

1) DEFINITIONS - CONTRACTUAL DOCUMENTS - ACCEPTANCE OF THE ORDER

TERMS

Unless otherwise provided in the special conditions, the terms below shall have the following meanings:

– “Order” means the purchase contract placed by SMAC with the Supplier. It includes the special conditions, these General Terms and Conditions of Purchase and any document expressly referenced therein: drawings, specifications, quality requirements, CSR, environmental requirements, confidentiality, GDPR, cybersecurity, export control, traceability or customer requirements. In the event of any discrepancy between the contractual documents, the order of precedence, unless otherwise provided, shall be as follows:

1. The special conditions
2. These General Terms and Conditions of Purchase
3. The SMAC or customer documents and requirements expressly referenced in the Order.

– “Supplier” means the supplier identified in the special conditions.

– “Deliverable” means the product, service or work specified in the special conditions.

AMENDMENT

Any amendment to the Order may only be made by means of an amendment to the initial Order.

ACKNOWLEDGEMENT OF RECEIPT

The Supplier shall acknowledge receipt of the Order to SMAC within a maximum of five (5) working days, unless a different period is specified in the Order. Acceptance of the Order, the absence of written reservations within this period, or any commencement of performance shall constitute acceptance of SMAC's special conditions, these General Terms and Conditions of Purchase and the referenced applicable documents. Any reservation or contrary condition proposed by the Supplier shall be enforceable against SMAC only if expressly accepted in writing by SMAC. These General Terms and Conditions of Purchase shall prevail over the Supplier's terms and conditions, unless otherwise agreed in writing by SMAC. They define a contractual framework proportionate to the nature of the Deliverable, its criticality and the associated risks, without creating any unjustified commercial imbalance.

Any commencement of performance of the Order by the Supplier shall expressly constitute acceptance by the Supplier of the Order, including these General Terms and Conditions of Purchase, even if the Supplier has not returned the acknowledgement of receipt provided for in this article. The Supplier shall check the Order before performance and immediately report any ambiguity, impossibility, regulatory restriction, technical constraint or reservation likely to affect its performance.

2) DELIVERY TIMES

Unless otherwise provided in the special conditions, delivery times shall be understood as the Deliverable being made available at the address indicated on the Order. Delivery times must be strictly complied with. SMAC reserves the right to terminate, by simple letter or message, all or part of any Order not

performed within the specified time limits. In such case, SMAC may also claim compensation for the loss suffered and reserves the right to place an order with a third party at the expense and risk of the defaulting Supplier, who shall bear any additional costs resulting from non-performance of the Order within the required time limits. The Supplier shall immediately inform SMAC of any risk of delay, shortage, obsolescence, unavailability, quality incident or capacity issue, and shall propose appropriate securing measures. Without prejudice to SMAC's other rights, the Supplier may be liable for late-delivery penalties calculated on the basis of the formula VR/100 and capped at ten percent (10%) of the amount of the delayed batch, unless otherwise stipulated. The application of such penalties shall be discussed in advance with the Supplier and shall not preclude compensation for any separate duly justified loss.

3) DELIVERY

All deliveries must be made during the opening hours of the receiving organization and at the location(s) specified on the Order. Any delivery may be refused if it is not accompanied by one delivery note per Order, on the Supplier's letterhead, stating the Order number, description, specification, etc., and, where applicable, a detailed breakdown by crate or other packaging, together with gross and net weights.

SMAC shall not be held liable for any payment delay caused by a delivery note that has not been provided, is insufficiently completed or is illegible. Quantities shall be those defined in the Order. SMAC reserves the right to return early or excess deliveries to the Supplier at the Supplier's expense and to claim the missing quantities under the conditions of the Order.

Any non-compliant, incomplete, insufficiently documented, early or excess delivery may be refused, placed on hold, returned or regularized at the Supplier's expense, in proportion to the discrepancy identified.

Where required, each delivery shall be accompanied by the necessary conformity and traceability documents: certificates, inspection reports, safety data sheets, batch/serial references, concessions and any supporting document required by the Order or customer requirements.

4) PRICES

Unless otherwise provided in the special conditions, the prices stated are firm and non-revisable and are for the Deliverable delivered to the place of delivery specified on each Order, carriage and packaging paid, net of any duties.

5) PACKAGING

Unless otherwise provided in the special conditions, packaging shall be carriage paid and shall not be returnable or consigned to the Supplier. The Supplier shall provide packaging suitable for preservation, safety, identification and traceability of the Deliverable, giving preference, where possible, to reusable, recyclable or lower-environmental-impact solutions. Polystyrene chips are prohibited unless expressly authorized in writing by SMAC.

