

1. PURPOSE

The present document (hereinafter "GPC") defines the general purchasing conditions applicable to the orders (hereinafter "Order(s)") concluded between NAVAL GROUP and the supplier (hereinafter the "Supplier") for the purchase by NAVAL GROUP of goods (hereinafter "Supplies") and/or works and/or services of any nature (hereinafter "Services").

2. ORDER

1. The Order is constituted of the following documents, set out in order of precedence:

- the purchase order
- the particular conditions
- the present GPC
- the appendices to the purchase order
- the "Supplier Quality Requirements" instructions (document attached by reference only and accessible on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or upon request to NAVAL GROUP).
- the « Data protection and marking memento for use by suppliers » (enclosed document for reference only and available on the NAVAL GROUP website "Suppliers" section, on « suppliers4naval » suppliers' portal or upon simple request to NAVAL GROUP), the explanatory guide concerning substances harmful to persons and/or the environment regulations appears on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or is available upon request to NAVAL GROUP
- the Code of Conduct for the Suppliers of NAVAL GROUP (document attached for reference only and accessible on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or upon request to NAVAL GROUP)

2. Both Parties consider that the provisions of the GPC do not require amendment, save as provided for in the particular conditions.

3. The Order constitutes the entirety of the agreement between the Supplier and NAVAL GROUP with regard to its subject (as defined in the Purchase Order) and replaces all prior documents and written or verbal undertakings relating to the same subject. It may only be modified by way of amendment signed by the Parties.

4. If one or more of the provisions of the Order are or become void, illegal or deprived of effect for any reason whatsoever, the validity and binding nature of the other provisions shall not be affected thereby.

3. EFFECTIVE DATE AND THE TERM OF THE ORDER

1. The Supplier shall have a period of five (5) working days from the date of the sending by NAVAL GROUP of the documents constituting the Order, to return a signed copy of the Order. When this period expires, the Supplier shall be deemed to have refused the Order.

2. The Order shall be effective from the date of its signature by the Supplier, if it is signed and returned to NAVAL GROUP within the abovementioned period of five (5) days.

3. Save for cases of termination under the conditions of the article "Suspension, termination of the Order", the term of the Order shall be reached when each Party has performed all of its statutory and contractual obligations resulting therefrom.

4. The present article is also applicable to the signature and entry into force of the amendments.

5. Notwithstanding the terms of paragraph 1, any step taken to begin to perform the Supply/Service amounts to acceptance of the terms of the Order by the Supplier, without prejudice to the obligation for the Supplier to sign the Order.

4. FINANCIAL TERMS

1. The prices stipulated in the Order are firm, fixed, final and all-inclusive sums, which are definitive and not revisable. These prices are expressed in Euros and include all costs and taxes (excluding VAT) necessary for the performance of the Order in the agreed period. VAT applies according to applicable rules.

It is expressly agreed between the Parties that the prices and rates include the amount relating to the assignment and/or licensing of intellectual property rights in accordance with the provisions of the "Intellectual Property" article in this agreement.

2. The parties agree that the payments made to the Supplier during the performance of the Order only represent provisional transfers which shall only be definitively acquired by the Supplier after the performance of all of its obligations in respect of the Order.

3. The Supplier is responsible for the setting of its prices and acknowledges and agrees that the rates and prices indicated in the present Contract include all risks and are fair prices. It undertakes, consequently, to refrain from subsequently unilaterally claiming any increase in price for any reason whatsoever.

4. The Supplier may charge NAVAL GROUP interest at the Default Interest Rate on any amount remaining unpaid from the first day of delay. The rate shall be equal to three (3) times the statutory rate of interest in force on the first day of delay and will be applied to the amount remaining unpaid. The increased statutory interest fully compensates the Supplier, and the Supplier shall not be able to claim, subject to statutory provisions of public policy, any other sum from NAVAL GROUP on the basis of late payment.

5. LIQUIDATED DAMAGES

1. Liquidated damages (excluding those for delay) are defined in the Particular Conditions. The payment of liquidated damages, whatever they may be, does not dispense the Supplier from its obligation to perform the obligation in question, nor does it deprive NAVAL GROUP of its right to terminate the Order in accordance with the article "Suspension, termination of the Order" in the present agreement.

2. Notwithstanding the application of liquidated damages, NAVAL GROUP is entitled to require the repair of the full loss suffered as a result of the delay or breach.

