or more generally on the quality of the property or the service that the BUYER owes to its customers, the BUYER can request that the SELLER provide proof that it perfectly controls the quality of its PRODUCTS from the purchase of the raw materials to delivery. This proof must be provided via certification or a quality audit of the SELLER. The SELLER undertakes, upon request from the BUYER to forward to it all the elements allowing it to identify the origin, location and date of manufacture of the PRODUCTS or of the elements comprising the PRODUCTS, the records of the quality controls conducted, the series or batch numbers. It must furthermore provide traceability management that makes it possible to clearly identify the so-called "OEM" manufacturer of the materials, components and devices, including the articles in the assemblies and sub-assemblies, delivered in terms of the Order.

The SELLER must establish and maintain procedures aimed at preventing the purchase the use of counterfeit materials, components or devices for the execution of the Order by taking care to proceed with the monitoring of components as well as the traceability thereof at all levels of its production process and of its own purchases.

The SELLER acknowledges that during the execution of the order, the BUYER can access the premises of the SELLER in order in particular to audit the manufacturing processes, give special instructions, inspect and/or test the PRODUCTS ordered by means of tests and controls available in the plant of the SELLER. The conditions and methods of this audit must be agreed on beforehand by the PARTIES. The BUYER can be accompanied by a company mandated by the BUYER and/or a representative of the customer of the BUYER and/or any organization that grants certification to the PRODUCTS of the BUYER. If the audit detects a contract defect of the SELLER, the SELLER shall propose an action plan within 30 days in order to remedy the insufficiencies observed. Once the PARTIES have agreed on the principle and the content of this action plan, the SELLER accepts to conform to this plan. This audit shall not have for effect to limit the liabilities of the SELLER with regards to the BUYER.

#### 6.2 Product acceptance or refusal

The BUYER shall have the right to refuse PRODUCTS that are not compliant with the order, the specifications or technical indications communicated between the PARTIES.

The SELLER shall have to take back at its expense and risks the PRODUCTS that were the subject of a refusal within ten (10) business days starting from the date of receipt of the refusal notification. If the SELLER has not taken back the refused PRODUCTS within this period, the BUYER shall have the right to return them to the SELLER at the expense and risks of the latter.

In addition, when the BUYER refuses PRODUCTS, it reserves the faculty (i) either to cancel the balance of the PRODUCTS remaining to be delivered, with having retained a portion of the PRODUCTS deemed as non-compliant not constituting for the BUYER a waiver of this faculty to cancel, (ii) or require that the SELLER, within the period indicated, replace the scrapped PRODUCTS, (iii) or to execute or have executed the operations for the supplement or correction required to render the PRODUCTS compliant, with these operations being executed by the SELLER within a reasonable timeframe negotiated between the PARTIES and, the SELLER failing to take these measures within this period after formal notice is given to carry out these operations, by a third party at the sole expense of the SELLER. Any early payment does not imply acceptance of the PRODUCTS by the BUYER. Acceptance of the PRODUCTS at delivery cannot be invoked so as to limit the warranties defined in Article 8.

#### 6.3 Clauses concerning documentation

The following clauses relate to the industrialization documents and the production records of the SELLER. The SELLER must provide traceability of the records linked to the product. The SELLER must guarantee that the storage environment and the supports used allow for the preservation

and the legibility of the data throughout the duration of archiving. The SELLER must retain all the documents and records linked to the products for at least 15 years. No destruction of documents or records linked to the products can take place with written confirmation from the BUYER. Upon request, the SELLER must forward the documents and records linked to the product to the BUYER