6) ACCEPTANCE

A Deliverable shall only be deemed accepted after verification against the Order specifications or applicable standards. Any inspection carried out at the Supplier's premises by an administration or any other body shall in no circumstances

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constitute a waiver of this article. Acceptance, inspection, payment or the absence of an immediate reservation shall not release the Supplier from its obligations relating to conformity, warranty, traceability, regulatory compliance and customer requirements, including in the event of a defect revealed subsequently.

7) RETURNS

SMAC reserves the right to return any non-accepted Deliverable at the Supplier's expense and risk and to request replacement or reimbursement, independently of the application of the warranty covering the delivered and accepted Deliverable. In the event of an actual or suspected non-conformity, the Supplier shall cooperate with SMAC to isolate the products concerned, preserve traceability, analyze causes, propose the necessary actions and provide evidence of closure.

8) WARRANTIES AND STANDARDS

Acceptance of an Order by the Supplier implies, in particular, a warranty covering the Deliverable, including parts and labor, against hidden material defects, defects in workmanship, adjustment and installation, professional faults, and transport costs further to return and reshipment of the defective Deliverable, even if resold by SMAC, from and to its place of use. Unless otherwise provided in the special conditions, the warranty period shall be twenty-four (24) months from acceptance of the Deliverable as provided in Article 6 above. Any Deliverable or part of a Deliverable repaired under warranty shall benefit from a new twenty-four (24) month warranty period from its return to SMAC. If the Deliverable as a whole is immobilized due to a defective part, the initial warranty shall be extended by the number of days during which the Deliverable could not be used. Any Deliverable subject to standardization (AFNOR, OCT, MIL, JEDEC, etc.) must be delivered in absolute conformity with the applicable standards. In the absence of official standards, the SMAC specification, where provided to the Supplier, shall constitute the reference and inspection document. By agreement with the Supplier, products deemed non-compliant and returned shall be marked indelibly, except in the case of a return for rework or sorting. Additional costs for receiving inspection, production disruption, production stoppage or slowdown, concession, recall, sorting, replacement or processing generated by a non-conformity attributable to the Supplier may be charged back to the Supplier on supporting evidence, after adversarial discussion with SMAC. The Supplier undertakes to support SMAC in handling production issues encountered after delivery. The justified costs resulting from a non-conformity attributable to the Supplier, including sorting, replacement, recall, non-quality, production disruption or customer claim, may be charged back to the Supplier after adversarial discussion. In the event of scrap, damage, loss or non-conformity attributable to the Supplier affecting a part, material, component, tooling or item entrusted by SMAC or by one of its customers, the Supplier shall bear, on supporting evidence, the replacement cost or cost price of the item concerned, as well as the costs directly related to processing the discrepancy.

Products delivered by the Supplier shall fully comply with environmental requirements and, in particular, REACH requirements. The Supplier guarantees that the Deliverables comply with applicable legal, regulatory, quality, environmental, REACH, export control, counterfeit-prevention, health and safety,

undeclared-work and customer requirements. The Supplier shall provide the evidence reasonably requested by SMAC. The Supplier shall prevent the introduction of suspect, falsified, unapproved or counterfeit parts, materials, documents or components, maintain their traceability and immediately inform SMAC of any identified risk.

9) INVOICES

Invoices must be sent to SMAC in duplicate, mandatorily stating the Order number, the description and number of Deliverables, the dates and references of the delivery note and the detailed price.

10) PAYMENT

Unless otherwise provided in the special conditions, payments shall be made in accordance with the general provisions of the French Commercial Code.

SMAC may suspend payment of the disputed part only of an invoice in the event of a reasonably justified discrepancy: non-conformity, missing documentation, price, quantity or dispute concerning the Deliverable. Uncontested amounts shall remain payable. Payment of an invoice shall in no circumstances entail automatic acceptance of the delivered Deliverable(s).

11) INDUSTRIAL AND INTELLECTUAL PROPERTY

11.1 Each Party shall retain its prior rights. The Order does not grant the Supplier any right over drawings, data, specifications, know-how, software, methods, tooling, confidential information, trademarks, documents, technical data or items belonging to SMAC, its customers or partners, except for a right of use strictly necessary for performance of the Order.