3. NAVAL GROUP shall inform the Supplier by registered letter with acknowledgement of receipt that the liquidated damages are due, in accordance with the terms of the Order. These liquidated damages are due automatically and without formality ten (10) days after the said notification.

4. NAVAL GROUP reserves the right to deduct the liquidated damages from the sums due to the Supplier in respect of the Order. In the absence of set-off, these liquidated damages are payable by the Supplier to NAVAL GROUP by bank transfer, within thirty (30) days following the date of the first presentation of the liquidated damages statement.

5. The liquidated damages for delay are equal to zero point two per cent (0.2%) of the total price excluding taxes of the Order per calendar day and from the first day of delay and are capped at ten per cent (10%) of the total price, excluding taxes, of the Order.

6. PERFORMANCE TERMS OF THE ORDER

1. Performance

- a) The Supplier is bound by an obligation to achieve a result and undertakes to perform the Order in accordance with the terms and conditions thereof and according to best practice. The Supplier is also bound by a duty to advise. The Supplier declares that he has asked for and received all useful information. The Supplier recognizes that the information received is clear, unequivocal and sufficient for the proper performance of the Order. The Supplier undertakes to hold all necessary statutory and administrative authorisations for the performance of the Order. NAVAL GROUP is entitled to demand, after serving notice, the performance in kind of any obligation of the Supplier in the event of breach by the latter, save where this performance is impossible.
- b) The Supplier shall supply, at its own expense, all resources necessary and appropriate for the performance of the Order.
- c) The Supplier shall be liable for all members of its personnel in all circumstances. These members of personnel are and shall remain under the Supplier's sole hierarchical authority. The Supplier shall provide to NAVAL GROUP, without delay, the certifications required by law. The Supplier warrants that the personnel assigned to the performance of the Order are competent and possess any required qualifications and authorisations for the proper performance of the Order, and that this shall remain the case throughout its duration.
- d) The Supplier warrants that any sub-contractors and suppliers it may use shall not breach the undertakings given in the context of the Order.

2. Modifications to the Order

NAVAL GROUP reserves the right, at any time during the performance of the Order, to request the Supplier to make modifications to the Supplies and Services. The Supplier undertakes to submit to NAVAL GROUP, without delay and at the latest within ten (10) working days, a commercial and technical proposal meeting the request made by NAVAL GROUP. The modifications agreed between the Parties are then finalised by amendment to the Order. The amendment shall enter into force in the conditions set out in the article "Effective date and term of the Order".

3. Verifications – Audits

- a) Having first notified the Supplier by post, Naval Group reserves the right to carry out, at its own expense, by its own internal auditors or a specialised firm appointed for this purpose, audits or inspections to ensure (i) the quality of the Supplies and Results of Services, (ii) that confidentiality undertakings have been respected and the security of Confidential Information (iii) that property rights (including intellectual property) of Naval Group or third parties have been respected (iv) that the Supplier has complied with its obligations relating to the treatment of Personal Data as the case may be.
- b) Furthermore, the Supplier accepts that at any time, Naval Group and/or their client and/or their appointed representative and/or any independent authority or body may check the progress and performance conditions of the Order, or perform tests or checks in any place where the Supplies and/or the Services are performed.
- c) The Supplier is required to cooperate with the auditors/inspectors cited above, in particular by providing to Naval Group all the elements, including the documentation, necessary for the performance of these audits and inspections, in order to show all these obligations have been respected throughout their duration.
- d) Prior to delivery operations, the Supplier is required to remedy, at its own cost and its full responsibility, any fault and/or non-conformity of the Supplies or Services that may be discovered. The

documentary reviews, verifications, inspections, tests or audits performed or undertaken by or for Naval Group are not intended to affect the obligations of the Suppliers nor to diminish its liability to Naval Group.

- e) Depending on the breaches found and without prejudice to the rights of Naval Group or any claims it may have, Naval Group reserves the right to claim from the Supplier all or part of the costs it incurred for the performance of these audits/inspections.

4. Computer viruses

- a) "Virus" means any programme, with harmful functionality that alters or prevents the proper function of a computer system or programme, including, any malware used to recover, modify or alter data or, to monitor these systems or programmes without any prior authorization (malware, ransomware,...).
- b) The Supplier undertakes to take all necessary and sufficient precautions and measures to avoid introducing a virus into the Results of the Supplies/ Services and Naval Group's or third parties in relation with Naval Group's (customers, partners) computer systems to which it has access and to take adequate measures in the event it discovers the existence of such a virus and, in particular to inform Naval Group of it without prior notice to cert@naval-group.com address. To that end, the Supplier undertakes in particular to implement the latest processes and tools available and to perform all necessary tests, corrections, repairs and recoveries. It is liable for the consequences of all harm caused to Naval Group or third parties in relation with Naval Group in the event of the introduction of a computer virus, unless it provides evidence that Naval Group or a third party, for which it is not responsible, was responsible for the introduction of this virus.

