TELESPAZIO France
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GENERAL TERM AND CONDITIONS OF PURCHASE – TELESPAZIO France

Version of 1st June 2026

1. APPLICATION FIELD

These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") are applicable to all orders (hereinafter referred to as "Orders") of TELESPAZIO France, including the purchase of assets (hereinafter referred to as "Products": it being specified that the latter also covers hardware, software, technology, technical data and / or associated documentation) and / or the performance of services (hereinafter referred to as "Services"). The term "Supplies" refers to both "Products" and "Services". These GTC shall apply in the absence of the Supplier's General Terms and Conditions of Sale, as amended from time to time by mutual agreement, or of a contract agreed with the Supplier and insofar as the latter are in compliance with the applicable regulations. These GTC may only be modified by prior written agreement between TELESPAZIO France and the Supplier.

2. ORDER

Any purchase is subject to an Order, issued by TELESPAZIO France, signed by a duly authorized representative. Unless agreed otherwise by the Parties, no Order shall be commenced by a Supplier without due acceptance in accordance with the following provisions. Acceptance of the Order by the Supplier shall be effected by sending TELESPAZIO France an Acknowledgement of Receipt by e-mail, within seven (7) calendar days of the date indicated on the Purchase Order. By accepting the Order, the Supplier acknowledges that it has received all the information required for its execution. It's up to him to request any additional information that it deems necessary. Any modification, even of a minor nature, of the Order must be subject to the prior written agreement of TELESPAZIO France.

3. PACKAGING AND SHIPPING DOCUMENTS

The packaging must comply with the specifications set out in the Order and must comply with the standards and practices of the trade. In addition to the information required by the regulations in force, each package must visibly display the following information on the outside : the description of the Supplies, the quantity delivered or the gross or net weight, the index, date and/or batch number of the Supplies delivered, the address of the place of delivery indicated in the Order, the storage conditions, and any other information prescribed in the Order.

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4. DELIVERY, PERFORMANCE, DELAYS

Unless agreed otherwise, the delivery times are set out in the Order. Delivery and/or performance times are binding and form an essential part of the Order. The Supplier must inform TELESPAZIO France, as soon as it becomes aware of it, of any incident that could compromise the observance of these deadlines. Without prejudice to the right of TELESPAZIO France to terminate the Order and to any damages to which TELESPAZIO France may be entitled as a result, the Supplier shall automatically bear, without prior notice, for any delay in the delivery or performance of the Supply, a late payment penalty at the rate of 0.2% of the price of the late Supply for each calendar day of delay, not exceeding 15% of the price of the late Supply. The amount of this penalty may be deducted from the payments owed by TELESPAZIO France to the Supplier subject to its prior information. In the event of any delay of more than one month, except where such delay is due to a cause attributable to TELESPAZIO France or to a case of force majeure, TELESPAZIO France reserves the right to terminate the Order in accordance with the provisions of Article 14 below.

No early delivery of the Supplies shall be permitted without the prior written consent of TELESPAZIO France. The Supplier undertakes to promptly inform TELESPAZIO France of any event likely to cause a delay in delivery, and to take all necessary measures to avoid or limit such delay.

5. RECEIPT

In case of non-conformity of the Supplies with the conditions defined in the Order, TELESPAZIO France is entitled to refuse the delivery of the Products or the reception of the Services by simple letter, e-mail or fax describing the reasons of this refusal. No payment shall be due by TELESPAZIO France to the Supplier for any refused Supply(s). During a period of seven (7) days from the notification of refusal by TELESPAZIO France, the Supplier shall have the opportunity to note the non-conformities and to propose corrective measures. After this period and in the absence of corrective measures accepted by TELESPAZIO France, the Product whose delivery is refused shall be taken back by the Supplier at its own expense and risk within the following seven (7) days. TELESPAZIO France may carry out any control of the progress of the execution of the Order before the receipt of the Supplies, without however this option reducing the guarantees granted by the Supplier.

