

FONROCHE LIGHTING
GENERAL TERMS OF PURCHASE
APPLICABLE AS OF 1ST JUNE 2025

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1 SCOPE; OPPOSABILITY

These general terms of purchase apply to all orders issued by Fonroche Lighting SAS or its subsidiaries (Customer) for the supply of goods (the Goods) or the provision of services (the Services) by a supplier or service provider (Supplier) and to which they are attached, including by reference.

All Fonroche Lighting SAS terms are available online at www.fonroche-lighting.com.

Supplier acknowledges having read the general terms of purchase prior to accepting an order from Customer. Therefore, acceptance of an order constitutes acceptance of these general terms of purchase, which result from a negotiated agreement between Customer and Supplier. The parties agree to exclude the application of any other document issued by Supplier, including its general terms of sale or any information not expressly approved by Customer. Any exception to these general terms of sale is subject to a specific written agreement signed by Customer and Supplier and shall in no event constitute a permanent exception, waiver or modification of these general terms of sale.

2 ORDERS

Orders shall be valid and binding from the date of receipt and validation by Supplier of a duly completed purchase order transmitted by Customer. In case Supplier does not reject a purchase order within 3 days of its receipt or commences execution of an order by Supplier, Supplier shall be deemed to have accepted the order in all its terms and conditions and in accordance with these general conditions of purchase.

An order or its delivery terms may be modified only with Customer's prior written consent. Customer may, with the prior written consent of Supplier, modify orders with respect to transport conditions and number of Goods or

Services to the extent transport for the relevant Goods or Services has not been initiated. Customer may at its discretion cancel an order or change the delivery date thereof 40 days and 15 days prior to the agreed delivery date, respectively.

3 DELIVERY; RETURNS

3.1 Delivery conditions

Supplier shall take all measures necessary to deliver the Goods or Services at the place, date and time indicated on the purchase order, where applicable in accordance with the Incoterm (2020) indicated on the purchase order.

The responsibility for the organisation, supervision and costs for transportation and delivery of the Goods or Services and the corresponding risks is allocated between the Parties according to the Incoterm (2020) indicated on the purchase order.

To the extent a portion of the price of the Goods or Services includes all or part of the transportation cost, in the event the actual transportation costs exceed such portion of the price of the Goods or Services, Supplier shall be responsible for bearing such excess transportation costs according to the Incoterm applicable to the order and shall directly pay the same to the relevant third party or reimburse Customer if Customer had to initially cover such excess costs.

Customer undertakes, within the remit of its prerogatives and using reasonable efforts, to grant Supplier access to the delivery site. Supplier must comply with the rules governing access to the delivery site and security protocols. In case of refusal to grant Supplier access to the delivery site which is not due to a default by Customer and a new delivery must be scheduled, Supplier shall not be entitled to indemnification or have the right to charge any additional costs to Customer.

3.2 Delays

Supplier shall inform Customer immediately when it has reason to believe the delivery or performance of an order may be delayed and shall indicate the measures it has implemented or proposes to implement in order to minimise the consequences of this delay.

In case of delay in delivery or performance, except in cases of force majeure or delay attributable to Customer, Customer shall be entitled to claim liquidated damages at the rate of 1% of the price excluding taxes of the order the delivery of which was delayed per day of delay, up to a maximum of 15% of the price excluding taxes of the order.

In case of partial delivery by Supplier, the liquidated damages shall apply to the entirety of the Goods or Services to be delivered on the relevant delivery date.

Liquidated damages for late delivery are owed and payable without prior notice.

Liquidated damages for late delivery shall neither release nor discharge Supplier who remains obligated to fulfil the order in accordance with its terms and shall not preclude Customer from claiming any losses or damages caused by the delay or pursuing any other appropriate action or seeking any other remedy.

In the event the delivery or the performance is delayed by more than 15 days, Customer may cancel the Order.

3.3 Export

Where applicable, Supplier shall act as exporter of record for the Goods. As such, Supplier shall undertake all formalities required concerning the dispatch and shipping of the Goods and shall in particular proceed with and obtain all declarations and official certificates required confirming or evidencing the origin, the customs tariff code, the nature and the gross weight of the exported Goods.