5. Delivery

- a) The Supplies/Services shall be delivered on the dates, in the places and in the conditions set in the Order. If the Order includes the installation of the Supplies on site at the Supplier's expense, the delivery shall be deemed to take place upon completion of the installation operations.
- b) Any delivery in advance of the contracted dates must be the subject of prior written authorisation from NAVAL GROUP.
- c) NAVAL GROUP shall sign a delivery note upon delivery of the Supplies/Services, which certifies the performance by the Supplier of the obligation to deliver, but does not amount to acceptance of the Supplies/Services.
- d) Any delivery of Supplies (other than installation operations) must occur in accordance with the Logistical Protocol appearing as an appendix to this document.
- e) The delivery of related documentation (in particular the declaration of conformity as applicable, etc.) is an integral part of the Supply/Service.

6. Acceptance procedure

- a) The Supplies and/or Services are considered as accepted where, after their delivery to NAVAL GROUP, they have been verified by NAVAL GROUP and are in perfect conformity with the terms of the Order.
- b) NAVAL GROUP has a period of thirty (30) days counting from the date of signature of the delivery note for the Supplies or from the date of completion of the Services to notify to the Supplier their acceptance, with or without reservations, or their postponement or rejection.

6.1 Form of acceptance

The decisions of acceptance, with reservations, postponements or rejection are formalised by NAVAL GROUP in a Statement of Acceptance (hereinafter the "SA").

6.2 Acceptance with reservations

1. If the Acceptance is made with reservations (in particular where a non-conformity with the Technical Specification is noted), the Supplier must remedy the defects noted by NAVAL GROUP within a period of fifteen (15) days, or any other shorter period that is required by NAVAL GROUP by reason of its relationship with its own client, counting from the date of the SA with reservations signed by NAVAL GROUP.

2. If, upon expiry of the above-mentioned term, the reservations have not been withdrawn or other non-conformities are noted, due to the correction of the said reservations, it is agreed between the Parties that NAVAL GROUP is entitled to require at its own discretion complete compensation for its losses as well as, as the case may be, to terminate the Order to sole prejudice of the Supplier.

6.3. Postponement

Where the Supplies and/or Services require reservations to the extent that it is not possible to declare their Acceptance with reservations (by reason of their gravity or quantity), NAVAL GROUP shall put the Supplier on formal notice to deliver its Supplies/Services to render them compliant with the requirements of the Order within a period set by NAVAL GROUP or its client. . The postponement procedure does not exonerate the Supplier from the payment of the liquidated damages for which it may be liable in respect of the Order.

6.4. Rejection

In the event that the Supplier does not satisfy the formal notice provided for in the article "Postponement" in particular because the Supplies/Services require such reservations that it is not possible to declare their acceptance with reservations, NAVAL GROUP shall be fully entitled to declare the rejection of the Supplies and Services concerned as well as the termination of the Order/Framework Agreement, on the basis of breach by the Supplier alone, and the restitution of the price to NAVAL GROUP, without prejudice to the damages to which NAVAL GROUP may be entitled, as the case may be. In such an event, the Supplier undertakes to complete properly its Supply/Service within a period of fifteen (15) days.

NAVAL GROUP may nonetheless decide to accept the Supply/Service, in exchange for a decrease in the price as set out in the Order, without prejudice to applicable liquidated damages.

The Supplier has a period of five (5) working days, counting from the notification of the rejection, to present its observations by registered letter with acknowledgement of receipt. Beyond this period, the decision of rejection shall be deemed as accepted by the Supplier.

6.5. Costs in the event of acceptance with reservations, postponement or rejection

The entirety of the costs, in particular of handling, storage, shipping, expert inspections and compliance that may eventually be incurred by acceptance with reservations, postponement and/or the rejection of the Supplies and Services concerned, are at the sole expense of the Supplier. The same goes for the new acceptance made necessary by the reservations, postponement or the rejection.

7. TIME PERIODS FOR PERFORMANCE

7.1. General provisions

The Parties hereby agree that time is of the essence and that the time periods provided for constitute a "substantial condition" of the Order. The Supplier is considered on notice to perform by the expiry of the term, without further formality.

