



Flowbird

General Terms and Conditions of Purchase

Preamble

These conditions define the general terms of purchasing operations in which the Supplier undertakes to deliver and/or produce the Supplies for the Customer's needs. They replace any pre-existing contractual document relating to the same subject, unless a specific contract or a framework contract concluded between the Parties is in force on the date of the Order.

The Customer and the Supplier, hereinafter referred to individually or collectively as a "Party" or the "Parties".

Article 1. Definition

1.1. Affiliated Entities

Refers to any company in the Flowbird group.

1.2. Customer

Refers to Flowbird and/or its Affiliated Entities

1.3. Deliverables

Any element subject to the Order, result of the Services, of whatever nature, regardless of the medium and form, including processes, data, software, molds, tools, materials, bundles, plans, notes techniques, drawings, models, prototypes, test sets, test reports, certifications or any other element subject to the Order which may or may not be the subject of intellectual property rights, and produced or developed for the Customer on the basis of plans and/or diagrams and/or other specifications specific to the Customer within the framework of the execution of an Order.

1.4. Products

Refers to the goods and merchandise, objects of the Order and conforming to the needs of the Customer.

1.5. Order

Refers to any order issued by the Customer and addressed to the Supplier, relating to the purchase of Supplies.

1.6. Services

Refers to all of the Services entrusted or subcontracted to the Supplier by the Customer as part of the Order. The Supplier undertakes to carry out the Services according to the conditions of the Order and these general conditions of purchase.

1.7. Supplier

Refers to the Customer's co-contractor, who owes the obligations arising from the Order.



1.8. Supplies

Refers to all Products, Deliverables and Services, subject of the Order.

Article 1. Order

Only purchase orders issued by a duly authorized representative are binding on the Customer.

Orders issued by the Customer are deemed accepted by the Supplier in the absence of written notification to the contrary within three days from the date of the Order. Any Order may be canceled or modified by the Customer, with immediate effect, at no additional cost to the Customer.

Any modification of the Customer's Orders can only result from the latter's prior written agreement.

Article 2. Supplier Obligations

The Supplier undertakes to:

- an obligation of result with regard to its obligations under the Order and these general terms and conditions of purchase,
- execute the Order in good faith and to facilitate the proper execution of the Order within the allotted time limits and in any event within time limits enabling the Customer to respect its own commitments,
- implement the means and resources necessary for the execution of the Order, on a technical, human and organizational level,
- immediately provide the Customer with the requested response elements,
- ensure that the use of third-party products as part of the execution of the order does not in any way affect the performance and results provided for by the Order,
- comply with the standards and regulations in force,
- ensure an obligation to advise and warn in its area of expertise,
- notify the Customer, as soon as possible, of any difficulty encountered in carrying out tasks or in anticipation that the Supplier may encounter, with proposals to resolve and anticipate them, with a view to executing the Order,
- ensure the maintenance of its competent personnel carrying out the Order and take responsibility for the training of its replacement personnel as well as the possible consequences of this change in terms of late penalties and possible additional costs,
- comply with current and future standards, regulations and laws and to take into account and implement, at its own expense, any modification of these standards and regulations,
- determine alone the adequacy between the needs expressed by the Customer and the means necessary for the execution of the Order,
- ensure that its staff and the staff of its possible subcontractors comply with all the instructions in force in the premises in which the Services will be carried out,
- comply with the regulations in force.

In the event of non-compliance with the provisions cited above, and more generally with the provisions described in these general conditions, the Customer may in particular and without prejudice to any damages to which the latter could claim:

- suspend execution of the Order without compensation or remuneration for the benefit of the Supplier after sending a formal notice by registered letter with acknowledgment of receipt which remains without effect for seven (7) days. In this case, the Customer reserves the right to use a third party to execute, at the Supplier's expense, the Supplies subject to suspension;



- and/or automatically terminate the Order after sending a formal notice by registered letter with acknowledgment of receipt which remains without effect for fifteen (15) days without compensation to the Supplier;

Article 3. Delivery Conditions

3.1 Deadlines

Delivery times and dates are indicated in the Order.