Supplier shall furnish Customer with all the information and supporting documents related to the Goods as are required by the applicable customs administrations and authorities in this regard.

As all incorrect declarations could expose Customer to financial and/or criminal sanctions, Supplier undertakes to provide Customer with information and supporting documents that are accurate, fair and complete and shall bear all the consequences of any inaccurate, misleading or incomplete or otherwise unsatisfactory declaration or supporting document and fully indemnify and hold harmless Customer of the same.

3.4 Delivery documents

3.4.1 Delivery note

Each delivery must include a delivery note by Supplier, dated and indicating the references of the relevant Order, purchase order and the full identity of the recipient and/or consignee, quantity and description of the Goods, the type(s) of carriage, the shipping date, as well as the wagon number or registration number of the vehicles, as applicable.

A copy of the delivery note must be included within each parcel or package or, if not possible, on it.

Supplier shall send a copy of the delivery note to Customer on the shipping date by e-mail at the address indicated on the purchase order.

3.4.2 Other documents

Supplier shall communicate to the carrier and Customer (by e-mail at the address indicated on the purchase order) the following documents no later than at the remittance of the Goods to the carrier:

- the packing list;
- the certificate of origin;
- the commercial invoice.

3.5 Refusal of deliveries for nonconformity

If upon arrival at the delivery site Goods plainly appear to be non-conforming, Customer may refuse them in whole or in part, in which case the delivery shall be deemed not to have been made and susceptible to liquidated damages for delay. Supplier shall organise the retrieval and replacement of non-conforming Goods and bear all costs in relation to the handling of such non-conforming Goods and/or indemnify Customer for the same as the case may be.

Customer shall have 15 days to inspect the Goods (including in case of direct delivery to Customer's customer) and challenge the delivery in writing. A delivery may be challenged even if no comments were made on the carrier's delivery note. A copy of the

carrier's and Supplier's delivery note must be included in the claim.

3.6 Packaging

Supplier shall ensure that the packaging for the Goods is suitable for the nature of the goods and the type of carriage requested in accordance with applicable standards. The Goods shall be suitably protected against all damage and from exposure to the elements and moisture during carriage (including during pre-loading and post-unloading storage, loading and unloading). Specific care shall be taken to protect polished parts.

All non-conforming packaging may be corrected by Customer at Supplier's expense. Any damage to the Goods or part thereof shall entitle Customer to a claim for all costs, losses, damages and expenses arising out of the non-conforming packaging.

3.7 Marking

Supplier shall affix on the packaging all markings prescribed by the technical documentation of the Goods or Services (drawings, CAD, nomenclature, standards, specifications, calculation notes, other technical specifications, etc. (the **Technical Documentation**)).

4 WARRANTIES; NONCONFORMITIES

4.1 Warranties

Supplier guarantees that the Goods and Services comply with the purchase order and these general terms and conditions of purchase, that they are suitable for their intended use by Customer, that they are free from any defects in design, materials and manufacture and that they fully satisfy the requirements in terms of results and performance expected by Customer and that they comply with all legal requirements and standards in force, particularly in terms of safety.

Supplier guarantees that the Goods and Services are free from any apparent and/or hidden defects and comply with the applicable laws and regulations, in particular with regard to product safety, international best practices and international standards, the Technical Documentation and any other general technical specifications applicable to the Goods or Services and any instructions included in the purchase order.

4.2 Nonconformities

A Good or Service shall be considered non-conforming whenever Customer's analysis reveals it fails to comply with section 4.1.

A Good or Service shall be deemed non-conforming if (i) it no longer satisfies the operating features set out in the order and/or

the Technical Documentation; (ii) it does not deliver the performance expected by Customer under the order and/or the Technical Documentation; or (iii) the results set out in the order and/or the Technical Documentation are not achieved.

In the event a Good or Service is considered or deemed non-conforming pursuant to section 4.1, the relevant Customer shall have the right to exercise the following remedies at its discretion, such remedies being non-exclusive insofar as Customer may pursue only one or several of them cumulatively or successively if the context so requires and allows:

- demand that Supplier repair, make good and/or performs again the non-conforming Good or Service in a timeframe reasonably determined by Customer;
- demand that Supplier reimburse Customer of all costs incurred due to the nonconformity of the Good or Service and in order to remedy such nonconformity;
- seek indemnification from Supplier for all damages, losses, liquidated damages and other third-party claims suffered by Customer as a consequence of the nonconformity of the Good or Service.