The Supplier shall immediately inform NAVAL GROUP in writing of any foreseeable delay and shall take, at its own expense, and

additional measures necessary for the proper performance of the Order.

In the event of delay by the Supplier in the performance of one or more milestones or to the delivery time period for the Order, NAVAL GROUP may, at its own discretion, demand liquidated damages.

7.2. Calculation of time periods

1. Any time period set out in the Framework Agreement or the Order begins to run the day after the day when the event that serves as a start point for this time period took place. When the time period is set in days, this means calendar days, and expires at the end of the last day of the time period.

2. Where the time period is set in months, it is counted from one day of a calendar month to the same day of the following month. If there is no identical date in the month where the time limit expires, the time period expires on the last day of that month.

3. When the last day of a time period is a Saturday, Sunday, or a public holiday, the time period is extended until the end of the first working day that follows.

4. For the Supplies, if the date of delivery or acceptance occurs during a period of closure of the delivery site(s), it is automatically extended to the first following working day.

5. For the Supplies and Services carried out on a NAVAL GROUP site, if a period of performance of the Supplies and Services interferes with a period of closure of the NAVAL GROUP site(s), the time period granted is automatically extended by the period of closure.

6. The time periods, times and deadlines relating to the Framework Agreement / Order are calculated on the basis of French hours and days.

7. For any time period calculated from correspondence, the date of receipt of the said correspondence by its recipient is taken into account or, failing that, the date of the first presentation of the correspondence by the postal services.

8. TRANSFER OF RISK AND OF OWNERSHIP

1. The transfer of risk shall occur in accordance with the Incoterm set out in the Order, or, if the Supplier is responsible for the installation of the Supplies on site, upon completion of the installation operations.

2. Save where otherwise provided, the ownership of the Supplies/Services is transferred to NAVAL GROUP on the day of their delivery.

3. However, if the Supplier were to enter into insolvency before the delivery of the Supplies/Services, the transfer of ownership of the Supplies/Services, as they are, shall be deemed to have occurred on the day preceding the decision opening the insolvency. NAVAL GROUP is then liable to the Supplier for the part of the price corresponding to the part of the Supplies/Services performed, according to a statement of accounts to be completed between the Parties. NAVAL GROUP then also becomes owner of the additions and modifications made subsequently to the Supplies as and when they are carried out. NAVAL GROUP may expressly waive the benefit of the present clause.

9. INSURANCE

1. The Supplier declares that it has subscribed insurance policies covering the risks run due to the performance of the Order and undertakes to keep them in force during the entirety of the duration of the Order.

2. It must provide at the latest on the day of the signature of the Order, then at each request, a certificate from within the last three (3) months and signed by a notoriously solvent and approved company certifying the subscription of a civil liability insurance policy "before and after delivery" (as well as professional civil liability if necessary). Other than the payment of premiums, this certificate shall set out the activities covered, the cover limits, the excess and the main exclusions.

3. These insurance obligations do not exonerate the Supplier from its liabilities, in particular where its insurer declines cover (excess, exclusion by the Contract or exceeding the policy cover limits).

4. The Supplier must declare any loss occurring within the context of the performance of the Order to NAVAL GROUP, within twenty-four (24) hours of the loss arising.

10. INTELLECTUAL PROPERTY

1. The present GPC does not imply any sale or transfer of intellectual property and/or industrial rights nor any transfer of technology or know-how from NAVAL GROUP to the Supplier, the latter shall not exploit and/or register and/or record any intellectual property right or title whatsoever (i) relating to any element or information whatsoever that NAVAL GROUP may have made available or (ii) that it may have created or invented specifically in the context or on the occasion of an Order. In the same way, the Supplier undertakes to refrain from using, communicating or commercialising, directly or indirectly and in any way whatsoever, NAVAL GROUP' own know-how, and/or that of clients, sub-contractors, partners and suppliers of NAVAL GROUP, of which the Supplier has become aware in the context of an Order.

2. Each of the Parties retains, subject to the rights of third parties, the intellectual property rights relating to prior knowledge generated or acquired independently and/or prior to the date of signature of the Order (hereinafter referred to as "Background Intellectual Property").

