

## ANTALIS GENERAL CONDITIONS OF PURCHASE

March 2024

### Article 1: Scope of Application and Priority

These General Conditions of Purchase (hereinafter referred to as “GCP”), together with the relevant ANTALIS purchase order, shall set forth the binding terms for supplies, equipment, facilities and services (hereinafter the “Goods”) ordered by ANTALIS (hereinafter referred to as “ANTALIS”), whose contact details appear on the purchase order form.

ANTALIS shall not be bound by the Supplier’s general terms and conditions of sale, nor by any additional or different conditions or provisions contained in any proposal, quotation, price list, acknowledgement, invoice, delivery documentation or the like by the Supplier, nor by any course of performance, course of dealing or usage of trade, except if ANTALIS expressly agrees in writing.

Unless a specific agreement has been entered into between ANTALIS and the Supplier, in writing and signed by the respective legal representatives of Antalis and the Supplier, expressly derogating from these GCP, these GCP shall be deemed exclusively applicable.

### Article 2: Acceptance of Purchase Order

The Supplier shall confirm the acceptance of the purchase order to ANTALIS within one (1) working day from the date of receipt of the order (unless another lead time is expressly agreed). Furthermore, if the Supplier does not refuse an order in writing within the aforementioned time limit and starts to perform the order, the order shall be deemed to have been accepted based on these General Conditions of Purchase (the “Agreement”); the performance of an order shall constitute proof of its acceptance based on the Agreement.

### Article 3: Compliance with the law

The Supplier shall always comply with all laws, regulations and ordinances applicable to this Agreement, including but not limited to all labour and environmental laws. The Goods must be delivered with the relevant guidelines and instructions for use, storage and maintenance under safe and optimal conditions, as well as the documents required by the standards, laws and regulations of the country of delivery. Failing this upon delivery, ANTALIS reserves the right to refuse the Goods.

### Article 4: Delivery, Reception Time

Time is of the essence, and all dates referred to in this Agreement are fixed. If the Supplier anticipates difficulty complying with a delivery date or any other obligations under this Agreement, the Supplier shall immediately notify ANTALIS thereof in writing.

### Article 5: Delivery of Goods

#### 5.1: Conditions and Content of Deliveries

The Supplier shall abide by the access and unloading conditions at the delivery site. Without express stipulation, the Goods shall be delivered DDP (Incoterms® 2010) accompanied by a delivery note stating the Antalis Purchase Order Number, the Goods reference and quantity. Failing this, only the weight and quantity recorded by ANTALIS shall be considered for the payment of invoices.

---

#### Antalis

S.A.S. au capital de 1 15 500 058 Euros  
– 410 336 069 RCS Nanterre

8, rue de Seine  
92100 Boulogne-Billancourt  
FRANCE

Tel +33 (0)1 58 04 21 00

## 5.2: Packaging and Transport

The Supplier shall pack, mark, and ship the Goods in accordance with safe and good commercial practice and ANTALIS' specifications in such a manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage. All Goods shall be clearly marked as being destined for ANTALIS. The Supplier shall be liable for any loss or damage resulting from its failure to do so. ANTALIS shall not be required to assert any claims for such loss or damage against the common carrier involved.

## 5.3: Delivery Times

The date and time for delivery of the Goods to the final destination are binding and may only be modified with ANTALIS' express written consent. The Supplier shall make no partial delivery, nor delivery prior or posterior to the agreed delivery date and time unless ANTALIS has agreed otherwise in writing. If an advance delivery is accepted, only the contractual delivery date shall be considered to calculate the due date for invoice payment. However, ANTALIS reserves the right to refuse any untimely delivery of Goods and return the same at the Supplier's risk and expense.

## 5.4: Consequences of Late Delivery

In the event of late delivery, ANTALIS may (i) request express delivery at the Supplier's expense; (ii) apply a penalty for delay of 1% of the price of the Goods concerned, inclusive of tax, for each week of delay and subject to a maximum of 5% (unless other figures are expressly agreed upon); (iii) offset these penalties against the amounts payable to the Supplier providing the Supplier does not raise an objection within 4 days of receipt of this notification by ANTALIS; and (iv) terminate or cancel ipso jure, in whole or in part, by written notice, any order that is not delivered on time, without prejudice to any other rights and remedies.