6. PRICES, INVOICING AND PAYMENT CONDITIONS

The prices of the Supplies are fixed in the Order. They are firm, fixed and non-revisable and, for Products delivered to the specified place of delivery, are free of postage and packaging and of all duties and taxes. It shall compensate the Supplier for all its costs, disbursements, charges, difficulties and/or obligations of any kind. Invoices shall be drawn up by the Supplier and must be sent to the Accounts Payable Department at the address indicated in the Order. Invoices shall contain the following information: the Order references, the Order line number, the full description, the number of items ordered and delivered, the serial number, the currency in accordance with the Order, the country of origin and the customs code, if applicable, the dates and references of the delivery note, as well as the

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detailed price of each Supply. In addition, invoices will indicate the due date for payment and the rate of late payment penalties. Payment shall be made in accordance with the terms of the order or contract. In the event of late payment, late payment penalties, calculated at a rate equal to three times the legal interest rate applicable in France, shall be paid to the Supplier. Invoices will be paid to the Supplier within thirty (30) days, due the 15th, from the date of issuance, subject to applicable mandatory deadlines. The payment period shall start to run from the date of issue of the invoice, which must be issued as soon as the sale or service is completed (the date of issue of the invoice may not be earlier than the date of delivery or completion of the Supply, in accordance with the specifications in the Order). In the event of non-compliance with the requirements of the Order, TELESPAZIO France shall be entitled to refuse an invoice. In such a case, the invoice may be returned to the Supplier with an indication of the non-conformities. In this case, the Supplier shall issue a new invoice; the payment period shall start to run from the date of issue of this new invoice.

7. GUARANTEE

The Supplier guarantees that the Supply complies with the specifications and conditions of the Order. Acceptance of the Order by the Supplier shall imply a contractual guarantee applicable to any Supply which is defective in whole or in part. The duration of the contractual guarantee is eighteen (18) months from the date of delivery. The contractual guarantee shall consist, at TELESPAZIO France's discretion, of the replacement or free repair of the Supply (parts and labour). The Supplier shall bear all the corresponding costs as well as the transport costs (return journey). The Supplier undertakes to carry out the replacement or repair within seven (7) days of the declaration of the defect. If the Supplier doesn't comply with its obligations in this respect, TELESPAZIO France reserves the right to carry out these obligations or to have them carried out by a third party at the expense and risk of the Supplier. The aforementioned warranties shall again apply to any repaired or replaced Supply for a period of twelve (12) months. The Supplier shall remain liable for any damage suffered by TELESPAZIO France and/or its customers in connection with the defective Supply.

8. INTELLECTUAL PROPERTY RIGHT

The results of the execution of the Services of all types, including studies, arising from the execution of the Order and whether or not they are protected by intellectual property rights shall, as and when the Services are executed, be the exclusive property of TELESPAZIO France, to whom the Supplier undertakes to deliver them. The price mentioned in the Order includes the price of the transfer of the aforementioned rights. In this respect, if the results include copyrights, the Supplier shall transfer to TELESPAZIO France exclusively and definitively, for the legal duration of the copyrights and for the whole world, all of the copyrights attached to the said results. These rights include the rights of reproduction, representation, modification, adaptation, translation and marketing in all forms, in whole or in part, by all means and on all known or future media. The Supplier assigns to TELESPAZIO France any right to file patents on the inventions that it may generate within the framework of the performance of the Services. To this end, the Supplier undertakes to give TELESPAZIO France all the

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powers necessary for the filing, both in France and abroad, of any industrial property title whatsoever, relating to the Services, that TELESPAZIO France may wish to file. The Supplier undertakes not to oppose its intellectual property rights to TELESPAZIO France, insofar as they are necessary for the exploitation of the Supplies, subject of the Order. The Supplier shall not use intellectual property rights belonging to a third party in the performance of the subject matter of the Order without the prior consent of that third party. Any fees or royalties that may be due for such use shall be borne exclusively by the Supplier. The Supplier fully guarantees TELESPAZIO France against any claim made against TELESPAZIO France in any place whatsoever by a third party/parties, relating to an infringement of intellectual property rights resulting from the Supplies which are the subject of the Order and/or their exploitation/use. TELESPAZIO France shall immediately notify the Supplier of any such claims. In the event of a contentious claim, whether founded or not, the Supplier undertakes, by virtue of the aforementioned guarantee, to either collaborate with and actively assist TELESPAZIO France in the course of the proceedings, or to intervene voluntarily without delay in the proceedings and to take charge of the management of the proceedings. In the event of an extra-litigious claim, founded or not, the Supplier undertakes to take the necessary measures to settle the dispute with a third party, keeping TELESPAZIO France informed. In the event that TELESPAZIO France is obliged to cease using all or part of the Supply, and without prejudice to the right of TELESPAZIO France to terminate the Order, the Supplier undertakes to immediately implement one of the following solutions, in all cases at its sole expense: Either provide TELESPAZIO France with the right to freely use the Supply, or replace or modify it so that the rights of use can no longer be contested, it being specified that the Supplier undertakes, at its sole expense, to ensure the recovery of any stocks of infringing Supply(s) already delivered. In all cases, the aforementioned modifications and/or replacements shall comply in all respects with the contractual documents of the Order. In the context of the above claims, all sums/expenses that TELESPAZIO France would have to bear for any reason whatsoever, in particular by way of costs, fees, damages and interest, shall be fully reimbursed by the Supplier to TELESPAZIO France at its first request and without delay.