5 FINANCIAL TERMS

5.1 Price

The Goods and Services are supplied at the prices stipulated in the purchase order. These are fixed unit prices and non-revisable.

5.2 Invoicing and payment

The Goods and Services shall be invoiced by Supplier to Customer after delivery. Invoices shall indicate:

- name of Customer placing the order;
- order reference;
- delivery note number;
- Customer's and Supplier's intra-community VAT number;
- customs code of the Goods for intra-community deliveries;
- Supplier's full bank details;
- due date in accordance with the payment period set out in this section.

Invoices are payable 45 days end-of-month.

Failure to pay an invoice by the due date shall give rise to late payment interests at three times the legal interest rate in force from the day following the due date until the day on which payment is issued by Customer.

The payment of this late payment interest discharges Customer and constitutes the only remedy available to Supplier in the event of late payment.

5.3 Bank guarantee

Any payment by Customer of a downpayment prior to delivery of the Goods and/or performance of the Services is subject to the agreement of Customer's credit insurer or, if the latter refuses to provide a guarantee, to the provision by Supplier of a first demand bank guarantee for the benefit of Customer satisfying the following conditions:

- shall be issued by a bank or an accredited financial institution of international repute in the same amount as the downpayment and in form satisfactory to Customer;
- shall constitute an autonomous first demand, unconditional and irrevocable obligation to pay;
- shall remain in force until Customer has received in the designated premises all Goods or Services concerned by the downpayment and may be activated by Customer if Supplier breaches any of its obligations under the order, including the failure of Supplier to reimburse the downpayment where required;
- may include a mechanism whereby its amount shall progressively be reduced, proportionate and depending on the acceptance by Customer of Goods or Services and on the basis of invoices duly approved by Customer;
- shall be replaced, in the event that accreditation is withdrawn from the bank or the financial institution that provided this guarantee, by an equivalent replacement guarantee by another bank or accredited financial institution by Supplier within 15 days of said accreditation being withdrawn.

In the event of expiry or termination of the order for any reason before all the Goods and Services covered by the downpayment are delivered, Customer shall be entitled to a reimbursement of the downpayment for the amount in excess of the invoiced value of the Goods and Services actually delivered by Supplier and accepted by Customer in the designated premises. Supplier undertakes to reimburse such amount within 20 days of the receipt of Fonroche's claim for reimbursement.

6 COMPENSATION

Any amounts owed by Supplier to Customer, including liquidated damages for late delivery and/or performance, costs and damages for which Customer may claim payment, reimbursement or indemnification may, at Customer's discretion:

- be offset against any amount owed to Supplier by Customer for any order; and/or
- be invoiced by Customer to Supplier in the form of a debit note or commercial invoice payable within 30 days.

7 RISKS; RETENTION OF TITLE

Ownership of and title to the Goods and Services shall be transferred to and shall vest in Customer upon the earliest to occur of, with respect to the relevant Goods and Services: (i) full payment of the price; and (ii) delivery. No retention of title shall apply.

The transfer of risks relating to the Goods to Customer occurs on receipt of the Goods and Services or in accordance with the Incoterm (2020) set out in the purchase order.

8 INSURANCE

Supplier shall hold insurance policies covering its civil, commercial and professional liability in respect of its obligations under the order, including but without limitation the financial consequences of the bodily injuries, damage to property and non-physical harm caused to third parties and to Customer, such policies having been subscribed for appropriate amounts.

Supplier undertakes to maintain these insurance policies in force for as long it is under obligations in respect of the order, including in relation to its warranty on the Goods and Services. Customer

At Customer's request, Supplier shall provide individual insurance certificates in Supplier's name evidencing the coverage of the corresponding risks. Such certificates shall indicate the amount and the extent of the coverage, as well as the period of validity thereof, and shall state whether the premiums have been paid.

