

ID LOGISTICS GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1 – Definitions and Scope

1.1 These general terms and conditions of purchase (hereinafter "**GTCP**") apply to all contracts and/or orders (hereinafter "**Orders**") placed by companies of the ID Logistics' group, including any of its affiliates or subsidiaries (hereinafter "**IDL**") with suppliers and/or providers (hereinafter "**Suppliers**"), for the purchase or rental of good(s) (hereinafter "**Product(s)**") and/or the performance of service(s) (hereinafter "**Service(s)**"). In the event of any discrepancy or conflict between the GTCP and the terms of the purchasing order and/or contract with the Supplier (hereinafter the "**Order**"), the terms of this GTCP shall prevail. The Order shall include, among other things, a description of the Products to be supplied and/or Services to be performed. The term "**Specifications**" means any document including, but not limited to, an invitation to tender, request for proposal, contract specifications, and technical specifications, in its latest version sent by IDL, expressing IDL's needs and the requirements to be satisfied by the Supplier in terms of quality and outcome and which serve as a basis for the issue of the Order. The Specifications are deemed to be accepted unreservedly by the Supplier at the time of the Order.

1.2 The GTCP shall apply as soon as the Order is accepted according to the conditions set out in Article 2.

1.3 IDL reserves the right to amend these GTCP and shall notify the Supplier in writing of any such amendments within a reasonable time period. Electronic communication is an acceptable form of communication.

Article 2 – Acceptance of Orders

2.1 By accepting the Order or by starting to fulfil the Order or to supply the Services or Products ordered, the Supplier is deemed to acknowledge and accept the GTCP notwithstanding any contrary terms and conditions of sale.

2.2 IDL's terms and conditions of purchase include not only the GTCP but also the special terms and conditions mentioned in the Order and the Specifications. Therefore, the Supplier cannot in any way invoke or rely on any contrary terms and conditions printed or handwritten on its own documents (price list, estimate, delivery note, etc.) or appearing in its general terms and conditions of

sale, unless otherwise accepted beforehand in writing by IDL.

Article 3 – Invoicing and payment terms

3.1 The prices stated in the Orders placed by IDL are firm and non-revisable, unless otherwise agreed in writing by the parties. No price increase shall be accepted except with IDL's prior written consent and before any delivery.

3.2 The UCC terms apply to the purchase of Products from IDL except as otherwise agreed by the parties.

3.3 Invoices sent by the Supplier to IDL shall be made out in the name of the company that placed the Order and sent to the address indicated on the Order. All invoices shall bear the Order reference number. If several Orders are delivered at the same time, separate invoices will need to be drawn up for each Order.

3.4 If the requirements mentioned in the Order or otherwise agreed in terms of billing data, shipping notes and packing lists are not satisfied and if the documents are not fully completed with all necessary details, IDL shall have the right to suspend the obligation to pay the Supplier.

3.5 Subject to applicable laws and regulations, invoices shall be paid either 60 days from the month end or within the time period specified on the Order, whichever is the later.

3.6 Unless otherwise agreed in writing by the parties, IDL refuses any clause regarding retention of title in the Products ordered. The rules applicable to property rights over Products and Services are set out in Article 11 of the GTCP.

Article 4 – Time periods for delivery and performance of Services

4.1 The time periods for delivery of Products and/or performance of Services shall be binding and observed. Time is of the essence to the Order. Orders not fulfilled within the time periods agreed may be cancelled without compensation at IDL's discretion by giving written notice to Supplier and without prejudice to any damages that IDL might be entitled to claim.

4.2 Without prejudice to the previous clause, the Supplier is required to inform IDL promptly of any delay or expected delay in the fulfilment of the Order.

4.3 Part and/or early deliveries will only be accepted with IDL's prior written consent and, if accepted, will only become due for payment on the contractual delivery date initially scheduled. Products that are delivered under a part delivery

and/or before the agreed dates without IDL's prior consent may be returned at the Supplier's expense.

44 IDL may also claim compensation for harm resulting from the delay and/or rescind the Order.

45 IDL may set off all or part of undisputed damages, the penalties and/or compensation resulting from the delay against the amount of the invoices owed to the Supplier by one or more companies of the IDL's group.

Article 5 – Acceptance of Products

51 Unless otherwise specified or notified in writing by IDL, acceptance shall take place on IDL's sites (even if they are billed on an "ex supplier's works" basis) between the hours of 8 a.m. and 5 p.m. on working days. No Products shall be accepted outside of these hours.