Acceptance by the Supplier of the Order implies its irrevocable commitment to respect the deadlines and delivery dates defined in the Order. The delivery times and dates indicated constitute an essential and determining element of the Order and cannot be modified without the prior written agreement of the Customer.

The Supplier must immediately inform the Customer of any event likely to affect in any way the execution of the Order and must implement all necessary means to minimize delivery delays and their consequences. The Supplier will be fully responsible for any delay in delivery, and will therefore bear all direct or indirect damaging repercussions.

In the event of a breach under this article, the Customer reserves the right to terminate the Order(s) in question in accordance with article "Termination" of these conditions.

3.2 Packaging and Shipping

The Supplier undertakes to respect the packaging and shipping methods in accordance with the Customer's needs and which the Supplier declares to be aware of.

3.3 Delivery

Delivery and, where applicable, commissioning, takes place at the location indicated by the Customer, at the expense and risk of the Supplier. Delivery means the delivery of the Supplies ordered, in quality and quantity, accompanied by a delivery note. The delivery note must be signed by a duly authorized representative of the Customer. The Order can only be considered completely executed when all the Supplies have been delivered and all the Deliverables provided for in the Order, which are required for use and maintenance, in accordance with the regulations in force, have been received and acknowledged. complied with by the Customer.

Any Order which is not fully delivered within the stipulated period may be automatically terminated by the Customer, immediately and without further formalities.

Unless otherwise agreed, any delivery from the Supplier is deemed to be the Customer's delivery site DDP, according to the Incoterms 2020 published by the International Chamber of Commerce.

3.4 Postponement of delivery by the Supplier

In the event of postponement of the delivery deadline accepted by the Customer, the Supplier will pay the Customer, as compensation for the damage suffered, compensation equal to five (5) percent per week of delay, from the initial date set for delivery, calculated on the purchase price excluding tax of the undelivered Supplies. Any week started is due.

These sums are due to the Customer without formal notice being necessary and may be paid, at the Customer's choice, either by payment of said sums, or in the form of a credit, or by compensation with any sums which remain. owed by the Customer to the Supplier.



These penalties are not dischargeable and cannot be considered as a lump sum and definitive compensation for the damage suffered by the Customer.

3.5 Transfer of risks and ownership

The transfer of ownership of the Supplies takes place upon delivery of the Products, or upon signing the acceptance report if receipt is provided for in the contractual documents and as they are carried out with regard to the Services. No retention of title clause stipulated by the Supplier may be invoked or opposed to the Customer, unless it has been expressly accepted in writing.

Article 4. Compliance of Supplies

In the event that the Supplies delivered do not comply with the Order, the Supplier undertakes to bring them into conformity or replace them at its expense within 48 hours.

Upon delivery of the Supplies, the Supplier undertakes to:

- accompany its deliveries with a delivery note
- having previously carried out tests and having verified the quality of the Supplies and providing the Customer with the relevant report.

In case of Supplies delivered that do not conform to the Order, the Customer may in particular, automatically and without further formalities, apply penalties in accordance with the article "Penalties" of these conditions, without prejudice to any other terms described to these general conditions.

Article 5. Receipt of Supplies

Receipt of the Supplies means verification of the conformity of the Supplies to the Customer's needs. The Parties agree that only unreserved receipt will result in validation of the Supplies. There can be no tacit receipt from the Customer.

Article 6. Modification of Supplies

In the event of changes and/or modifications to the Supplies, the Supplier undertakes to provide the Customer, within a maximum period of five (5) days from the Customer's request for change, a detailed impact analysis including at least:

- technical and functional description of the modification,
- execution schedule and possible impact on the execution schedule of the Order,
- possible financial impacts.

Failing this, the Supplier will not be able to claim any additional costs or delays.

Article 7. Penalties

In the event of late delivery or non-compliance of the Supplies delivered, the Supplier will owe the Customer penalties equal to 1% (one percent) of the Order concerned per working day of delay and without prejudice to damages and other sanctions. contractual obligations to which the Customer could claim under these general conditions. These sums are due immediately without formal notice being necessary.



Article 8. Financial terms

8.1 Price

Unless otherwise agreed, the prices appearing in the order are firm and non-revisable, all taxes and duties included, excluding VAT. These prices include all costs incurred by the Supplier. The price is always firm and cannot be subject to any revisions, indexation or adjustment based on currency fluctuations.