9. CONFIDENTIALITY / PUBLICITY

During the performance of the Order, and for a period of 5 years after its expiration or termination, the Supplier shall not disclose to any person other than those necessary for the performance of the Order, any documents, specifications, drawings and other written and/or oral information, in any form and/or medium whatsoever, obtained in the performance of the Order.

The Supplier undertakes to take all necessary measures with its employees and towards the persons and/or companies with which the Supplier is in contact, or involved with, to ensure that the above provision is strictly observed. Under no circumstances and in no form whatsoever can the terms of this Order and its existence entitle to direct or indirect publicity without the prior written consent of TELESPAZIO France.

10. TRANSFERT OF RISKS AND OWNERSHIP

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The transfer of risks and title of the products takes place upon delivery.

11. FORCE MAJEURE

The Supplier shall inform TELESPAZIO France, in writing, with proof, of any force majeure event that prevents the execution of the Order within five (5) working days from the occurrence of the force majeure event, specifying its foreseeable duration. The following in particular shall not be considered as force majeure: any social disturbance (other than a general strike) or an increase in raw material prices. In the event that all or part of the Supply is delayed due to force majeure for a period of more than thirty (30) days, TELESPAZIO FRANCE shall be entitled to automatically terminate the Order by sending a registered letter with acknowledgement of receipt.

12. LIABILITY

The Supplier shall be liable for all physical injury, material and intangible damage caused to TELESPAZIO France by the latter, its agents or employees, its subcontractors, suppliers and service providers.

13. INSURANCE

Without limiting in any way the Supplier's liability hereunder, the Supplier shall take out and/or maintain with well-known insurers, insurance policies with appropriate guarantees and capital, with regard to the risks incurred and for the entire duration of said risks. The Supplier shall guarantee, without limitation, the damage suffered by its assets, its staff as well as any damage caused to TELESPAZIO France and to third parties for whom it would be liable under the terms of the present CGA (Civil Liability before delivery, Civil Liability after delivery, Professional Civil Liability, etc.). The Supplier shall produce, before the Order comes into force and at each annual due date, all insurance certificates issued and signed by its insurers for all insurance policies taken out and certifying the existence, validity and adequacy of the guarantees for the risks incurred. The Supplier shall inform TELESPAZIO FRANCE of any change likely to alter the scope of the insurance cover for the Order and any amendments thereto. The Supplier undertakes to comply with all of its obligations towards the insurer in order to secure the maintenance and application of its coverage. In particular, the Supplier shall declare to its insurers the exact and complete nature of its activities and shall pay its insurance premiums.

14. TERMINATION

TELESPAZIO France may, without prejudice to any damages to which it may claim, terminate all or part of any Order by registered letter with acknowledgement of receipt, in the event of partial or total non-performance by the Supplier of any of its obligations under the said Order, after formal notice served by registered letter with acknowledgement of receipt which has remained unsuccessful at the end of a period of thirty (30) days from its receipt, which may be extended by mutual agreement. In the event of termination of the Order, the Supplier undertakes, at the request of TELESPAZIO France, to transfer to TELESPAZIO France the outstanding stock of raw materials and/or finished or semi-finished Products and/or the safety stock, which is used for the performance of the Order and which it owns at the date of termination and/or current study. In the event of termination of the contract by TELESPAZIO France's customer, TELESPAZIO France may terminate the Order in whole or in part, at any time, by

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informing the Supplier of its decision by registered letter with acknowledgement of receipt, giving one (1) month's notice.