### 7 Cancellation & Modifications

The BUYER can immediately cancel without legal proceedings, via a simple registered letter with proof of receipt, all or a portion of the orders without owing any indemnity or penalty to the SELLER if one of the following events occurs: (i) the SELLER fails in its obligation to deliver PRODUCTS (or the execution of any service) within the timeframes provided for in the order and the delay exceeds five (5) business days without prior approval from the BUYER, (ii) the SELLER fails in its warranty obligations, (iii) the SELLER defers their consent to changes in the order, such as defined in Article 1.4 hereinabove, for more than ten (10) business days, (iv) the PARTIES cannot come to an agreement in the hypothesis provided for in paragraph 1 of Article 1.4 hereinabove, (v) the SELLER fails in any of its obligations whatsoever stemming from these General Terms and Conditions of Purchase, the order or any contract between the PARTIES of which the order is the object, without remedying thereto within ten (10) business days following the reception of written notification from the BUYER reporting the failure to it, (vi) in case of the opening of a receivership or bankruptcy procedure against the SELLER, (vii) an event relating to force majeure, such as defined in Article 4.5 hereinabove, and causing a delay in the delivery of more than one (1) month. The stipulations in Article 10 shall continue to apply notwithstanding a cancellation.

#### 7.1 Notice period and Continuity of Service

Other than the events mentioned hereinabove, in the case where the PRODUCTS of the SELLER can no longer be marketed forcing the SELLER to suspend the continuity of the service, a written notice of 180 calendar days must be given to the BUYER.

The PARTIES undertake to take all measures required for the continuity of the service rendered to the Customers of the BUYER. For this purpose, the SELLER undertakes to honor all the orders in progress at the moment of the notification. The SELLER also undertakes to provide the BUYER with the possibility of last order for quantities that will allow it to ensure the continuity of services rendered to the Customers of the BUYER.

#### 7.2 Modifications

Any modification in the SELLER's manufacturing method or process must be submitted beforehand to the BUYER for written approval, with the stipulation that the SELLER undertakes to notify the BUYER of the modification with a notice period of at least:

- One (1) year before the scheduled date for the application of the modification for major modifications, i.e. changes that have an incidence on the final product and therefore on the patients (case with medical devices) of the customers of the BUYER
- Six (6) months before the scheduled date for the application of the modification for minor modifications, i.e. changes that do not have an incidence on the final product and therefore on the patients of customers of the BUYER

### 8 Conventional warranties

#### 8.1 Extent of the conventional warranty

Unless stipulated otherwise by the PARTIES, the SELLER guarantees, for a period of twelve (12) months start from the delivery of the PRODUCTS, that the PRODUCTS supplied are (i) compliant with all the indications mentioned on the order form and compliant with the specifications, diagrams, design plans and other data of the SELLER (regardless of the format) or supplied by the BUYER, (ii) of quality workmanship and free of any design, manufacturing, material and operating defects, and in general free of any defect rendering them unsuitable for rendering the expected usage of them, (iii) of fair marketable quality.

It is understood that the SELLER is responsible for the supply of all the parts required for the correct functioning of the operations so as to obtain from the PRODUCTS the expected usage, including when this is not expressly requested by the BUYER.

#### 8.2 Application of the conventional warranty

The BUYER must notify the SELLER in writing of any defect or malfunction of the PRODUCTS and the SELLER must without delay and at his expense either replace, or repair the PRODUCTS, or correct the defect or the malfunction.

The SELLER must grant a new warranty period of twelve (12) months after each replacement, repair or correction performed during the duration of the warranty, starting from the day when the replacement, repair or the correction is satisfactory and successfully performed.

#### 8.3 Non-compliance of the conventional warranty by the seller

If the SELLER does not meet its obligation to replace or repair PRODUCTS or correct the defect or malfunction, the BUYER shall have the right, at its sole discretion (i) to replace, repair or correct it itself and at the sole expense of the SELLER, (ii) have the replacement, repair or correction performed by a third party at the sole expense of the SELLER, (iii) obtain from the SELLER the full reimbursement of the purchase price of the PRODUCTS that are defective or that have a malfunction.

#### 8.4 Other warranties

The conventional warranty specified hereinabove is added to the legal warranties, and in particular to the hidden defect warranty of Article 1641 of the French Civil Code and to those expressly granted by the SELLER, as well as to any other warranty, express or tacit, that applies to the corresponding order, which the SELLER expressly acknowledges. These warranties shall remain valid notwithstanding any inspection, test, acceptance or payment made by the BUYER or any cancellation or agreement from the BUYER concerning orders.