## 5.5: Acknowledgment of Receipt of Goods

A delivery shall be deemed completed when its receipt has been acknowledged in writing by ANTALIS. The acknowledgement of receipt of consumables or finished Goods shall be evidenced by the signature of the delivery note by ANTALIS, without any reservations; the acknowledgement of receipt of services shall be evidenced by the actual, definitive performance of the services in full for ANTALIS, without any reservations. Neither shall constitute an acceptance of the Goods in the sense of being free of defects and in conformity. The acknowledgement of receipt of equipment or facilities requiring installation, setting up, and/or putting into service shall be evidenced by ANTALIS' signature of a handover protocol without reservations.

## Article 6: Prices and Payment

### 6.1: Price

All prices shall be fixed for properly packed and delivered Goods and/or for installation of equipment/facilities, including setting up and putting into service, transported to and unloaded at the place indicated by ANTALIS. The Goods shall be transported at the Supplier's risk and expense. The fixed prices include insurance, customs formalities, duties and taxes.

### 6.2: Payment

Invoices must be sent to ANTALIS' Accounting Department for each order, indicating at least the purchase order number, the quantity of goods, and the date and number of the delivery note. Subject to the acceptance of the Goods by ANTALIS and the invoice in proper form, full payment shall be made by wire, EDI transactions, or any means agreed upon in writing by ANTALIS in compliance with the payment term stipulated in the purchase order. If the Supplier fails to fulfil any obligations under this Agreement, ANTALIS shall be entitled to suspend payment. ANTALIS may at all times have the right to set off and deduct from any amounts owed by ANTALIS to the Supplier any amount owed by the Supplier to ANTALIS, irrespective of the nature of such claim. The Supplier acknowledges and agrees that any debt owed by ANTALIS to the Supplier may be paid on ANTALIS' behalf by any other legal entity belonging to the Antalis Group and/or by a third party designated by ANTALIS, such payment discharging ANTALIS from such debt.

### 6.3: Title

Ownership of the Goods shall pass to ANTALIS upon delivery, except for Goods not delivered on time (Article 5.3), even if part of the price is not yet payable or is outstanding. If advance payments are made for such Goods before delivery, the ownership of the Goods shall pass upon payment.

### Article 7: Acceptance and Transfer of Risk

Acceptance and transfer of risk of the Goods shall take place at the premises of ANTALIS after due inspection, irrespective of the terms of payment and delivery.

### Article 8: Quality

#### 8.1: Free of Defects and Conformity

The Supplier certifies that the Goods are free of defects and comply with the requirements of this Agreement. Inspection or payment for the Goods by ANTALIS shall not constitute acceptance or release the Supplier from any of its obligations, representations or warranties under this Agreement. ANTALIS reserves the right to inspect the Goods at the Supplier's premises during the execution of the order. If an inspection or test by ANTALIS is carried out at the Supplier's premises, the Supplier shall provide lawful and reasonable facilities and assistance for the safety and convenience of ANTALIS' inspection personnel. The Supplier undertakes to inform ANTALIS immediately of any suspected non-conformity of the Goods delivered to ANTALIS.

#### 8.2: ISO Certifications

If the Supplier holds ISO certifications, these conditions shall constitute a confirmation by the Supplier of the implementation of all the obligations resulting therefrom, thus reducing the quality control checks required upon delivery to the premises of ANTALIS. Furthermore, the Supplier must inform ANTALIS immediately of any significant event related to these ISO certifications (e.g. renewal, cancellation).

#### 8.3: Changes to Goods

The Supplier shall not make any changes to the Goods, the manufacturing process, the place of manufacture, or the raw material without the prior written consent of ANTALIS. In case of an agreed change, the Supplier shall bear all costs incurred for the change to the Goods, the manufacturing process, the place of manufacture, or the raw material. In the event of discontinuation of the Goods, the Supplier shall repurchase the Goods in ANTALIS' stock at the purchase price.