52 Upon delivery of Products, IDL shall check the package(s) or quantities delivered against the Supplier's delivery note. This note, which shall accompany the Product, shall also indicate the Order number as well as the number and description of the Products.

53 The reference number shown on this note will be indicated on the corresponding invoice. In the absence of this note, reference shall be made, for invoicing purposes, to the quantity determined by IDL, unless the latter has chosen to refuse delivery. Products delivered or Services performed shall conform to the terms of the Order. IDL reserves the right to carry out quality controls over a period of 30 business days following delivery.

54 IDL shall be deemed to have finally accepted the Products delivered, in terms of their quality and quantity, only once it has inspected and checked the Products on its premises, it being understood that the signature or stamp of receipt on the delivery note cannot be considered to constitute agreement or final acceptance on the part of IDL.

55 If the Products delivered do not conform to Specifications or are damaged, IDL may, at its discretion, (i) return them to the Supplier at the latter's risk and expense, in which case the Supplier will be required to deliver conforming Products within the time periods agreed with IDL, or (ii) demand that the Supplier collects the Products, at its own expense, within 30 days, failing which IDL will be authorized to destroy the Products concerned without owing any sum or compensation to the Supplier, or (iii) accept the non-conforming Products but apply a price reduction to be agreed in advance with the Supplier, or (iv) cancel the Order by sending a certified letter to the Supplier, in which case no

compensation will be payable by IDL.

Article 6 – Performance and acceptance of Services

61 Where the Order includes installation, assembly, fitting, commissioning of equipment or any other Services, all such operations will be carried out by and under the responsibility of the Supplier, even where the latter has entrusted third parties with the performance of those Services, in accordance with the provisions of Article 14 below.

62 The Supplier shall perform the Services in accordance with the Order, with the GTCP and with the Specifications given by IDL. The Supplier shall take all necessary measures or ensure that such measures are taken in accordance with the laws and legal requirements in force in the place where the Services will be carried out.

The Supplier shall be liable for any injury and/or damage caused to persons and property as a result of its Services.

63 IDL reserves the right to check the progress of the Services before their completion. Completion shall be subject to IDL's approval (hereinafter "**Acceptance**").

64 IDL reserves the right to refuse Services (i) if they do not conform materially to the Order and/or to the Specifications, or (ii) if the time limits for performance specified in the Order are not observed.

65 The Supplier shall be liable to IDL for direct and indirect injury and/or damage caused to persons and property as a result of the Services being performed in a non-conforming manner, and which is caused by the actions of the Supplier, its employees or third parties involved in the performance of Services for IDL.

Article 7 – Transport, shipments and packaging

7.1 Unless otherwise specified, the Supplier shall be liable to IDL for the condition of the Products ordered and for any damage caused by the Products until they are accepted by IDL. The Supplier shall supply packaging that conforms to Specifications or, in the absence of Specifications, packaging appropriate to the mode of transport used in order to ensure that the Products are protected and shall also comply with any regulations applicable in countries of transit and in the country of delivery.

7.2 Products shipped shall be accompanied by invoices, certificates and documents required by the legislation of the country and jurisdiction to which the Products will be delivered as well as those mentioned in the Order and/or the Specifications.

Article 8 – Warranties

8.1 The Supplier warrants that all Products delivered, or Services performed, are fit for the purpose for which they are intended, based on the purpose specified or determined according to the nature of the Products or Services.

8.2 The Supplier also warrants that (i) the Products are of good quality, manufactured and produced according to the rules of the trade and in accordance with official standards and that the Products and Services are free from any design or workmanship defect, (ii) the Products are free from third party rights, (iii) the Products conform to the Specifications and characteristics required by IDL, (iv) the Products and/or Services comply with the current laws and/or rules and/or requirements imposed, among other things, in relation to quality and health and safety, both in the country/jurisdiction of delivery and in the country/jurisdiction of destination. Under this warranty, if elected by IDL, the Supplier shall replace any defective Product or Service or ensure that it is fit for the intended purpose, at no cost to IDL.

8.3 The Supplier offers, at no additional cost, a technical warranty lasting a period of 12 months following the date on which IDL accepts the Products or Services, unless otherwise specified by IDL in the Order. During this period, the Supplier shall remedy all and any anomalies leading to non-conformity with Specifications or with the Order, as well as any error, workmanship defect, patent defect or defective operation emerging during that period.

In the case of a latent defect emerging after the 12-month technical warranty has ended, the statutory warranty against latent defects shall apply.