No additional costs of any nature whatsoever will be authorized without the prior written agreement of the Customer specifically indicated on the order form. No price increase may be applied without the prior written consent of the Customer.

The Supplier undertakes to invoice the Supplies in accordance with the contractual documents and in any event, not before delivery of the Products, and not before the performance of the Services. If an invoicing schedule agreed between the Parties is mentioned in the Order, the Supplier must comply with it.

The Supplier undertakes to notify the Customer at least 30 days before any price change. Otherwise, the Supplier will not be able to submit its new prices to the Customer when placing the Order.

8.2 Billing

Invoices sent by the Supplier must be established in accordance with the regulations in force and will display the following information:

- The billing address conforms to that specified on the Order
- Order number
- Designation
- The item code
- Revision, if applicable
- Quantity
- Unit price
- Devise
- Delivery slip number
- Product Serial Number

In the event of non-compliance with this provision, the Customer cannot be held responsible for any late payment.

8.3 Terms of payment

Payment will be made at the end of the month 45 days from the issue of the invoice by the Supplier.

In the event of non-payment on its due date, any sum may bear interest, from said due date until full payment, at a rate equal to three (3) times the legal interest rate for the year in question. course, without exceeding the limits provided for by law,

In addition, in the event of non-payment by the Customer, a fixed compensation amounting to forty (40) euros, for recovery costs, will be applied automatically, without prior notice.



Article 9. Guarantee

The Supplier guarantees the Customer against any occurrence of any non-conformity, anomaly, incidents or operating or material defects which may appear during use.

Unless otherwise agreed between the Parties, the warranty period cannot be less than one year (1) from the date of issue of the acceptance report. The Supplier will cover, free of charge and at its expense, (i) any repair or replacement of the Product or correction of the Service or (ii) the warranty includes parts, labor, taxes, transport and travel. Understood. The Supplier undertakes to provide access to contactable support, to which the Customer will notify, in writing, any anomalies, incidents or operating or material defects. This warranty clause is without prejudice to the repair of damage suffered by the Customer.

Any repaired or replaced part is guaranteed for a period of one (1) year and the warranty for the complete equipment is extended by 3 months from the return to service of the Product in question.

In the absence of compliance with the deadlines agreed between the Parties, in the implementation of corrections, the Customer reserves the right to use the services of third parties at the expense and risk of the Supplier, without prejudice to its other legal and contractual remedies (penalties, termination, damages, etc.).

Article 10. Supplier Personnel

The Supplier is responsible for appointing the members of its teams and undertakes to ensure that the members of its teams have the skills, experience and qualities necessary for the proper provision of the Services covered by the Order.

All of the Supplier's staff assigned in whole or in part to the provision of these Supplies remains, in all circumstances, under the sole hierarchical and disciplinary authority of the Supplier who alone ensures their administrative and social management.

Article 11. Liability Insurance

The Supplier declares that it has taken out insurance with a well-known and solvent insurance company covering all risks inherent to the Order. The Supplier undertakes to provide the Customer, upon signing the Order and each following year, with a valid insurance certificate.

The Supplier is responsible for any damage or loss suffered by the Customer or any third party due to any non-performance or poor performance of the Order and/or its obligations. Consequently, the Supplier must compensate the Customer or any third party for all damages suffered by the latter.

Article 12. Confidentiality

The Supplier undertakes to take all necessary measures to preserve the strict confidentiality of information of any kind concerning the Customer, which is entrusted to it or of which it becomes aware during the execution of the Order.

It undertakes not to disclose said information without a time limit, to the extent that such information is not in the public domain.

It is also prohibited to make any use of said information other than that strictly necessary for the execution of the Customer's Order.



Article 13. Intellectual property

13.1 Ownership of previous elements

Unless otherwise agreed between the Parties, each of them remains the owner of the intellectual property rights acquired prior to signing the Order.

The Supplier grants the Customer a non-exclusive, transferable license over all intellectual property rights attached to the previous elements for the entire world and for the duration of the protection of the intellectual property rights.

