SAFT
GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

1.1 These General Terms and Conditions of Purchase apply to Orders and purchases of Supplies made by SAFT from the supplier.

1.2 These General Terms and Conditions shall be deemed accepted as set forth herein and shall prevail over the terms and conditions of the supplier. Together with the Order, these General Terms and Conditions shall constitute the entire agreement between SAFT and the supplier relating to the subject matter discussed herein.

2. DEFINITIONS

2.1 "Applicable Personal Data Protection Legislation" refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") and Law No. 78-17 of 6 January 1978 as amended by the Law of 6 August 2004 and by the Law of 20 June 2018 on information technology, files and freedoms ("LIL"), and any other applicable French or European regulations in this area.

2.2 "Cyber Security Incident" shall mean any event with an impact, whatever its severity, to the Information System of either Party, such as loss, unauthorized destruction, alteration, disclosure of, access to, data.

2.3 "Cyber Security Procedures" shall mean all technologies, processes, plans, procedures, and controls designed to protect the data and Information System from any Cyber Security Incidents.

2.4 "Entrusted Goods" refers to the goods SAFT provides to the supplier (such as tools, batteries, prototypes, plans, technical documentation, etc.) for the fulfillment of the Order.

2.5 "General Terms and Conditions" refers to these General Terms and Conditions of Purchase.

2.6 "Information System" shall mean any information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems.

2.7 "Order" refers to the purchase order(s) placed by SAFT for the Supplies.

2.8 "Personal Data" refers to any information relating to an identified or identifiable natural person.

2.9 "SAFT" refers to all subsidiaries in which SAFT Group directly or indirectly holds more than 50% of the capital.

2.10 "Supplies" refers to the products and/or services contained in the Order.

3. ORDERS

3.1 The Order shall be deemed accepted by the supplier at the earliest of the following:

- Receipt by SAFT of the acceptance without modification of the Order, within ten (10) calendar days of the date of the Order;
- Start of fulfillment of the Order, if no written reservations have been made by the supplier within the period specific above.

3.2 SAFT may modify the quantities and the delivery dates in the Order, unless the supplier refuses in writing within ten (10) calendar days of the date of SAFT's modification request.

4. DELIVERY

4.1 Supplies are delivered to the place indicated in the Order.

4.2 Unless otherwise agreed, delivery of Supplies is made DDP (ICC ® Incoterms 2020).

4.3 The supplier shall indemnify, defend and hold SAFT harmless against any delays, fines, penalties or other consequence or liability (together with legal fees and expenses in association with the same) arising out of any failure to comply with the customs declarations and with any taxes under the responsibility of the supplier.

4.4 Deliveries must include a delivery slip with the Order number, reference, a complete description of the Supplies, the documents relating to the Supplies, as well as the quantities contained in the delivery.

4.5 SAFT may refuse, in any written form, all or part of the delivery of Supplies in the event of late, incomplete or surplus delivery, or for any discrepancies between the delivery and the Order.

5. LATE DELIVERY

5.1 Time is an essential aspect of the Order. The supplier is required to meet the deadline for delivery indicated therein.

5.2 The supplier agrees to notify SAFT of any delay in the fulfillment of its contractual obligations and to communicate the action plan it has adopted to make up for lost time.

5.3 In case of non-compliance with contractual deadlines, SAFT shall have the right:

- To apply as of right and without prior notice late fees equivalent to 1% of the price net of tax of the Supplies concerned per calendar day of delay, with a cap at 15% of the total value of the Order net of tax, and/or;
- To cancel all or part of the Order under the conditions and in the manner provided for in Article 16 below, with no compensation being due to the supplier and/or;
- To request that the supplier, in addition to late fees, pay any damages resulting from the late delivery, including operating losses.

6. PACKAGING AND SHIPPING DOCUMENT

6.1 To ensure arrival in perfect condition, Supplies must be delivered in packaging that is consistent with the Order and adapted to the nature of the items, to the mode of transport used and to storage. The supplier shall be responsible for any damage (breakage, missing items, deterioration, etc.) due to inadequate or improper packaging.

6.2 The information required by applicable regulations, especially regarding transport, as well as specific instructions for handling and storage must be printed legibly on the outside of each packaging unit.

7. RECEIPT – TRANSFER OF TITLE AND RISK

7.1 Ownership is transferred to SAFT, notwithstanding any retention of title clause:

- Upon delivery at the SAFT site or any other site as indicated by SAFT for Supplies,
- As the service is completed for construction or facilities work.