### 9 Intellectual or industrial property rights

#### 9.1 Ownership – transfer

The SELLER acknowledges that the PRODUCTS, as well as all the diagrams, molds, plans, data, software, equipment or any other hardware and/or information (the "ELEMENTS") supplied by the BUYER and/or carried out by the SELLER for the BUYER for the needs of manufacturing PRODUCTS and/or executing an order, as well as all author's rights, patent, manufacturing secrets and/or any other intellectual or industrial property right relating thereto, are and shall remain the sole property of the BUYER.

The SELLER definitively transfers, exclusive to the BUYER, all the intellectual property rights (copyright, neighboring rights, industrial property rights) related to the ELEMENTS that it could be led to carry out in the framework of an order, as they are carried out, for the entire world and for the maximum legal duration of protection of copyrights. The price of this transfer is included in the price of the PRODUCTS. The intellectual property rights thus transferred imply the

exclusive right for the BUYER to register in its name, to operate in any location, public or private, all or a portion of the ELEMENTS, whether or not integrated into the PRODUCTS, whether for commercial purposes or not, free of charge or at a cost.

The rights thus transferred include the rights (i) to reproduce ELEMENTS in any number as it deems fit, whether or not associated with other creations of any nature whatsoever, on any support, by any technical process; (ii) to represent, in any location, in any form and in any language, ELEMENTS, whether or not associated with other creations of any nature whatsoever, by any means; (iii) to proceed with or to have any third party of its choice proceed with adaptations and translations of the ELEMENTS and to use them according to the same conditions and methods.

### 9.2 Compliance with third-party rights

The SELLER guarantees that the ELEMENTS (including the PRODUCTS) supplied do not infringe upon any patent, license rights, drawings and models, copyright or any other intellectual or industrial property rights of a third party. The SELLER declares that it is the owner of all the rights to use, manufacture and sell ELEMENTS and/or PRODUCTS and that the BUYER shall have the right to use and resell the ELEMENTS and/or PRODUCTS.

### 9.3 Guarantee:

The SELLER indemnifies the BUYER against any complaints, claims, actions from any third party, liability or damage pertaining to the use of the PRODUCTS and/or the transfer of rights mentioned in this Article 9.1 and undertakes to indemnify and pay all costs incurred by the BUYER for its defense, including a reasonable amount covering lawyer's fees, and to indemnify the BUYER for any damage, loss or prejudice incurred by the BUYER as a result of or arising out of the said complaints or actions.

## 10 Confidentiality of information

### 10.1 Confidentiality

The SELLER undertakes to retain as strictly confidential, with no limit as to the duration, all ELEMENTS, documents, information or data of any nature that is forwarded to it by the BUYER at the time of an order and to take all necessary measures imposed to prevent any communication or disclosure of the confidential information, including in particular the equipment, specifications, formulas, plans, details or manufacturing secrets, etc.) to a third party without prior approval in writing from the BUYER. In case of cancellation, the SELLER undertakes to return all of the confidential information belonging to the BUYER within a maximum period of ten (10) business days starting from the request in writing from the BUYER.

### 10.2 Communication and advertising

Any written or oral communication or any publication concerning the order or its contents cannot be carried out without the prior written consent of the BUYER.

## 11 Tools and lending of equipment

Specific equipment and tools can be manufactured by the SELLER for the account of and at the expense of the BUYER, and specific equipment and tools can be made available to the SELLER by the BUYER to be used in carrying out the PRODUCTS ordered by the BUYER. In these hypotheses, the SELLER undertakes to insure at its expense, the custody and maintenance of this equipment and tools that they would be in possession of as a custodian in order to keep them in good working order.

This equipment and tools are and remain the property of the BUYER and the SELLER must indicate this ownership by a marking if this has not already been done. The SELLER undertakes to take out all insurance policies required to cover these tools or molds from all risks of deterioration or losses.

The SELLER undertakes to return them in good condition upon first request from the BUYER within ten (10) business days, along with the duly completed tool sheets and their consignment forms.

## 12 Liability and insurance

### 12.1 Liability

The SELLER shall be exclusively liable regarding the BUYER and third parties for any damage resulting from the non-execution by the SELLER, its employees, agents or subcontractors, of its obligations in terms of the order. No limitation or exclusion of the liability of the SELLER, its employees, agents or subcontractors, for any reasons whatsoever, can be enforced against the BUYER. Thereupon, the SELLER shall indemnify the BUYER for all harmful consequences, including any convictions and legal fees (including lawyer's fees) resulting from the BUYER from liability proceedings initiated against it by a third party that has its basis in the PRODUCTS.