3. The Supplier grants to NAVAL GROUP, for the whole of the duration of their statutory protection, in the whole world, for all types of exploitation and in any field of application, in consideration for the payments due and as and when the Order is performed, non-exclusive rights for use, reproduction, representation, adaptation, modification, translation, and manufacturing by any means and in any format, of its Background Intellectual Property necessary to the exploitation of the Results, as defined hereinafter.

4. The term "Result" means in a non-limitative way the results of the works and Services, information, knowledge, inventions, know-how, software, databases, bundles, plans, documents, photographs, videos, drawings, models, names, domain names, brands, logos, colours, graphics or other signs, scale models, prototypes, Supplies, processes and methods, whatever the nature and/or format, whether or not they may be protected by a title or intellectual property right, that issue from the performance of the Order by the Supplier.

5. NAVAL GROUP acquires the full and entire ownership of the Results, in this context, the Supplier grants to NAVAL GROUP, on an exclusive basis, in exchange for the payments due and as they are conceived, and this even though they may not yet have been sent by the Supplier to NAVAL GROUP, the entirety of the pecuniary intellectual property rights over the Results, for the entirety of the duration of their legal protection, and in the whole world. In this respect, NAVAL GROUP acquires without limitation for any type of exploitation and in any field of application, the rights of use, reproduction, representation, adaptation, modification, translation, fabrication, distribution and commercial exploitation of all or part of the Results, by any means and in any format, existing or future.

6. NAVAL GROUP may transfer to any third party by way of sale, grant, or any other legal means, all or part of the intellectual property rights that are sold or granted to it by the Supplier.

7. In the event that the performance of the Order leads to Results that may be the subject of industrial protection, only NAVAL GROUP may register, in its own name, on its own behalf and at its own expense, any request for industrial property rights over the said Results. In this context, NAVAL GROUP shall alone own the patents, trademarks, designs and models or other intellectual property titles or rights that may result from the execution of the Order, whether the invention or the creation are a voluntary result thereof or not. In this context, the Supplier undertakes that each of its agents and/or employees that creates or invents shall perform all necessary formalities to allow the registration of the intellectual property right by NAVAL GROUP in the whole world.

8. No mark of confidentiality or of copyright made by the Supplier on all or part of the Results, or any patent or other intellectual property right, held by the Supplier shall be relied upon against NAVAL GROUP or impinge upon the rights transferred or granted, by the Supplier to NAVAL GROUP, in respect of the Order.

9. The Supplier must indicate to NAVAL GROUP in the Order any intellectual property rights held by third parties that are necessary for the performance of the Order and to the exploitation of the Results in accordance with the provisions of the present article. The Supplier shall be responsible for obtaining the said rights from the third parties in question.

10. The cost of the sales of intellectual property rights and/or of grants of the intellectual property rights over the Background Intellectual Property, any rights payments and royalties relating to the intellectual property rights of third parties necessary for the performance of the Order and to the exploitation of the Results in accordance with the provisions of the present article, as well as the remuneration of the inventors for whom the Supplier is directly or indirectly responsible, are included, on a flat-rate basis, in the price paid to the Supplier for the Order. The Supplier therefore may not claim any further payment in this respect.

11. Without prejudice to the provisions of the first paragraph of this article, the Supplier may seek permission from NAVAL GROUP in the event that it wishes to use all or part of the Results.

12. The Supplier warrants that the tangible or intangible assets transferred to NAVAL GROUP are not subject to any property or personal rights, and are the subject of no division of ownership that may prevent or restrict the scope of the transfer of property or of the grant provided for in the Order.

13. The Supplier warrants Naval Group that it is the owner of all of the intellectual and industrial property rights allowing it to perform the Orders and/or that are the subject of a transfer or a grant to NAVAL GROUP in respect of the Order. The Supplier guarantees NAVAL GROUP against any claim or action by a third party for counterfeiting, unfair competition, or free-riding behaviour that concerns the Results that the Supplier has supplied to NAVAL GROUP in respect of the Order. In this context, at the request of NAVAL GROUP, the Supplier undertakes to intervene, at the request of NAVAL GROUP, in any action that may be brought by a third party against NAVAL GROUP in this respect and to bear the burden of all consequences, notably pecuniary ones, that may result therefrom. Without prejudice to the rights of Naval Group and/or any claims it may have or may commence, in the event of a prohibition to use or to exploit, the Supplier shall, at its own discretion and expense, either obtain for NAVAL GROUP the right to continue using and exploiting the element that is subject to the claim, or replace it by an equivalent element that is not the subject of such a claim, or to modify it in such a way as to avoid this claim, and this without prejudice to the rights of NAVAL GROUP. This warranty shall survive after the term of this Contract and the Orders

for the duration of the statutory protections of the rights assigned or licensed to which they relate.