9 SUPPLIER'S LIABILITY

Supplier shall remain at all times responsible and liable for its subcontractors (including its carriers), officers and agents. Supplier shall indemnify and hold harmless Customer and their personnel against and from all claims, damages, losses and expenses (including reasonable legal fees and expenses) to the extent caused by any default, wilful misconduct, negligence or omission of Supplier, its subcontractors (including its carriers), officers and agents.

10 COMPLIANCE

Supplier undertakes to comply with the national and international legal and regulatory provisions in force that are applicable to it, in particular with respect to:

- labour, health and safety and prevention of illegal or concealed work;
- human rights and protection of the environment;
- prevention of corruption and money laundering;
- financing of terrorist activities.

In particular, Supplier represents and warrants that, in the context of the negotiation and performance of the order, neither it nor anyone acting on its behalf or in its name has or will, directly or indirectly, pay, give, promise or offer to pay or give, or authorise or seek the payment or giving of money or anything else of value to any public agent or government official or to any other person while knowing or having reasons to believe that all or part of the sums or such thing of value has or is offered, promised, paid or given, directly or indirectly, in order to influence official action, including the decision to do or omit to do any act in violation of such public agent, government official or person's duties, or to incite the same to use its influence to affect or influence any act or decision for the purpose of obtaining or retaining business or securing any other improper commercial advantage or improperly facilitating the performance by Supplier of its obligations pursuant to the order.

Supplier undertakes to act ethically in its business relations. In particular, Supplier undertakes to comply with the principles of the United Nations Global Compact as set out below:

- to support and respect the protection of international human rights law;
- to ensure that it is not complicit in human rights violations;
- to uphold the freedom of association and recognise the right to collective bargaining;
- to refrain from engaging in any form of forced or compulsory labour;
- to refrain from directly or indirectly engaging in child labour;
- to avoid any discrimination in employment and occupation;
- to work against corruption in all its forms, including extortion and bribery;
- to apply a precautionary approach to environmental challenges.

Any breach by Supplier of the provisions of this Section shall be deemed a material breach entitling Customer to unilaterally terminate the order and cancel any other current order with Supplier without notice or compensation, and without prejudice to the payment of all damages to which Customer may be entitled as a result of such breach.

11 ASSIGNMENT

Supplier shall not assign or transfer the whole or any part of its rights and obligations under these general terms of purchase or an order for Goods or Services, including by way of asset transfer or merger, except with the prior written approval of Customer.

12 CONFIDENTIALITY

For the purposes of the order, Confidential Information shall include any information of whatever nature (including proprietary information, technical data, business secrets, financial and marketing data or relating to Customers prospects and market analyses, know-how, patents, formulas, concepts, processes, drawings, plans, trademark, specifications, samples, software programs and source code, materials, registers, records) relating to Customer or an order communicated or made available by Customer or of which Supplier becomes aware in any way and in any form and on any medium whatsoever in the context of the negotiation or execution of an order, including any reports, notes, analyses, studies, compilations or interpretations which comprise, include, reflect or are based upon in whole or in part on such information and whether the term "Confidential" is affixed to it or mentioned or not.

Confidential Information does not include information which Supplier can prove:

- is or becomes generally available to the public other than as a direct or indirect result of a breach of the provisions of these general terms of purchase by Supplier;
- the disclosure of which has been authorized in writing by Customer and that such disclosure is strictly limited to the purposes specifically authorised by Customer;
- was already in its possession or at its disposal before its receipt from Customer or was developed independently by Supplier without using or relying in whole or in part on Confidential Information;
- was lawfully obtained by Supplier from a third party who did not themselves obtain such information directly or indirectly from Customer or, if such is the case, to the extent such disclosure to Supplier does not constitute a breach of a confidentiality commitment by the third party towards Customer.

All Confidential Information and copies thereof remain the property of Customer. Nothing in these general terms of purchase and in the order is intended to grant any right thereon to Supplier and their disclosure to Supplier or knowledge thereof by Supplier shall not be deemed to constitute an assignment or transfer of ownership, title or any intellectual property right or any other right over or licence to use such Confidential Information except for the limited right to use the Confidential Information specifically for the purposes of the order pursuant to these general terms of purchase.