11.2 The Supplier shall refrain from using, reproducing, filing, registering, exploiting, communicating or marketing, directly or indirectly, any item belonging to SMAC, its customers or partners, or any know-how brought to its attention, outside the strict needs of the Order.

11.3 Results, deliverables, studies, drawings, files, methods, data, prototypes, developments, creations or inventions specifically produced for SMAC under the Order shall become the property of SMAC as they are created, unless otherwise stipulated in writing.

11.4 The Supplier assigns to SMAC, on an exclusive basis, worldwide and for the entire legal term of protection, the proprietary rights necessary for the use, reproduction, adaptation, modification, manufacture, distribution, maintenance and exploitation of the Results for the needs of SMAC, its customers and their programs.

11.5 If exploitation of the Results requires pre-existing rights of the Supplier or of third parties, the Supplier shall grant or obtain, at no additional cost unless otherwise agreed in writing, the rights necessary for their normal use by SMAC and its customers.

11.6 The Supplier warrants that the Deliverables and Results do not infringe any third-party rights and shall indemnify SMAC against any claim, action or consequence related to infringement, unfair competition, parasitism or restriction of use attributable to the Supplier.

11.7 The Supplier shall have its employees, agents, subcontractors and partners sign the commitments necessary to guarantee SMAC ownership, use, confidentiality and protection of the Results and information concerned. The Supplier may not

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subcontract or transfer all or part of the Order without prior information and, where criticality, confidentiality, customer, quality or regulatory requirements so justify, without SMAC's written agreement. The Supplier shall remain responsible for its subcontractors and shall flow down the applicable requirements to them.

12) TOOLING AND SMALL EQUIPMENT

Any tooling developed and/or acquired by the Supplier in connection with an Order and specifically financed by SMAC shall remain the property of SMAC, which may request its return by simple letter. Tooling, specific means, drawings, files, programs, jigs, models, technical data or items financed, supplied or validated by SMAC shall be identified, protected, used only for SMAC, maintained in good condition and returned or destroyed upon written request.

13) FINAL DESTINATION

Unless prior written information is provided, the Supplier guarantees that the Deliverable, its components, materials, software, data or technologies are not subject to any export restriction, sanction, embargo, ITAR/EAR or export control limiting their use, delivery or transfer by SMAC or its customers. The Supplier shall provide, on request, any classification, certificate, license or information necessary to comply with export control rules and shall report any restriction before accepting the Order.

14) GOVERNING LAW

All Orders shall be governed by French law.

15) CONFIDENTIALITY

The Supplier shall strictly protect information, data, drawings, specifications, trade secrets, know-how, personal data, customer data, and technical, industrial, commercial or strategic information of SMAC, its customers or partners, whatever the medium. Such information may be used only for performance of the Order and only by persons who need to know it. The Supplier shall prohibit any unauthorized copying, disclosure, publication, transfer, hosting, reuse or exploitation for the benefit of a third party or for its own account. In the event of personal data processing, the Supplier shall comply with the GDPR, process data only on documented instructions, ensure its security, assist SMAC in responding to data subjects' rights and notify without delay any confidentiality incident, loss, unauthorized access or data breach. Any cyber incident, information leak, unauthorized access, data loss, compromise or suspected fraud affecting SMAC, its customers or their data shall be notified to SMAC as soon as possible, together with the containment and remediation measures undertaken.

16) ETHICS, CSR, COMPLIANCE AND RESPONSIBLE PURCHASING

The Supplier shall comply with applicable laws and the principles of integrity, fair competition, anti-corruption, prevention of conflicts of interest, absence of documentary fraud, respect for human rights, prohibition of forced labor, child labor and undeclared work, health and safety, and environmental protection. CSR, ethical, environmental, quality, confidentiality, cybersecurity and documentary requirements shall be applied in proportion to the Supplier's criticality, the nature of the purchase, customer requirements and associated risks. SMAC may request

reasonable evidence of compliance: certificates, administrative and social certificates, insurance, CSR commitments, supplier charter, cybersecurity requirements, health and safety evidence, action plans or equivalent documents.

17) PUBLICITY

The Supplier may not display, publish, use as a commercial reference or communicate about an Order, a Deliverable, a drawing, a model, a specification, data or a SMAC customer without SMAC's prior written authorization.

18) DISPUTES

The Parties shall, where possible and without prejudice to any necessary protective measures, first seek an amicable and proportionate resolution of any dispute relating to the interpretation or performance of an Order. Any dispute relating to an Order shall fall within the exclusive jurisdiction of the Commercial Court of Toulon.