7.2 For Supplies, risk is transferred according to the applicable Incoterm and if no Incoterm exists, upon delivery of the Supplies to the place indicated in the Order or at the signature of the certificate of acceptance if it is provided for in the Order.

8. ENTRUSTED GOODS

8.1 Entrusted Goods are provided solely for filling SAFT Orders and are considered on loan.

8.2 These goods remain the property of SAFT. They must be identified as such and stored so as to avoid confusion with supplier or third-party goods. Any modification or destruction of Entrusted Goods shall be subject to the prior written approval of SAFT.

8.3 The supplier agrees to return the Entrusted Goods in good condition and correctly maintained, at the first request of SAFT.

8.4 The supplier shall ensure surveillance of the Entrusted Goods and take all appropriate measures to protect against theft or damage including insuring the Entrusted Goods. In case of direct or indirect infringement of Entrusted Goods, the supplier shall immediately notify SAFT in writing and take all necessary steps to defend the rights of SAFT concerning Entrusted Goods.

9. PRICES – INVOICES – PAYMENT

9.1 The prices stated in the Order are firm and not revisable. Prices are DDP (ICC ® Incoterms 2020) to the delivery point indicated in the Order.

9.2 Invoices shall include the information of the Order that allows the identification and verification of the Supplies. Invoices shall be sent to the billing address listed in the Order and, unless otherwise agreed, not before delivery of the Supplies.

9.3 Unless otherwise agreed, invoices are payable no later than sixty (60) days from the invoice date, subject to presentation of an invoice compliant with regulations in force and Article 9.2.

9.4 In case of late payment, any amount due and payable not paid by the due date shall be subject to interest pursuant mandatory French law; interest equal to three times legal interest rate in France payable on the day following the payment due date, combined, where appropriate, with a lump sum recovery fee.

9.5 SAFT shall be entitled to offset any sums for which the supplier is liable for any reason whatsoever.

9.6 In case new circumstances arise, unlike those existing at the inception date of this Order has been negotiated and signed, but being of such serious nature that it

causes a substantial and disproportionate prejudice to either party, either economical or practical, then the affected party shall notify the other party thereof and shall be entitled to request good faith negotiations to occur for purposes of determining if there may be a solution acceptable to both parties hereto which restores the initial contractual balance or establishes a similar balance by adjusting other aspects of the Order either permanently or temporarily (as justified by the circumstances).

Where a party is affected because of the implementation of tariffs, and an agreement is reached to restore (either permanently or temporarily) the initial contractual balance or a similar balance, the affected Party shall, in its future invoices, indicate the charges related to such tariffs in separate line items as agreed in between the parties.

During this period of discussions, and until such a solution is found, this Order shall apply in all its clauses, but the parties shall make all reasonable effort to minimize, the prejudice undergone in this way by the party so affected.

In the event that no agreement is reached as to whether hardship exists or as to measures to alleviate or mitigate the hardship, the terms of the Order shall continue to apply and neither party shall be released from its obligations hereunder.

10. WARRANTY – SUPPLIER'S OBLIGATIONS

10.1 The supplier agrees not to permit any changes to the Supplies, including modifications of the components, recipe, materials, process or place of manufacture, or any modification of the form, fit or function unless otherwise authorized by SAFT.

10.2 As an expert in its field, the supplier is responsible for the development, design (where the supplier has been entrusted therewith) and characteristics of the Supplies, as well as for the manufacturing process, the technical choices and for ensuring that the Supplies are suited to the intended use. The supplier warrants that the Supplies:

- Comply with the Order and with the professional rules, standards, laws and regulations applicable;
- Are suited to be used for the tasks and in the manner intended, and offer the security that can be legitimately expected from them;
- Contain no apparent or hidden defects or malfunctions;
- Are free from third-party intellectual property rights.

10.3 Unless otherwise agreed, the warranty period is two (2) years from the date of delivery of the Supplies.

10.4 All replaced or repaired Supplies come with a new two-year warranty.

10.5 In case of defective or non-compliant Supplies, SAFT may, at its discretion, (i) return them for a full refund or (ii) require repair or replacement. This is not an exclusive remedy.

10.6 If the supplier fails to meet its warranty obligations, SAFT may perform or call upon a third party to perform the necessary repairs at the supplier's expense.

10.7 The supplier shall compensate SAFT for any injury, material or immaterial damages, direct or indirect, suffered by SAFT due to defective or non-compliant Supplies.