8.4 The Supplier shall protect IDL from the consequences of any action brought by third parties claiming industrial or intellectual property rights over the Products delivered or Services performed.

8.5 The Supplier shall not make any modification that may affect the quality of Products (manufacturing process, formulation, production site, Product origin, specifications, etc.) without IDL's prior written consent.

Article 9 – Liability - Insurance

9.1 The Supplier is liable for any harm or damage suffered by IDL and/or its customers as a direct or indirect result of a breach of its obligations and/or resulting from its acts or omissions, including those of its staff or third parties whose services it has used.

9.2 The Supplier shall take out professional indemnity insurance with a reputable insurance company, in the minimum amount of \$1 Million General Liability per occurrence; \$2 Million Auto; \$1 Million Umbrella stacked over Auto and General Liability; Workers' Compensation as statutorily required; and if the Services or Products involve technology, \$2 Million Cyber Insurance per occurrence; to protect itself against the harmful consequences that IDL might suffer as a result of the Supplier's breach of its obligations or in the case of negligence and/or omissions by the Supplier or on the part of its employees or third parties whose services it has used. All policies must include a waiver of subrogation in favor of IDL. The Supplier shall (i) add ID Logistics US, LLC and its subsidiaries as an additional insured party on that insurance and (ii) notify IDL of any change or cancellation of that insurance, 30 days in advance. Supplier shall, at its expense, furnish proof that it has taken out such insurance by sending the certificate of insurance to ID Logistics, PO Box 931, Scranton, PA 18501- 0931.

Article 10 - Recall

10.1 If the Supplier observes a fault in the Products or Services supplied or a recall occurs or is likely to occur, the Supplier shall promptly inform IDL.

10.2 The parties shall then act jointly in taking all measures necessary in the light of the circumstances occurring. The measures to be taken may include among other things, suspending delivery, suspending the production of Products, blocking Product reserves (held by IDL or non-IDL customers) and/or recalling Products. IDL alone is authorized to take the decision regarding the adoption of such measures and to decide which will be applied and how. The Supplier shall, to the extent reasonably possible, cooperate with the implementation of these measures and bear the costs for which it is responsible.

10.3 The Supplier is required to keep confidential any information about actual or possible measures taken.

Article 11- Intellectual property rights

11.1 All drawings, Specifications and other technical documents or information supplied by IDL will remain IDL's property and the Supplier shall not disclose these to third parties or use them for purposes other than IDL's Order without obtaining IDL's prior written consent.

11.2 Physical ownership as well as risk in the Products purchased or in the creations and/or goods resulting from Services shall be transferred upon Acceptance by IDL.

11.3 The Supplier agrees to indemnify IDL and its customers from and against any harm, including attorneys' fees, resulting from infringement

proceedings brought by a third parties in connection with the sale or use of the Products, creations and/or goods resulting from Services.

11.4 In the case of an Order concerning a work that may be subject to intellectual property rights, and which is created specifically for the needs expressed by IDL and/or by its customers, acceptance of the Order implies assignment to IDL of all intellectual property rights over the work to which the Order relates. Therefore, the Supplier shall assign to IDL all rights of reproduction, adaptation, exploitation and representation with respect to the work specifically created. This exclusive assignment shall apply to all countries and to all areas and shall remain in effect for the entire length of time during which the corresponding rights are protected according to current intellectual property laws. The cost of this assignment of rights is included on a fixed and final basis in the Order price.

Article 12 - Force Majeure

Upon the occurrence of an unforeseeable and unavoidable event beyond the control of the party suffering that event, the fulfilment of the Order shall be suspended in whole or in part for the time required, without the parties being required to compensate each other. If this event lasts more than 14 days, the other party is entitled to rescind the Order by giving written notice having immediate effect and without the need for judicial intervention and without owing any compensation.

Article 13 - Confidentiality

13.1 The Supplier shall keep confidential and not disclose, for a period of five years, all technical, commercial or scientific information about IDL, IDL's business, IDL's Order or other information that could be expected to be confidential which the Supplier learns about as a result of the sale and fulfilment of the Order.

13.2 The Supplier shall only use oral or written information or data that it has obtained from IDL for the exclusive purpose of the fulfilment of Orders. All such information or data shall remain IDL's property and shall, at its request, be immediately returned to IDL provided that it exists in written form, including any copies that may have been made.

13.3 The Supplier is not permitted, without IDL's written consent, to include the latter's name in its lists of references or to use one of its brand names or to mention the existence of an agreement with IDL.