Supplier undertakes to keep all Confidential Information strictly confidential and to use or reproduce Confidential Information solely and

exclusively for the purposes of the order, and to disclose such Confidential Information only to its employees, agents or external advisors on a strict need-to-know basis, and provided that a similar confidentiality commitment be imposed onto any person to which Confidential Information is disclosed and any such person be made aware of the terms of these general terms of purchase, and provided that such disclosure be limited to what is strictly necessary for the purposes required of any such person.

This confidentiality commitment shall not prevent the disclosure by Supplier of Confidential Information as required by statutory, legal or regulatory obligations or as a result of a judicial, arbitral or administrative order or judgment, or a decision from a competent authority, provided that such disclosure be limited to that which is strictly required to comply with such obligation, order, judgment or decision and provided that Supplier, to the extent permitted by applicable law, promptly give written notice to Customer of the full circumstances of the required disclosure and of the Confidential Information Supplier proposes to disclose (being the minimal amount of information absolutely necessary to disclose to satisfy its relevant obligations) prior to it, and consult with Customer as to possible steps to avoid or limit disclosure, take such steps as Customer may reasonably require to mitigate the consequences of the disclosure and take into account any reasonable comments Customer may have in relation to the content, timing and manner of the disclosure. If Supplier is unable to inform Customer prior to disclosure, Supplier shall, to the extent permitted by applicable law, inform Customer of the full circumstances of the disclosure and the Confidential Information which has been disclosed immediately after disclosure.

In any event, Supplier shall use all reasonable efforts to obtain the confidential treatment of the Confidential Information disclosed.

Any reproduction of Confidential Information must also reproduce all indications regarding the origin, ownership and title of all intellectual property rights as appearing on or accompanying such Confidential Information. Supplier shall not analyse, disassemble or reverse engineer any Confidential Information or permit any third party to do so.

Supplier undertakes to safeguard the Confidential Information against disclosure by using the highest degree of care and all appropriate and reasonably necessary means to ensure the protection of the same. Supplier shall use in any case at least the same care and caution it uses in order to protect its own most sensitive information.

Supplier shall promptly inform Customer in case it suspects or it has come to its attention that there has been an unauthorised

disclosure of Confidential Information and shall provide all reasonable assistance to Customer to mitigate the consequences of such disclosure.

Upon completion or termination of the order, Supplier shall immediately return to Customer all Confidential Information and other documents, materials and information relating to Customer or communicated by it (including plans and drawings) provided during the performance thereof and shall permanently destroy any electronic copy which may not be returned.

The provisions of this section shall survive the completion or termination of the order for a period of 5 years.

13 INTELLECTUAL PROPERTY

Supplier represents and warrants that it holds all the authorisations, licenses and permits and intellectual property rights needed to perform, manufacture and commercialise the Goods and Services and represents and warrants that the Goods and Services do not infringe upon any third-party rights and in particular any third-party intellectual property rights.

Supplier shall indemnify and hold harmless Customer against and from any third-party claim, as well as any damage, losses, interests, costs, charges or expenses (including legal fees and expenses) in relation thereto regarding any alleged or recognised infringement or breach of patents, licenses, trademarks or any other intellectual property right in relation to the Goods or Services whether during or after the performance of the order. To that end, to the extent permitted by law, Supplier shall be responsible for defending against the same or shall assist Customer in their defence before the relevant judicial or arbitral court and undertakes, in case of adverse judgment or arbitral award rendered against Customer, to the extent permitted by law, to defend against such judgment or award or to assist Customer in defending against the same and bear all judicial, mediation and arbitration costs and expenses (including legal fees and expenses) incurred by Customer, damages awarded to the relevant third party and pecuniary sanctions imposed on Customer by such judgment. Should Customer decide to participate in the legal proceedings and appoint counsel to represent their interests, if Supplier was in charge of directing and handling the defence, Supplier will remain so but undertakes to give full access to the case file to Customer's counsel. Notwithstanding the foregoing, Customer shall be solely and exclusively entitled to settle any claim or sign any other act or document which may lead to the end of the proceedings and/or incur any disbursement or expense by Customer.