15. EXPORT CONTROL

The Supplier undertakes not to breach the applicable export control regulations and to ensure that all export control classification information relating to the Supplies it delivers is complete and accurate. In this respect, prior to the entry into force of each Order, the Supplier shall notify TELESPAZIO France, using the "Commodity Export Classification Certificate" form, whether or not all or part of the Supplies are subject to any export control regulations whatsoever. The Supplier undertakes to make its best efforts to obtain, before each delivery, all the necessary authorisations for the export or re-export of the Supplies within the delivery deadlines set. TELESPAZIO France reserves the right to terminate all or part of the Order without any right to compensation in the event of the Supplier's failure.

The Supplier undertakes to inform TELESPAZIO France, as soon as the information is available, of all the conditions and limitations of authorisations which could have an impact on TELESPAZIO France's right to use, retransfer or export the Supplies and shall ensure that such information appears clearly on the delivery documents. In the event of a change in the authorisation or classification application regime after the Order comes into force and affecting the use, retransfer or exportability of the Supplies, the Supplier undertakes to notify TELESPAZIO France immediately, as soon as the information is available, of all the information necessary to assess the new use and the re-export restrictions. TELESPAZIO France reserves the right to terminate all or part of the Order without compensation if the change affects the use, retransfer or exportability of the Supplies in a more restrictive manner. In the event that the license is withdrawn, not renewed or invalidated due to the Supplier or in the event of a change in regulations occurring before the Order was placed or which could be reasonably foreseen by the Supplier, TELESPAZIO France may terminate the Order for fault in accordance with the provisions of Article 14. In the specific case of development operations subcontracted by TELESPAZIO France, the Supplier shall refrain from introducing into its development Supplies with retransfer constraints without the prior written authorization of TELESPAZIO France. In the specific case of manufacturing operations subcontracted by TELESPAZIO France, the Supplier undertakes to comply with all of the obligations of this Article and to pass on all of these obligations to its own subcontractors and Suppliers and in particular : The Supplier shall refrain from transmitting outside France without the prior written authorisation of TELESPAZIO France any information relating to a military application; The Supplier shall indemnify and hold TELESPAZIO France and its customers harmless from any liability and any damaging consequences resulting from the Supplier's failure to comply with any of the obligations described in this Article.

16. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

The Supply shall comply with the European and national regulations and standards in force relating to health, safety and the environment, in particular (not exhaustively) with regard to dangerous substances and preparations (REACH, RoHs, asbestos, etc.), waste (packaging, WEEE, etc.), noise, electrical protection, electromagnetic/ionising/optical radiation, vibrations, as well as any other nuisances. The same shall apply to the performance of the Supplier's activities. The Supplier

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undertakes to inform TELESPAZIO France of any non-compliance with the regulations as mentioned above and shall indemnify TELESPAZIO France for any consequences resulting from the Supplier's failure to comply with the obligation described in this article. The Supplier undertakes to pass on to its own suppliers and subcontractors the same obligations as those described above.

17. ENVIRONMENTAL RESPONSIBILITY

The Supplier undertakes to comply with the applicable legal and regulatory provisions in force, and upon the purchaser's request to communicate the information relating to the environmental impact of the company's activity, depending on its activity. As TELESPAZIO France is committed to an environmental management system through ISO 14001 certification, the Supplier, as part of a continuous improvement approach, may be required to collaborate at its own expense and in a reasonable manner in achieving the environmental performance of TELESPAZIO France

18. COMPLIANCE WITH THE ETHICAL CODE AND RESPECT OF LABOUR LAW

Upon acceptance of the transaction by the Supplier, the latter undertakes unreservedly to comply with the clauses of TELESPAZIO France code of ethics, the link to which is mentioned on the TELESPAZIO France purchase order. The Supplier shall be entirely responsible for the direction, training, management and remuneration of all the staff under its responsibility and which will be required to call upon for the execution of the Order. However, the Supplier's staff must, when working on the premises of TELESPAZIO France, comply with the internal regulations (with the exception of the provisions applicable to the nature and scale of penalties), the safety and control rules in force within the concerned TELESPAZIO France establishment. The Supplier undertakes in particular to provide its own staff with a safe and healthy working environment, taking into account in particular the legal and regulatory standards in force with regard to health and safety and non-discrimination. The Supplier undertakes to pass on to its own suppliers and subcontractors the same obligations as those described above. The Supplier shall be held fully liable for all the consequences of non-compliance with these provisions and shall bear all the compensation costs and other costs that TELESPAZIO France would have to bear in this respect, if applicable.