10.8 The supplier acknowledges having read and agrees to comply with SAFT claim and chargeback procedure available here and applicable in the event of defective or non-compliant Supplies.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY

11.1 Where the Order entails or gives rise to intellectual property rights (patents, trademarks, designs, copyright), including over plans, drawings, software, tools, calculations, specifications and tests, catalogs, brochures, prototypes, etc. (collectively "Results"), title of Results is transferred to SAFT for the entire term of the intellectual property rights and in all countries. This transfer shall take place as the work is completed.

11.2 Accordingly, SAFT may – in all countries and for the entire legal term of the industrial property rights transferred – freely exploit, license or transfer Results for which it has assumed title. For Results protected by copyright (including software), the transfer to SAFT covers the right of representation, reproduction, translation, adaptation, modification and reverse engineering, marketing, duplication and more

generally, all use rights, for any purpose and for the legal term of protection.

11.3 Results become the exclusive property of SAFT, and the supplier agrees not to use them for any purpose other than fulfilling the Order. Upon request of the supplier, SAFT may, at its discretion and subject to conditions to be defined, grant the supplier a non-exclusive and non-transferrable right to use the Results.

11.4 For the legal term of the intellectual property rights and in all countries, the supplier shall grant SAFT free, non-exclusive, irrevocable and transferrable usage rights, with the right to sub-license, on the patents, software, processes and techniques developed independently of the Order that are necessary for use of the Supplies.

11.5 The supplier warrants that it holds the intellectual property rights on the Results referred to in Articles 11.1 and 11.2 and holds SAFT harmless against any third-party claim related to these rights. As such, the supplier shall bear the cost of defending SAFT and all consequences, including fees and convictions that may arise for SAFT.

12. LIABILITY – INSURANCE

12.1 The supplier is responsible for any damage or loss suffered by SAFT or by a third-party due to the failure to fulfill or inadequate fulfillment of the Order, including without limitation reasonable attorney's fees and costs of litigation or other dispute resolution. Accordingly, the supplier shall indemnify, defend and hold SAFT harmless from and against all third party claims as well as any damage to SAFT' property or personnel in case of bodily injury.

12.2 The supplier shall take out and maintain in full force and effect from a solvent insurance and good repute all insurance required by applicable laws and in any case a general liability insurance policy to cover damage that may be caused to SAFT property or personnel and shall provide proof of insurance upon request.

13. CONFIDENTIALITY

13.1 All information, which SAFT provides to the supplier for the purpose of fulfilling the Order, shall be considered strictly confidential, without SAFT having to specify or label it as such.

13.2 The information may only be used for the Order. The supplier shall take all necessary steps to ensure that no information is disclosed or revealed to a third party.

13.3 This confidentiality obligation shall continue to apply for a period of five (5) years following fulfillment of the Order. Once the Order has been completed, the supplier shall return to SAFT all documents pertaining to the Order, confidential or otherwise, at first request, without keeping a copy.

14. ACCESS TO SUPPLIER AND/OR SUBCONTRACTOR FACILITIES

On reasonable notice and during business hours, the supplier shall grant SAFT and its customers' access to its facilities for the purpose of verifying Supplies and quality control.

15. ASSIGNMENT – SUBCONTRACTING

15.1 The supplier agrees not to transfer or assign all or part of the Order as well as the rights and obligations thereunder to a third-party without the prior written consent of SAFT.

15.2 The supplier agrees not to subcontract the Order. However, if the supplier is authorized to subcontract, it agrees to pass on the obligations contained in the Order to its subcontractors.

15.3 Notwithstanding SAFT authorization to subcontract, the supplier remains solely responsible towards SAFT for outsourced manufacture of Supplies and may not invoke subcontractor failure to limit its liability.

16. TERMINATION

16.1 SAFT may terminate the Order by providing written notice to the supplier, without penalty and without prejudice to any remedies to which SAFT may be entitled, in the following cases:

- Failure of the supplier to remedy a breach of a material obligations within fifteen (15) days after written notice;
- *Force majeure* lasting over one month from written notification by one party to the other.

16.2 In addition, if the supplier fails to comply with any of Articles 20, 21, 22, 24 25 and or 26, SAFT may immediately terminate the Order without penalty and

without prejudice to the damages it is entitled to receive.

17. FORCE MAJEURE

17.1 Force Majeure means any events beyond parties' control including without limitation, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, supplier's failings, fire or accident.