Nothing in these general terms of purchase shall be deemed to constitute an assignment, transfer, sale or otherwise licence of any concept, design, plan, technology, trade secret, trademark, patent or any other intellectual property right. The disclosure of documents and information for the purposes of the order shall not be construed as granting to Supplier any license to use any concept, design, plan, technology, trade secret, trademark, patent or any other intellectual property right included therein other than for the completion of the order. Notwithstanding the foregoing, Customer is authorized to use the Supplier concepts, designs, plans, technology, trade secrets, trademarks, patents or other intellectual property rights contained in Goods or Services for the purpose of incorporating the Goods and Services into their products and commercialising the same.

Supplier is not authorised to reproduce or use in any way whatsoever any of Customer's trademarks or distinctive signs without Customer's prior written consent, subject to exceptions authorised by law.

14 TERMINATION

Customer may terminate the order in case of breach by Supplier of its obligations under the order or these general terms of purchase after a formal notice to remedy the breach within 15 days, without compensation of any nature whatsoever owed to Supplier.

Customer may terminate the order without formal notice in the following cases:

- delay in delivery exceeding 15 days;
- breach of the compliance obligations set forth in section 10 ;
- breach of the confidentiality obligations set forth in section 12.

Termination of an order for breach shall not discharge Supplier nor preclude Customer from seeking compensation or remedies for any damage, loss, claim or other costs and expenses related to the order or these general terms of purchase and Supplier's non-performance thereof.

15 FORCE MAJEURE

In case of a force majeure event as construed pursuant to article 1218 of the French civil code and relevant case law and preventing the performance of all or part of the obligations under these general terms of purchase excluding the case where the relevant party merely suffers hardship or increased costs for the performance of such obligations, the affected party shall inform the other party within 5 days of becoming aware of the occurrence of an event likely to constitute a force majeure event, indicating its nature, its impact on the performance of its obligations and its foreseeable duration as the case may

be. The affected party shall inform of any development and give notice when it ceases to be affected by the force majeure event.

The party affected by force majeure shall take without delay all measures and undertake all actions which are reasonably necessary to minimize the effect of the force majeure on the performance of its obligations and the duration of the suspension of its obligations and to resume the execution of such obligations as soon as possible and/or to find an alternative solution at equivalent technical and financial conditions in the meantime.

Subject to it complying with the provisions of this section, the party affected by the force majeure shall not be in default and shall not incur any liability towards the other party nor liquidated damages for delays or sanctions for failure to perform its contractual obligations insofar as such failure is due to the force majeure. Where applicable, delays to perform obligations affected by the force majeure shall be suspended from its notification to the other party of the occurrence of the force majeure event until the performance of such obligations can resume.

Supplier shall continue to discharge its obligations under these general terms of purchase to the extent their performance is not delayed, hindered or prevented by the force majeure.

16 MISCELLANEOUS

No waiver by Customer of any of these general terms of purchase shall be effective unless in writing and signed by or on behalf of Customer. The waiver or delay or failure of Customer to enforce conformity, seek redress or pursue remedies for breach of, or to insist upon, the strict performance of any term or condition of these general terms of purchase or obligation of Supplier under these general terms of purchase shall not constitute a waiver of such term, condition or obligation, nor of the right to enforce conformity, seek redress or pursue remedies for any future breach of any such term, condition or obligation whether of a like or different nature. No right or remedy conferred upon or reserved to Customer or Supplier under these general terms of purchase is exclusive of any other right or remedy under these general terms of purchase or any right or remedy provided or permitted by law.

Each provision of these general terms of purchase is severable and if any provision is determined to be invalid, unenforceable or illegal, in whole or in part, under any existing or future law by a court or arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality shall not impair the operation of, or affect those portions of, that provision and these general terms of purchase that are valid, enforceable and legal.

17 GOVERNING LAW; DISPUTE RESOLUTION

These general terms of purchase shall be governed by, and construed in accordance with, the laws of France, without regard to conflict of law principles. Customer and Supplier shall endeavour to resolve any dispute arising between them in relation to these general terms of purchase amicably. Any dispute that remains unresolved within 30 days may be brought exclusively before the commercial court of Agen, France.