19. PROTECTION OF PERSONAL DATA

Throughout the performance of the Order, the Supplier undertakes to comply with the applicable regulation regarding personal data protection, in particular the General Data Protection Regulation (European Regulation n° 2016/679) for all personal data transmitted by TELESPAZIO France.

The Supplier undertakes in particular to:

a. ensure the adequate level of protection of the personal data disclosed in order to avoid any damage and unlawful or unauthorized treatment of such data;
b. ensure that its own staff and any of its subcontractors who may have knowledge of the personal data communicated are themselves bound by a non-disclosure agreement in which they undertake to comply with the regulation on the personal data protection in terms at least equivalent to those of this Article;
c. assist TELESPAZIO France in asserting the rights of concerned people;

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d. immediately inform TELESPAZIO France in the event of a breach in the data protection system that may affect the protection of the personal data disclosed under this Agreement;
e. not disclose such personal data to third parties, including affiliates, without the prior consent of TELESPAZIO France;
f. refrain from transferring such personal data outside the European Economic Area or the European Union without the prior consent of the other Party;
g. subject to the lawfully imposed retention periods, delete or return such personal data upon request of TELESPAZIO France;
h. subject to the lawfully imposed retention periods, delete such data as soon as it is no longer necessary for the Order.

20. ASSIGNMENT - SUBCONTRACTING

The Supplier shall not assign, transfer or subcontract to third parties all or part of the rights and obligations arising from the Order without the prior written consent of TELESPAZIO France, except for the assignment of professional receivables.

21. JURISDICTION - APPLICABLE LAW

The Order shall be governed by French law. Any dispute, controversy or claim arising out of or in connection with an Order shall be subject to the principle of prior conciliation to which the Parties mutually agree and if such conciliation fails within a period not exceeding two months (unless extended by mutual agreement of the Parties) from the date of the dispute, controversy or claim, shall be brought before the competent court.

22. COMPLIANCE

The Supplier shall perform any and all of its obligations hereunder in strict compliance with all applicable trade control laws and regulations, as well as all applicable sanction regimes issued by European Union, United Nations, United States and United Kingdom (including but not limited to, those levied against Russia, Russian entities and/or individuals). The Supplier hereby represents and warrants that the Supplies do not, and will not, in any way include or rely on Products and Services originating directly or indirectly from Russia, and/or Belarus and/or territories controlled by Russia, such as Crimea and Sevastopol.

The Supplier represents that neither the Supplier nor its affiliates are currently, nor will they be, targeted by any economic sanctions or trade embargoes imposed by relevant authorities, nor are they owned or controlled by sanctioned entities. Additionally, the Supplier declares not being located, organized or resident in a country or territory that is the target of territory-wide sanctions.

Failure, partial or total, by the Supplier to comply with such provision shall constitute a material breach and shall entitle Telespazio France to terminate the Order for default, without prejudice to any other right and remedies that Telespazio France may have under GTC or at law. The Supplier shall indemnify and hold Telespazio France harmless from and against any and all actions or claims brought by any third party in connection with any non-compliance whatsoever with the provisions of this Article.

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23. MISCELLANEOUS

Duty to advise: The Supplier shall provide TELESPAZIO France with all information and guidance required in order to use the ordered Supply. It shall verify whether the specifications are sufficient and relevant to it, and inform TELESPAZIO France of any non-conformity of the specifications with the regulations in force. Severability: If any provision of the Order is for any reason invalid or unenforceable, the remaining provisions shall not be affected by such invalid or unenforceable provision. The parties agree to renegotiate such invalid or unenforceable provision so as to restore a provision as close as possible to the original intent of the parties and in accordance with applicable law. Waiver: The failure of either party to enforce any provision of the Order at any time or to require enforcement by the other party shall not be deemed a waiver of such provision, or any other provision, nor shall it affect the validity of the Order or the right of either party to subsequently enforce such provision or the Order itself.