### 12.2 Insurance

The SELLER shall take out all suitable insurance policies in order to cover the financial consequences of its contractual and extra-contractual liability and this, for an amount that cannot be less than 1,500,000 Euros per insurance year, an amount that in no way constitutes a liability ceiling. It must justify this when the Order is accepted and upon any request from the BUYER. Otherwise, the BUYER reserves the right to cancel the Order. The SELLER accepts by virtue of this document to indemnify the BUYER for any damage and other consequences of the liability of the SELLER.

## 13 Applicable law and competent jurisdiction

### 13.1 Applicable law

The applicable law is French law. The 1980 Vienna Convention on Contracts for the International Sale of Goods does not apply.

### 13.2 Competent jurisdiction

Any dispute, regardless of its nature or cause, shall be referred to the commercial court of Alençon, whether it is a principal action, proceedings against the guarantor or joinder of a third party or urgent proceedings, even in the event of multiple defendants, to hear disputes that may arise between the VENDOR and the BUYER pursuant to this agreement or its consequences. However, before bringing the dispute before the competent Court, the parties shall negotiate in a spirit of fairness and good faith in order to arrive at a mutual agreement in the event of the occurrence of any conflict relating to these general terms and conditions of sale, including in relation to their validity. If, at the end of a period of 30 days, the PARTIES are unable to reach an agreement, the dispute shall be referred to the competent court designated hereinabove.

## 14 General

### 14.1 Partial invalidity

If one or several stipulations of these general terms and conditions of purchase were to be, for any reason whatsoever, null or unenforceable in any respect whatsoever, they will be considered as non-written and the other stipulations of this document shall not be affected.

### 14.2 Compliance with laws and regulations

The SELLER declares that it knows, and complies in all respects, with the laws, decrees and regulations issued by any national or local or other authority, as well as with any rule or regulation issued by the private or public organizations pertaining to its activity in the framework of the execution of the order. The SELLER must support all the financial and administrative consequences that the BUYER would suffer from, in particular, subsequent to non-compliance by the SELLER, its subcontractors or its suppliers, with the laws, decrees, regulations and other applicable texts mentioned hereinabove.

The SELLER undertakes to respond to any question that allows the BUYER to satisfy the inquiries of its own customers. In particular, upon simple request, the SELLER immediately forwards all information and all documentation demonstrating the conformity of the PRODUCTS, and of the conditions for executing the Order with the Regulations that apply.

### 14.2.1 Export Control

The SELLER acknowledges that certain transactions may be subject to export controls pursuant, in particular, to international or American rules ("Export Rules") which prohibit the export, the re-export or the diversion of certain products and/or technologies to certain countries. Consequently any transfer of goods, information, software, technical data, services between the Parties must be compliant with the applicable laws and Regulations, whether they are national or international, in particular those pertaining to export control (re-export) and imports, the sale and use of products, and in particular to the American regulations and any similar regulations in France and in the European Union.

If the PRODUCTS are subjected to Regulations on export control, the SELLER must, as soon as the Order is received, inform the BUYER of this, mentioning the specific regulations that apply and the classification of the PRODUCTS with regards to these Regulations. Before the first delivery of the PRODUCTS or when requested, the SELLER submits said classification to the BUYER.

Furthermore, during the duration of the execution of the Order, the SELLER immediately informs the BUYER in case of a change in the classification of the PRODUCTS, whether this change is the result of a change in design, Regulations or a change decided by the SELLER.

### 14.2.2 Anti-corruption

The SELLER must comply with the anti-corruption laws, directives, regulations that govern the operations in the countries where it exercises its activities. The SELLER declares and certifies that no bribes, gifts, advantages or other incentive have been or will be paid, given, promised or offered, directly or indirectly, to a civil servant, an employee of the BUYER, a government, service provider, a member of the family of this person, with the purpose of influencing the conclusion or the management of an Order.