17.2 Should either party be prevented from performing its obligations by reason of Force Majeure, then such party shall not be liable for such nonperformance and its obligations shall be suspended for an amount of time to overcome the Force Majeure event.

18. APPLICABLE LAW – DISPUTE SETTLEMENT

These Terms and Conditions shall be governed by the laws of France without making reference to its conflict of law provisions. The parties expressly waive application of the 1980 Vienna Convention on the international sale of goods. Before referring to courts, the Parties undertake to use their best efforts to settle all disputes, controversies or differences between them with respect to the execution of the Order through amicable negotiations within thirty (30) days. Failing which, any action shall be brought by the parties within the exclusive jurisdiction to the courts within the jurisdiction of the Paris Court of Appeal (Cour d'appel de Paris). Nothing in this paragraph shall limit the right of SAFT to bring proceedings in any other courts of competent jurisdiction to the extent permitted by applicable law.

19. HEALTH AND SAFETY

19.1 The supplier undertakes, on its own behalf and on behalf of its personnel and its subcontractors (if any), to comply and to ensure compliance with applicable statutes, standards and best practices with respect to health, safety, working conditions and the environment.

When present on any SAFT site or any site designated by SAFT, the supplier shall comply and ensure that all of its employees or its subcontractors comply with the rules in force on the site designated by SAFT with regard to health, hygiene, safety, working conditions and the environment as well as all applicable legislation and regulations.

If the supplier or its subcontractors infringe any of these obligations, SAFT may refuse the supplier or its subcontractors access to or continued presence on the site. In the event of a repeat infringement, SAFT may immediately terminate the Order, with no compensation for the supplier who shall be solely liable for any costs or loss. All consequences arising out of or in relation to non-compliance with any of these obligations shall be borne solely by the supplier.

19.2 The supplier guarantees strict compliance to French and local enforceable social legislation. If the Supplies are manufactured in France, the supplier agrees to comply with the legislation on hidden labor. It therefore agrees to submit the documents specified in the French Labor Code to SAFT at the date of the Order and every six (6) months until the completion thereof.

20. ETHICS, SUSTAINABILITY AND HUMAN RIGHTS

20.1 The supplier acknowledges having read and agrees to comply with the principles set out in Saft Code of Conduct available here.

20.2 The supplier adheres to Saft ethics, social and environmental responsibilities and undertakes to sign and comply with Saft Fundamental Principles of Purchasing available here.

21. REACH

The supplier declares that it is in compliance with the provisions of Regulation (EC) No 1907/2006 ("REACH"). The supplier therefore agrees that it and/or its subcontractors have registered all substances requiring registration under the REACH regulation that are used in production and/or incorporated into the Supplies.

The supplier shall also communicate to SAFT the safety data sheets produced pursuant to article 31 of REACH, or if a safety data sheet is not required, all information required in articles 32 or 33 of the regulation.

22. CONFLICT MINERALS

The supplier is required to provide enough guarantees that the minerals known as "conflict minerals" (such as tantalum, tin, tungsten and gold) present in the Supplies sold to SAFT do not directly or indirectly fund

or benefit armed groups perpetrating major human rights violations in the Democratic Republic of Congo or neighboring countries.

The supplier must exercise reasonable diligence as to the source and the chain of custody of these minerals. The supplier must inform SAFT if "conflict minerals" are used in the manufacture of the Supplies.

23. COMPLIANCE, ECONOMIC SANCTIONS AND EXPORT CONTROL

23.1. The supplier shall comply with all applicable laws including but not limited to EU and US laws relating to anti-bribery and anti-corruption. The supplier shall not offer, promise or give any undue pecuniary, bribes or other advantage for any reason, whether in dealings with governments or the private sector.

23.2. The parties must execute the Order in compliance with export control and international economic sanctions laws or regulations that apply to the parties. Neither party shall be obliged to fulfil any obligation under the Order and these General Terms and Conditions if this would not be compliant with, in violation of, inconsistent with, or expose a party to punitive measures under any laws, regulations applicable to the parties relating to export control and/or international economic sanctions.

In this event, such party (the "Affected Party") shall, as soon as reasonably practicable, give written notice to the other party of its inability to perform. Once such notice has been given the Affected Party may either:

(i) suspend the performance of the affected obligation under this Order until the Affected Party may lawfully discharge such obligation or;

(ii) terminate the Order where the Affected Party may not lawfully discharge such obligation within 30 days from the date of the written notice.