14. All the stipulations of the present article must be passed on by the Supplier to its personnel, agents, co-contractors, sub-contractors and/or suppliers.

11. WARRANTIES

1. The Supplier warrants that the Supplies/Services are new, in conformity with the Order, that they achieve the performance or results stipulated as the case may be and that they are free from defects or hidden defects in the conditions provided for at articles 1641 and following of the Civil Code that are applicable to the Order.

2. a) In addition, the Supplier guarantees the Supplies and Services during the term indicated hereinafter, whatever the place in which they are found, against all design, material or manufacturing defects/non-conformities and thus undertakes to remedy, within the time period indicated by NAVAL GROUP, any defect/non-conformity by repairing or by exchanging or by correcting the defective Supplies/Services, at NAVAL GROUP' choice. The entirety of the costs necessary for the repair or exchange or correction of the defective Supply/Service as well as the inspection costs are at the expense of the Supplier, including in particular transport, insurance, taxes, disassembly and reassembly of the defective Supplies/Services, the related inspections, expert reports, modifications of the definition and/or the completion of the defective Supply/Service, the costs of qualifying the modifications and the additional expenses. In the event of breach of this article, NAVAL GROUP may substitute a third party for the Supplier to remedy the flaws, failings, non-conformities, and defects complained of at the expense and liability of the Supplier. In such an event, the Supplier must make available to the third party selected all of the documents and matters necessary for the performance of the Supply/Service requested. The Supplier shall indemnify NAVAL GROUP for the loss suffered by reason of the defect/non-conformity, as well as the entirety of the consequences of its failure.

b). The duration of the present warranty is, save derogation indicated in the Particular Conditions, of twelve (12) months counting from the acceptance of the Supply/Service concerned. Any Supply/Service repaired or exchanged or corrected in respect of the present warranty is the subject of a new period of warranty of the same duration counting from the date of the acceptance by NAVAL GROUP of the repair or of the exchange or of the correction.

12. FORCE MAJEURE

1. If a Party is prevented from performing its obligations because of an event of force majeure, it shall inform the other Party thereof by written notice within a period of five (5) working days from the date that this event produced the effect, by producing all adequate items of evidence, and by indicating the impact on the Order in progress as well as the steps taken to limit the effect thereof.

2. The performance of the part of the Order directly affected by the event of force majeure is suspended. It shall resume as soon as the effects of the event end. Each Party shall bear, as far as it is concerned, the consequence of the event of force majeure.

3. If the effects should last more than three (3) months counting from the date of the notice, the Order may then be terminated automatically and without notice, without any fault by the Parties, at the initiative of one or other of the Parties, by registered letter with acknowledgement of receipt. In such an event, the Parties shall draw up a liquidation account, it being understood that only the Supplies/Services accepted by NAVAL GROUP and that have been delivered to NAVAL GROUP shall be paid to the Supplier.

13. SUSPENSION - TERMINATION OF THE ORDER

1. NAVAL GROUP reserves the right to suspend, at any time, the performance of the Order for a reasonable period having regard to the duration of its performance. This suspension shall take effect at the date of the written notification sent to the Supplier by NAVAL GROUP, unless NAVAL GROUP indicates a later suspension date. The Supplier undertakes to immediately cease all activities linked to the Order, by taking the measures necessary in order to ensure the protection and the security of the Supplies and/or Services and to limit the consequences thereof. The Supplier must resume the performance of the Order upon receipt of a written request from NAVAL GROUP, amounting to the end of the suspension, the contractual periods for performance being extended by a period equal to the duration of the suspension.

NAVAL GROUP shall pay to the Supplier, on the basis of an invoice from the latter, the direct, reasonable and justified costs, incurred by it during the suspension period, and that are exclusively attributable to the suspension, save in the event that the suspension is consequent, in whole or in part, to a breach by the Supplier.

2. In the event that the Supplier were to fail to respect any one of its contractual obligations, and this, after a formal notice by registered letter with acknowledgement of receipt has remained without effect for a period of thirty (30) days counting from the date of first presentation; NAVAL GROUP may at its sole discretion and without further formality terminate all or part of the Order. The Supplier is liable to NAVAL GROUP for all the harmful consequences arising out its breach, and this in any regard whatsoever.