#### 8.4: Performance, Good Faith

Any design, manufacture, installation, delivery or other obligation to be performed by or on behalf of the Supplier under this Agreement shall be executed with due skill and care and in good faith. The Supplier shall be fully liable for such performance.

### Article 9: Warranty

In addition to all statutory warranties, the contractual warranties shall run for 24 months from the date ANTALIS acknowledges receipt of the Goods (Art. 5.5).

#### 9.1: Goods

The Supplier represents and warrants to ANTALIS that the Goods: (i) are suitable for their intended purpose and are new, merchantable, of good quality and free from all defects in design, materials, construction and workmanship; (ii) comply with the specifications and any other requirements under this Agreement; (iii) are free from all liens and encumbrances; (iv) are provided with and accompanied by all information/instructions necessary for their proper and safe use; (v) is accompanied by all required licenses for their intended use, including the right to transfer and to grant sublicenses; (vi) do not infringe or violate any domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights of any third party; and (vii) are manufactured, stored and transported in accordance with all laws and regulations applicable in the country of manufacture, storage and transit, in particular those relating to health, safety, the environment and labour law.

## 9.2: Remedies

If any Goods are defective or do not conform to the requirements of this Agreement, ANTALIS shall notify within a reasonable time the Supplier thereof and, without prejudice to any other right or remedy under this Agreement or applicable law, ANTALIS may, at its sole discretion and at the Supplier's cost and risk: (i) claim a full refund of the price paid under this Agreement and return the Goods concerned, or (ii) require the Supplier to promptly remedy the defect or non-conformity or replace the non-conforming Goods with Goods meeting the specifications. Rejected Goods shall be deemed undelivered. The Supplier shall collect the Goods within 15 days of the notice of non-conformity or defect. A weekly storage charge may apply for Goods not collected after 15 days.

Acceptance of, or payment for, all or part of the Goods under this Agreement shall not be deemed to be a waiver of ANTALIS' right to cancel, return or reject all or part of the Goods on the grounds of non-conformity or latent or patent defects or other breach of warranty or to claim for damages, including manufacturing costs and loss of profits or other special damages suffered by ANTALIS.

## Article 10: Liability

The Supplier shall be liable for all damage caused to ANTALIS directly or indirectly due to a breach of its obligations, including but not limited to delay in delivery, consequences of non-conformity, and breach of warranty. The Supplier shall indemnify and hold ANTALIS, its agents and employees harmless from and against any and all third-party actions, legal or administrative, claims for damages, judgements, liabilities, interest, attorneys fees, costs and expenses of whatever nature (including but not limited to special, indirect, incidental and consequential damages) whether arising before or after the completion of delivery of the Goods under this Agreement, in any manner caused or alleged to be caused by the acts, omissions, faults, breaches of express or implied warranties, duties under this Agreement, or negligence of the Supplier (or of anyone acting under its direction or control or on its behalf). ANTALIS shall not be liable to the Supplier for any lost revenue, lost profits or other incidental or consequential damages, even if ANTALIS has been advised of the possibility of such damages. In no event shall ANTALIS be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under this Agreement, less any amounts already paid to the Supplier by ANTALIS.

## Article 11: Suspension and Termination

Without prejudice to any other right or remedy available to ANTALIS under this Agreement or at law, ANTALIS shall be entitled, at its discretion, to suspend or terminate ipso jure and with immediate effect its obligations under this Agreement, in whole or in part, by means of a written notice in the event that: (i) the Supplier breaches any of its obligations under this Agreement; and/or (ii) the Supplier becomes subject of bankruptcy, insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceedings within filing or petition proceedings. ANTALIS shall not be liable to the Supplier by such termination. In the event of termination, any obligation entered into before termination shall be performed under the terms and conditions of this Agreement.