### 14.2.3 Compliance with Human Rights, Working Conditions and Environmental Standards

The SELLER undertakes to comply with the basic principles of the Universal Declaration of Human Rights. Moreover, it undertakes to comply with the general principles of the conventions of the International Labor Organization aiming in particular to:

- eliminate all forms of forced labor, discrimination, harassment and exploitation of children; and
- promote compliance with working conditions and union freedom.

The SELLER certifies on its honor that the Order is carried out by legally-employed employees with regards to Labor and environmental regulations. Accepting the Order implies declaration. The SELLER retains at all times the authority over its agents and must answer for this before any competent body, as before the BUYER. The SELLER certifies that it is up to date with its declarations with the social protection bodies or the tax administration in virtue of the current Regulations.

In case of intervention in the premises of the BUYER or of a third party, the SELLER undertakes to comply with or have complied with all measures in terms of the environment, health and safety that apply to the establishment, whether these are of a general nature or are specific to the premises in which it intervenes.

### 14.2.4 ROHS- REACH – Conflict Minerals

The SELLER declares and certifies that it is compliant with the provisions of European Directive 2011/65/EU of June 8, 2011 (referred to as "ROHS").

In the hypothesis where the Order would concern PRODUCTS falling within the application scope of (EC) Regulation 1907/2006 concerning the recording, evaluation, authorization and restriction of chemical substances (referred to as the "REACH" regulation), the SELLER undertakes to proceed, at its expense, with all the formalities and obligations imposed by said Regulation. The SELLER shall also comply with the obligations concerning the communication of information provided for in the Regulation.

In conformity with American law Dodd-Frank Section 1502 "Conflict Minerals", and with the approach of the European Union founded on the OECD Guide pertaining to the "due diligence for responsible supply chains of minerals from conflict-affected and high-risk areas", the SELLER undertakes to (i) not use a so-called "conflict mineral" for the PRODUCTS, and to (ii) cooperate with the BUYER or its affiliates, to make it possible to meet the obligations.

### 14.2.4 Protection of personal data

The terms "personal data", "processing" and "data controller" used in this Article have the meaning that is given to them in the General Data Protection Regulation 2016/679 ("GDPR"). Each PARTY acknowledges that it acts as a data controller of the personal data communicated by the other PARTY in the framework of the Order. In this respect, each PARTY undertakes to comply with the requirements of any applicable legislation in terms of personal data protection, including the GDPR. In particular, it falls on each PARTY to provide the persons concerned with the required information concerning the characteristics of the processing activities and the rights of the persons concerned.

The SELLER must inform the BUYER without delay and within a maximum period of forty-eight (48) hours after having observed, the occurrence of any Data Violation resulting in direct or indirect consequences, any complaint that it would be sent by any Person Concerned by the Processing. The BUYER will be informed of this at the address DPO@imv-technologies.com. The SELLER undertakes to inform the Control Authority only upon written instruction from the BUYER, subject to imperative legal constraints to the contrary.

### 14.3 Waiver

Not claiming the execution of an obligation of the SELLER or not taking avail of a failure of the SELLER in any of its obligations whatsoever does not constitute a waiver of the BUYER and is not



a waiver to take avail of this in the future in such a way that the rights of the BUYER to subsequently impose compliance are not affected.

arising from the merger of one or the other of the PARTIES or purchaser of the business of one or the other of the PARTIES.

#### 14.4 Subcontracting

The SELLER cannot, without prior consent in writing from the BUYER, subcontract, directly or indirectly, at any level whatsoever, the execution of all or a portion of the order. The SELLER shall indemnify the BUYER for any complaint from its own co-contractors and/or suppliers.

#### 14.6 Safety

When the supply of the PRODUCTS is accompanied by the provision of a service, the SELLER as well as its subcontractors called to intervene on the sites, are deemed to have read the legislative or regulatory texts pertaining to health and safety. Those intervening can be subjected to any prior safety investigation deemed necessary by the site concerned.

#### 14.5 Assignment

The order cannot be transferred without prior approval in writing from the BUYER, except for transfers to any subsidiary, affiliated company of one or the other of the PARTIES or legal entity