3. In the event that all or part of the Order is terminated, the Supplier undertakes, as soon as possible, if NAVAL GROUP so requests, and without prejudice to the other rights and actions of NAVAL GROUP, to transfer to NAVAL GROUP the production and/or stock of raw materials and/or finished or half-finished materials and/or the back-up stock in progress used for the completion of the Order and that the Supplier holds at the date of termination (hereinafter together referred to as the "Progress and Stock"), in the contractual conditions of the Order or, if the Order is not precise in this regard, on the basis of the actual costs, which are to be demonstrated. In any event, the Parties shall draw up a liquidation account, it being understood that the Supplier shall only be paid for the Supplies/Services that have not been terminated and received by NAVAL GROUP and/or the Progress and Stock transferred to NAVAL GROUP by application of the foregoing.

14. CONFIDENTIALITY

1. The Supplier undertakes to refrain from communicating to third parties, directly or indirectly, any information, of any nature whatsoever, relative to or appearing in the Order, that may be sent to it by NAVAL GROUP by any means whatsoever (in writing, orally or by any other means, in particular by the sending of samples, models, by video, digitally, and photographically), or that may arise out of the performance of the Order, hereinafter "Confidential Information", without the prior written authorisation of NAVAL GROUP.

2. The Supplier guarantees that the Confidential Information shall only be used for the purposes of the Order. It undertakes (i) to protect it and keep it strictly confidential, (ii) not to copy or reproduce or duplicate it, totally or partially, (iii) only to divulge it internally to the members of its personnel who need to know it by bringing to their attention the confidential nature of the information, and the obligations attaching thereto. In this regard, the Supplier shall ensure that these obligations are accepted and applied by its employees.

3. The obligations flowing from the present article shall remain in force for ten (10) years after the end of the performance or the

termination of the Order. At the date of the end of the performance or of the termination of the Order, the Supplier must return to NAVAL GROUP the Confidential Information or destroy it, without being able to rely on any right of retention against NAVAL GROUP.

15. COMPLIANCE WITH THE REGULATIONS IN FORCE

1. The Supplier declares that it has knowledge of and warrants that it complies with all applicable laws, regulations and usages, including all provisions relating to the fight against corruption and influence peddling and the rules on the protection of personal data (the details of which are set out in the particular conditions, where appropriate). The Supplier declares that it is aware of and undertakes to comply strictly with the Code of Conduct of NAVAL GROUP' suppliers. Any breach of the present article is considered a serious breach, for which the Supplier alone shall be liable and the occurrence of which allows NAVAL GROUP to terminate without notice, at its sole discretion and without further formalities, all or part of the Order, without prejudice to any proceedings that NAVAL GROUP may bring in this regard.

2. Environmental obligations

a) The Supplier warrants that it will, at all times during the Term, ensure that the delivered Supplies and Services do not contain or use Dangerous Substances beyond the levels authorized by applicable regulations in force, in particular but not limited to, ROHS, REACH, those on greenhouse gases and sources of radioactivity (hereinafter the "Dangerous Substances"). An explanatory guide concerning these regulations and attaching the documents to be filled out and sent to NAVAL GROUP (if Supplies/Services contain substances harmful to persons and/or the environment if the authorized thresholds under current regulations are exceeded), appears on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or upon request to NAVAL GROUP, this guide and any successive updates that may be made are deemed to be an integral part of each Order.

b) In the event that the Supplies/Services that are the subject of this agreement were to contain Dangerous Substances, the Supplier undertakes to supply to NAVAL GROUP the documents provided for by the guide referred to above, duly signed by its legal representative, in the shortest time possible following the signature of the Order, and in any event before the delivery of the Supplies/Services.

c) In the event that Dangerous Substances notified to NAVAL GROUP are subject to authorisation/exemption, the Supplier undertakes to obtain from the authorities any necessary authorisation/exemption, and to supply to NAVAL GROUP the documents proving that such has been obtained by the date set out in the Order or, if no date is set out, at the latest by the date of delivery for the Supplies or of the first use of the Supplies, failing which NAVAL GROUP reserves the right to reject the Supplies and/or Services concerned, to the sole prejudice of the Supplier.

d) NAVAL GROUP shall also have this right of rejection in the event of a restriction of use resulting from the presence of Dangerous Substances that renders the Supplies and/or Services non-compliant with the Technical Specification.

e) In the absence of the signing and return to NAVAL GROUP, of the documents provided for by the guide referred to above, the Supplier shall in this manner signify that it shall deliver no Supply/Service containing a Dangerous Substances. It shall bear full liability and the consequences attaching thereto resulting from a failure to inform or from providing information that is entirely or partially incorrect.