23.3. The supplier shall perform the Order in compliance with all applicable export control laws and regulations applicable to the Supplies, technology, equipment including but not limited to not limited to EU and US laws. The supplier will be responsible for obtaining/requesting any mandatory authorization or license under these laws and regulations, if needed, and will keep SAFT informed on such requests. The supplier remains solely responsible towards SAFT for obtaining such authorization or licenses and may not invoke its subcontractor's failure to limit its liability.

24. FORCED LABOR

The supplier shall not, and shall ensure that its suppliers, subcontractors, and other business partners involved in the mining, production, or manufacture of the Supplies do not deliver Supplies that were exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as involuntary prison labor, indentured labor, bonded labor or similar labor contracting arrangement. For each delivery of Supplies, supplier shall provide SAFT a written statement certifying that forced labor was not used. In addition, Saft shall have the right to unannounced on-site inspections of supplier's facilities to audit books and records to verify compliance with this Article.

25. AUTHORIZED ECONOMIC OPERATOR

The supplier shall endeavor to obtain the status of Authorized Economic Operator provided for in Regulation (EC) No 1875/2006 to strengthen the security of the international supply chain.

26. PERSONAL DATA

26.1 In the context of the conclusion, execution, and management of the Order, each party may collect and process Personal Data of the representatives of the other party (including, but not limited to, signatories of the Order, operational contacts, legal contacts, administrative contacts, accounting contacts, etc.).

26.2 In the context of the conclusion, execution, and management of the Order, each party will act as a data controller.

26.3 Each Party undertakes to: (i) collect and process the Personal Data of the representatives of the other party solely for the purposes of the conclusion, execution, and management of the Order; (ii) comply with the Applicable Personal Data Protection Legislation in the context of any collection and processing of Personal Data of the representatives of the other party; (iii) provide the other party with any information requested regarding

the collection and processing of Personal Data of the representatives of that other party; (iv) cooperate with the other party in relation to any request to exercise the rights of access, rectification, objection, deletion, withdrawal of consent, limitation, and portability of the representatives of that other party concerned by the collection and processing of Personal Data; (v) delete the Personal Data of the representatives of the other party at the end of the Order, for any reason whatsoever, subject to extended retention in case of legal retention obligations or the right to retain evidence of the Order, its conclusion, or its execution.

26.4 In the event that the parties are required to process Personal Data in the context of the Order, outside the cases previously mentioned, a data processing agreement will be established between the parties.

27. CYBERSECURITY

27.1. Each party is undertaking to:

27.1.1. implement appropriate Cyber Security Procedures and otherwise use reasonable endeavors to maintain its Cyber Security Procedures;

27.1.2. have in place appropriate Cyber Security Procedures to respond efficiently and effectively to any Cyber Security Incident; and

27.1.3. regularly review its Cyber Security Procedures to verify its application in practice, its compliance to the applicable laws and maintain and keep records evidencing said review.

27.2. Each party shall use reasonable endeavors to ensure that any third-party providing services on its behalf in connection with this Order complies with the terms of subclause 27.1.1 to 27.1.3.

27.3. If a party becomes aware of a Cyber Security Incident which affects or is likely to affect either Party's data and/or Information System, it shall promptly notify the other party.

27.3.1. If the Cyber Security Incident is within the Information System of one of the parties, that party shall:

27.3.1.1. promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident; and

27.3.1.2. as soon as reasonably practicable, but no later than twelve (12) hours after the original notification, provide the other party with details of how it may be contacted and any information it may have which may assist the other Party in mitigating and/or preventing any effects of the Cyber Security Incident.

27.3.2. Each party shall share with the other party any information that subsequently becomes available to it which may assist the other party in mitigating and/or preventing any effects of the Cyber Security Incident.

28. MISCELLANEOUS

28.1 SAFT may revise these General Terms and Conditions at any time without notice.

28.2 If any part of these General Terms and Conditions is held invalid or unenforceable, the remaining provisions shall not be affected.

28.3 Any failure of SAFT to enforce any of its rights arising from these General Terms and Conditions shall not constitute a waiver nor prejudice to the rights to enforce such provisions at any subsequent time.

28.4 The supplier has not relied on and cannot rely on any representations, promises or statements by SAFT that are not expressly stated herein.

28.5 There are no third-party beneficiaries to these General Terms and Conditions or to the Order.