13.2 Ownership of Supplies

All intellectual property rights attached to the Supplies and in particular without this list being exhaustive: plans, studies, models, drawings, instructions for use, technical documentation, manuals and documents are the full and entire property of the Customer. Consequently, the Supplier assigns all intellectual property rights attached to the Supplies as they are produced.

The Deliverables may not be communicated to a third party by the Supplier without the prior written consent of the Customer. The latter will have full and complete ownership of all developments relating to the Deliverables designed and/or developed within the framework of the Order and using inventions derived from the Deliverables.

The transfer of all intellectual property rights to the Customer takes place for all countries and for the legal duration of protection.

13.3 Eviction guarantee

The Supplier declares and guarantees that it is the legitimate holder of all intellectual property rights relating to the elements that it will make available to the Customer within the framework of the Order.

The Supplier will deal with such claims personally by intervening without delay to exonerate the Customer and will bear all the consequences and costs alone, thus guaranteeing the Customer against any recourse.

Furthermore, in the event of recognized infringement, the Supplier must in particular allow the Customer to obtain the necessary rights, by replacing or modifying the elements so as to stop the infringement or failing that, take responsibility for the financial consequences, both direct and indirect generated by counterfeiting.

Article 14. Termination

The Customer may at any time denounce, as of right, the Order, upon notification respecting thirty (30) days' notice, sent to the Supplier by registered letter with acknowledgment of receipt.

Where applicable, the Supplier is entitled to payment for Services performed and received by the Customer until the effective date of termination. Such termination takes place without compensation to either party.

Article 15. Transfer of the Order

Each Party undertakes not to assign or transfer in any manner whatsoever the rights and obligations relating to the Order, without the prior written consent of the other Party.



Article 16. Communication externe

The Supplier undertakes not to use or refer to the company name or trademark of the other Party without the written approval of the Customer.

Article 17. Subcontracting

The Supplier may not subcontract all or part of the Order without the prior written consent of the Customer. In the event that this clause is not respected, the Customer is entitled to terminate the Order under the conditions provided for in these purchasing conditions.

In any event, the Supplier remains solely responsible for the proper execution of all Services. In addition, the Supplier guarantees the Customer against any claims from its subcontractors regardless of their rank and/or suppliers or members of their staff.

Article 18. Fight against corruption and Code of Conduct

The Supplier declares that it knows and undertakes to respect the principles described in the Code of Conduct (<https://www.flowbird.group/flowbird-code-of-conduct/>) as well as the French, European and international laws and regulations arising therefrom, such as in particular FCPA, UK Anti-Bribery Act and the law known as the Sapin II Law. Throughout the duration of the Order, the Customer may, subject to compliance with a minimum notice of seven days, carry out any investigation and/or any audit that it considers necessary in connection with compliance with the principles set out in this article. The audit may be carried out, at the Customer's choice, by the Customer or any third party designated by him. In the event that the Supplier breaches the obligations arising from this article, the Customer will be entitled to terminate the Order for fault immediately, by simple written notification, without notice and without compensation, and this, without prejudice to damages or interest. any other action to which the Customer may be entitled.

Article 19. Social responsibility of the Supplier

The Supplier undertakes to develop a responsible purchasing strategy in favor of respect for human rights, environmental protection and the fight against corruption. As part of the execution of the Order, the Supplier undertakes to comply with all applicable regulations, and in particular those relating to the following areas:

- Human rights and fundamental freedoms (inclusion, diversity, etc.)
- Environmental protection
- Health, safety at work and working conditions
- Prevention and fight against corruption and money laundering
- Competition law and business ethics

In addition, the Supplier must comply with its tax and social obligations and also make any declaration, in the territory of which it carries out its activities and provides services on behalf of the Customer.

The Supplier undertakes to have a proactive and exemplary attitude embodied by a process of continuous improvement in terms of CSR and business ethics.



The Supplier undertakes to prevent and control the risks and environmental impacts of its activities in connection with the Order placed with the Customer, by taking any useful initiative in particular in terms of the circular economy, reduction of gas emissions greenhouse, environmental protection and preservation of biodiversity.