3. Obligations linked to import/export of defence or related equipment or dual-use items

The Supplier undertakes to comply with the applicable regulations in the field of import and export control, or of the re-export of

defence or related equipment or dual-use items, both French and third-country.

a) Respect of the applicable regulations and supply of an Export Classification Certificate (ECC)

In this respect, the Supplier warrants that the information relating to the Supplies/Services (whether or not they are subject to the said regulations) provided in the ECC in force (available on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or upon request to NAVAL GROUP) is complete and accurate.

It undertakes to return to NAVAL GROUP the ECC signed by a duly authorised person of the Supplier:

- (i) at the latest on the day of entry into force of the Order
- (ii) without delay nor cost during the performance of the Order if the information in the ECC were to become invalid or incomplete

In the event of changes giving rise to new constraints for NAVAL GROUP, the Parties shall work together to find a solution. Failing agreement, NAVAL GROUP reserves the right to apply the provisions of the article providing for the suspension/termination of the Order.

- (iii) at any time upon request of NAVAL GROUP, without charge, and for a period of 5 years counting from acceptance of the supply/service

In the cases referred to in ii, above, and should this lead to new constraints on NAVAL GROUP, the Supplier undertakes to provide NAVAL GROUP with an alternative solution to deal with these new constraints, without affecting costs and without delay to NAVAL GROUP.

b) Non Transfer Certificate (NTC)

The Supplier undertakes to provide, if NAVAL GROUP so requests, the NTC signed by a duly authorised person.

c) Supply of authorisations or licences

The Supplier undertakes to obtain and to send to NAVAL GROUP prior to each delivery all the authorisations, licences, or agreements necessary for the import, export or re-export to the end-user(s), of the Supplies/Services, by specifying, as the case may be, any potential reservations or conditions likely to have an impact on the obligations of NAVAL GROUP. Failing this, it shall supply a declaration signed by its legal representative indicating the references of these documents. It must ensure that the authorisations or licences remain in force during the entirety of the term of the relevant Order. In the event of reservations/conditions on the documents cited above, which might have any impact on the obligations of NAVAL GROUP or in the event of the absence of an authorisation, licence or agreement, it undertakes, at its own expense, and within the periods set out above, to take the necessary steps for the completion of its obligations as defined in the present agreement, failing which NAVAL GROUP reserves the right to apply the provisions of the article providing for the suspensions/termination of the Order.

d) Supply of the information necessary for the obtaining by NAVAL GROUP of the Authorisation to Import Military Equipment (AIME)

The Supplier undertakes to send to NAVAL GROUP without delay counting from its request all documents or information necessary for NAVAL GROUP to timely obtain any import authorisations that may be necessary in France.

e) Consequences of failing to provide the documentation listed

In the event of a failure to provide NAVAL GROUP with the document(s) in accordance with the above provisions, the Supplier shall bear all liability and consequences thereto resulting from a lack on information or incorrect information in full or in part.

16. SALE-SUB-CONTRACTING - TRANSFER

The Supplier is prohibited from selling (with the exception of commercial debt factoring), sub-contracting, or transferring in any form whatsoever all or part of the rights and/or obligations resulting from the Order without the prior written authorisation of NAVAL GROUP (sub-contracting authorisation application available on the NAVAL GROUP website "Suppliers" section, on the "suppliers4naval" supplier portal or upon request to NAVAL GROUP). The Supplier shall in any event remain jointly and severally liable for its sub-contractor/supplier towards NAVAL GROUP for the proper performance of the Order.

17. GOVERNING LAW – DISPUTE RESOLUTION

The Order is subject to French law and excludes the application of the Vienna Convention of 11 April 1980 on contracts for the international sale of goods.

In the event of a dispute relating to the Order, the Parties shall first try to resolve it amicably, notably by way of an Inter-company mediation. If within a period of thirty (30) days counting from the notification of the dispute by one of the parties by registered letter with acknowledgement of receipt (a period which may be shortened in the event of particular circumstances or extended in the event of mediation), the Parties have not reached an agreement, the dispute is then submitted to the courts of Paris, to whom the Parties give exclusive jurisdiction.

18. ELECTION OF DOMICILE

For the purposes of the performance of the Order, each Party agrees to elect its domicile at the address of the entity that signs the Order and, failing mention of a signatory entity, at its registered office.