Article 14 – Subcontracting and transfer

14.1 The Supplier cannot transfer or subcontract the rights and obligations arising from the Order without IDL's prior written consent. If IDL agrees that all or part of the Order may be subcontracted,

the Supplier shall remain solely liable to IDL for the supply of the Products and Services and shall ensure that the subcontractor complies with these GTCP and with any other document applicable to subcontracting.

14.2 IDL may freely transfer the rights and obligations arising from the Order to any company within IDL's group.

Article 15 – Rescission - Cancellation

15.1 IDL may rescind any Order, at any time, if the Supplier fails to cure a breach and failure to perform any of its obligations within ten days after sending a written breach notice, sent by certified letter with acknowledgement of receipt or by letter delivered by carrier, without prejudice to IDL's right to claim damages from the Supplier for any harm or damage that it may have suffered.

15.2 IDL may rescind any Order, immediately, by sending a letter with acknowledgement of receipt or by letter delivered by carrier in the following circumstances: (i) delay, or failure to comply with safety instructions or internal rules and regulations imposed on the IDL premises on which the Order is fulfilled; (ii) if the Supplier ceases trading or is placed under rescue proceedings, court-supervised reorganization or subject to a winding-up order, subject to compliance with legal provisions; (iii) more than two breaches of obligations by the Supplier; (iv) change in control of the Supplier in favor of a direct competitor of IDL; or (v) if the Supplier fails to comply with any principle laid down in the Code of Ethics and the CSR Charter of IDL.

15.3 IDL may cancel any Order, immediately and without notice because of circumstances beyond its control, including where the order is cancelled by its own customers. In this situation, IDL shall pay the Supplier the sums corresponding to the costs incurred and which cannot be cancelled or ascribed to another project. The Supplier shall make its best efforts to limit the amount of these costs. No other sum or penalty will be owed by IDL to the Supplier.

Article 16 – Ethics and CSR Policy

16.1 The Supplier acknowledges the principles laid down in the Code of Ethics and the CSR Charter of IDL and commits irrevocably to comply with them.

16.2 Among other, the Supplier shall not employ undeclared workers and shall comply with all employment laws and regulations applicable, particularly with regard to statutory minimum working age, and shall not employ any individual who has not reached the statutory minimum working age.

16.3 The Supplier shall be up to date with its social security contributions. The Supplier shall

guarantee compliance with these rules on the part of any third party acting on its behalf. In addition, it shall reimburse IDL for any direct or indirect sum that may be imposed on the latter as a result of its failure to comply with current regulations, notwithstanding the fact that any breach of this obligation constitutes grounds for the automatic rescission of the Order and IDL reserves all rights to claim damages for the harm or damage that it might suffer.

Article 17 – Personal Data

In the course of the relationship subject to these GTCP, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the “**Data Subjects**”) of the other party (hereinafter referred to as “**Personal Data**”). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time-period needed to achieve the above-mentioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation (“**GDPR**”). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to IDL.

Article 18 – Anti-Corruption

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the US Foreign Corrupt Practices Act of 1977, the Sapin II Law and the UK Bribery Act of 2010.

Article 19 – Audit

IDL or any third party provider appointed by IDL as well as by any regulatory authority, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the facilities, equipment, methods, books, as well as the effectiveness of training and skills provided to its staff, to ensure the Supplier meet the commitments made under the business relationship with IDL.

Article 20 – Severability

If one of the clauses of these GTCP is declared invalid or unenforceable by a final court decision, the other clauses shall continue to apply and shall not be affected by that decision.

Article 21 – Waiver

The fact that IDL does not invoke any clause of these GTCP at a given time shall not operate as a waiver of the right to invoke that clause at a later date.

Article 22 – Governing law and jurisdiction

22.1 The Convention on Contracts for the International Sale of Goods is expressly excluded.

22.2 The law of the country in which the registered office of the entity placing the Order is situated shall apply with respect to the interpretation and performance of these GTCP and, unless otherwise specified, to Orders. In the event of a dispute relating to Orders and to the interpretation of these GTCP, that dispute will be referred to the court having jurisdiction over the registered office of the entity placing the Order excluding any other court indicated by the Supplier.

Article 23 – Electronic signatures

Each party agrees that this GTCP and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this GTCP or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This GTCP is entered into and agreed upon by both parties as of the date of signature below. Both parties acknowledge and agree that this GTCP is valid, binding, and enforceable against each of them in accordance with its terms. The undersigned has executed this GTCP by their duly authorized representatives as of the date set forth below.

Supplier

Signature

Typed Name, Title

DATE: _____