## Article 12: Intellectual Property and Confidentiality

The Supplier shall treat all information provided by ANTALIS or on behalf of ANTALIS or exchanged under this Agreement as confidential, including but not limited to prices, specifications, plans, drawings, formulae, documents, tools, moulds provided or created to manufacture the Goods ordered by ANTALIS (the "Information"). All such Information shall be used by the Supplier only for the purposes of this Agreement and with at least reasonable care to protect such Information.

All such Information shall remain the full and exclusive property of ANTALIS, and the Supplier shall return it to ANTALIS without delay upon request of ANTALIS without retaining any copy thereof. The Supplier undertakes to assign all intellectual property rights that may arise from the execution of the order and acknowledges that the price paid for the Goods includes consideration for the transfer of intellectual property rights.



### **Article 13: Insurance**

The Supplier represents and warrants that it shall take out and maintain, with a financially sound insurer, all necessary and appropriate insurance policies to cover its public liability, product liability and professional liability, as well as all risks inherent to the performance of the Agreement, notably, any damage caused to ANTALIS or to any third party as a result of any non-conformity in the delivery, defect of the Goods or related services, and/or any act or omission of its representatives and employees, in accordance with the obligations stipulated in the Agreement. The Supplier represents and warrants that these insurance policies include adequate cover for bodily injury, material damage, consequential damage, and pure financial loss. The Supplier shall provide ANTALIS with all relevant insurance certificates upon request.

The Supplier warrants that it will ensure the same for its subcontractors and own suppliers.

### **Article 14: Data Protection**

#### **14.1: General Commitment**

The Supplier represents and warrants that it uses a recognised, reliable and regularly updated technology to ensure relevant protection of data and information systems in the performance of the Agreement. This representation and warranty are fundamental to ANTALIS's consent to entrust the Supplier with the Agreement, as any failure thereof would have serious and harmful consequences for ANTALIS and its Group.

The Supplier shall implement all technical and organisational measures required to protect ANTALIS' data and systems against accidental or illicit destruction, loss, distortion and unauthorised access.

The Supplier takes all necessary measures to avoid the risk of spreading viruses in ANTALIS' information systems (and the same for Antalis Group). A virus means any programme, worm, Trojan horse, logical bomb, etc., affecting or likely to affect all or part of any information and/or computer system.

The Supplier shall ensure that its employees with access to ANTALIS' data are duly trained and bound by an obligation of confidentiality and security. The Supplier undertakes to restore said ANTALIS' data in the event of a loss or deterioration.

Upon written request of ANTALIS and at any time, the Supplier covenants to return to ANTALIS all ANTALIS' data (including ANTALIS' client details), all reports or documents of any kind that contain or refer to such ANTALIS' data, as well as any copies or reproductions of such documents and to destroy any trace of such information that still exists, regardless of the medium.

#### **14.2: Personal Data**

The Supplier shall comply with all applicable laws and regulations governing personal data protection, in particular, Regulation (EU) No. 2016/679 of 27 April 2016 and all related applicable laws and regulations on the protection of individual privacy rights with regard to the processing of personal data.

The Supplier shall be solely responsible for its processing and shall hold harmless ANTALIS if such processing breaches the aforementioned law.

Neither Party shall process personal data on behalf of the other Party under this Agreement, unless otherwise expressly agreed between the Parties under a Data Processing Agreement entered into in compliance with the Regulation (EU) No. 2016/679 of 27 April 2016 and related applicable laws and regulations.

#### **14.3: Data Protection Audit**

Upon request of ANTALIS, the Supplier shall provide ANTALIS with relevant information on its data security processing, facilities, procedures, and personnel used in that respect. ANTALIS shall, in particular, be entitled, in consultation with the Supplier and subject to a reasonable notice period, to audit and inspect, or have it done by a third-party auditor, the Supplier's premises and records during

normal business hours and without interrupting the Supplier's business, to verify the Supplier's compliance with this clause.

**Article 15: Independent Contractors**

The Supplier shall perform this Agreement as an independent contractor, and nothing contained in this Agreement is intended to create a partnership, joint venture or employment relationship between the parties. The Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under this Agreement without the prior written consent of ANTALIS.