To this end, the Supplier undertakes in particular to:

- At the Customer's request, the Supplier will communicate the carbon footprint in tonnes of CO2 equivalent or in any other unit more suitable and validated by the Customer, of all the products and services, subject of this Contract and will present annually the related actions to reduce this footprint. to his contact in the purchasing department.
- Present annually to the Customer an action plan to control the impacts of the execution of the Services, the subject of this Order, at least in the following areas:
 - Greenhouse gas emissions
 - Waste management,
 - Promotion of equal opportunities and the fight against exclusion
- Measure the real impact of this action plan and report the results of these measures to the Customer in the form of performance indicators and be part of a process of continuous improvement on these subjects.
- Respond to the Customer's request to the Customer's CSR evaluation questionnaire by attaching all the necessary documents justifying its responses.
- Inform the Customer in the event of an identified environmental risk.
- Immediately notify the Customer of any change in its CSR policy

Article 20. Compliance with labor law regulations

As part of the execution of the Order, the Supplier undertakes to respect and ensure compliance by its possible subcontractors with all international, European and national legislative and regulatory provisions relating to labor law and social protection as well as the fight against hidden work.

Article 21. Protection of personal data

For any processing of personal data carried out in relation to the Order, the Parties will comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, relating to the protection of natural persons with regard to the processing of personal data and the free movement of such data, repealing Directive 95/46/EC and applicable from May 25, 2018 (hereinafter referred to as the "General Data Protection Regulation" or "GDPR").

Each Party declares and guarantees to the other Party that it will strictly comply with the GDPR for any processing of personal data carried out in the context of the Order.

Article 22. Export Control Regulations

The Supplier undertakes (i) to comply with the export control regulations relating to the Order and (ii) to inform the Customer (a) prior to the entry into force of the Order, of any export restrictions. or re-export affecting the Supplies and (b) during execution of the Order, any change in the restriction or entry into force of a restriction affecting the Supplies. The Supplier represents and warrants that the Supplies, including their components, are not subject to any restrictions, if any, other than those communicated to the Customer in accordance with the foregoing.



Article 23. Audit

The Customer or any third party designated by it may at any time carry out an audit of the Supplier, in particular in order to verify compliance by the Supplier with its obligations. The assistance provided by the Supplier in the context of these audits will be free of charge. The costs of regularizing non-compliance with the Supplier's contractual obligations noted during an audit will be borne by the latter.

Article 24. Recovery and Business Continuity

The Supplier undertakes to ensure the availability of all services linked to the Service throughout the Order and to provide, at the Customer's first request, proof of the existence of a business continuity plan. activity and resumption of activity. The Supplier also undertakes to carry out regular backups of the Customer's data in order to restore the completeness and availability of the services in the event of an incident. The Customer reserves the right to request the results of business continuity exercises carried out regularly by the holder. In the event of an incident affecting the continuity of services, the Supplier undertakes to immediately notify the Customer.

Article 25. Security

The Supplier undertakes to do what is necessary to ensure that any person assigned to carrying out the Services complies with the internal regulations, the provisions applicable to external companies and in particular those relating to health and safety, ethics, confidentiality, the use of IT resources and any other rules indicated in the documents annexed hereto. The Supplier also undertakes to do what is necessary to ensure that any person assigned to carrying out the Services adopts a courteous and respectful attitude in all circumstances in the execution of the mission both towards the Customer's staff and its customers.

The Supplier takes all necessary precautions to avoid introducing a security vulnerability, a computer "virus" into the software, and adopts appropriate measures in the event of such an event. To this end, the Supplier carries out all appropriate tests. He is responsible for the consequences of any damage caused to the Customer and/or in the event of the introduction of a security breach or computer virus.

In the event of a security breach on its network that could impact the Customer's systems, the Supplier undertakes to immediately notify Flowbird. The Supplier undertakes to provide all the means and information necessary for Flowbird to conduct a security audit.

In the event of violation by the Supplier of the rules defined above, the Customer may terminate the Order without notice or compensation of any kind.

In terms of information systems security (ISS), the Supplier undertakes to provide and respect a Security Assurance Plan to be finalized and validated by the Customer before the start of the Services.

Article 26. Applicable right

These general conditions as well as the acts which will result in their validity, interpretation and execution are subject to French law [depending on the Affiliates country]. Any dispute arising from or related to the interpretation and execution of these general conditions which cannot be settled amicably by the parties will be brought before the competent courts of Paris, France.