**Article 16: Intuitu persona**

The Agreement is concluded intuitu personae. Consequently, without ANTALIS' prior written consent, the Supplier may not assign, contribute or transfer, in any form whatsoever, all or part of the Agreement, in particular and without limitation, by way of merger, demerger, partial contribution of assets, management lease.

ANTALIS may freely transfer all or part of the Agreement, in any form whatsoever, to any company or firm directly or indirectly holding part of its capital, or to any subsidiary or company in which ANTALIS directly or indirectly holds a stake, or to any banking or financial institution with which ANTALIS has financed part of its business.

The Supplier shall ensure that its employees, personnel, agents, servants, consultants and subcontractors (if any) comply with the Agreement and shall be solely liable for any breach thereof. The Supplier shall not subcontract the performance of the Agreement, in whole or in part, without the prior written consent of ANTALIS.

**Article 17: Miscellaneous**

If any term of these Conditions is held to be void, unlawful or unenforceable, the remaining terms shall remain valid, and the affected term(s) shall be validly substituted in such a manner as to achieve its (their) original purpose(s).

Neither the failure nor the delay of ANTALIS to enforce any provision of this Agreement shall constitute a waiver of its rights mentioned therein. No waiver, consent or modification shall be binding upon the parties unless made in writing and signed by both parties.

The rights and remedies reserved to ANTALIS are cumulative and in addition to any other or future rights and remedies available under this Agreement, at law or in equity.

**Article 18: Law Applicable and Competent Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws in force in the country of incorporation of ANTALIS or by Swiss law if the Supplier is located outside this country, to the exclusion of the rules of conflict of laws.

Failing amicable settlement between the Parties, all disputes arising out of or in connection with this Agreement shall be submitted to the following:

- If the Parties are domiciled in the same country, the Supplier agrees (a) to submit any dispute to the exclusive jurisdiction of the courts of the country in which the registered office of ANTALIS is located and (b) that ANTALIS may elect to take action or proceedings in any other court located in the country where (i) the Supplier's registered office is incorporated or where (ii) Antalis suffers any damage.
- If the Parties are domiciled in different countries, the Supplier agrees (a) to submit to the exclusive jurisdiction of the Commercial Courts of the Canton of Geneva, but (b) that Antalis may elect to take action or proceedings before either the Commercial Courts of the Canton of Geneva or in any other country where (i) the Supplier's registered office is incorporated or where (ii) Antalis suffers any damage.

In any case, the Supplier waives all defences of lack of personal jurisdiction, forum non-convenience, and any right to apply to any court(s) other than the one designated in (a).

**Article 19: Ethics Compliance and ESG Performance – Fight Against Corruption.**

ANTALIS adheres to the principles and values of the Antalis Code of Conduct (available at <https://www.antalis.com>). The Supplier undertakes to comply with these principles and values in its activities either through this Code and related procedures or through the ones of its own equivalent force.

The Supplier declares that it shall apply and monitor adequate rules and procedures to prevent and detect corruption within its organisation, whether committed by its officers, employees, agents, contractors or any other third party acting on its behalf. The Supplier shall work closely with ANTALIS to implement this business ethic and related ESG Programs, such commitment being essential.

The Supplier acknowledges and agrees that any supplier currently under contract or willing to do business with ANTALIS shall comply with the Antalis Group's Supplier due diligence policy and provide ANTALIS, upon request and regularly, with all ESG-related information and documents, at corporate, site and product level, through dedicated online platforms or questionnaires. The Supplier undertakes and warrants complying with the Antalis Group's Supplier due diligence policy and providing all requested information in that respect.

Subject to reasonable courtesy, the Supplier accepts to be audited and to respond to any assessment request to check its compliance with its obligations under this article.

This essential clause determines ANTALIS's intention to enter into and remain in any agreement with the Supplier. In case of any breach, ANTALIS shall be entitled to terminate any agreement for cause in accordance with Article 11 above.