Armada de COLOMBIA

Bogota,
COLOMBIA

Exail Defense Systems Commercial Offer

QU_2510_77011

Dated February 4, 2026



1. Contact Information

Exail Defense Systems Contact:

Carlos LOPES
Sales Director AMERICAS
Phone +1 781 496 6019
carlos.lopes@exail.com

Customer Contact:

TF FLOREZ RUBIO RAY DANIEL.

Jefe Sección DARET1-BNL01.
Departamento de Armas y Electrónica No.1.
TEL: 3122808396.

Project goals and history

Pursuant to ARMADA's request dated January 20th, 2026, regarding the modernization of the navigation systems on the ALMIRANTE Padilla, EXAIL is pleased to submit a quotation for the replacement of the SIGMA 40 with the latest FOG technology.

Please note that the MARINS M5 system has been selected for the PES frigates.

- Quantity of vessel: 1
- Shipyard: TBD
- End User: Armada de Colombia
- Program name : Modernization Frigates Almirante Padilla

EXAIL is offering:

- MARINS M5 / M3 o Phins
- Assist in STW, HAT & SAT
- Warranty 12 months

Applicable documents

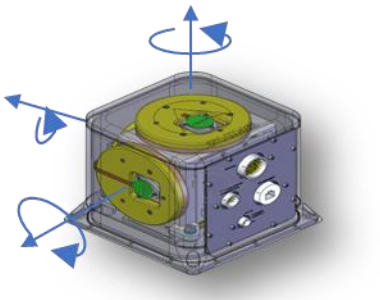
Technical description of MARINS Series and PHINS

1. EXAIL NAVAL SOLUTIONS

Capability Statement:
Exail Defense Systems (formerly iXblue Defense Systems) is a leading global high-tech industrial group specializing in cutting-edge maritime, navigation, robotics, aerospace and photonics technologies. It stands as a global leader in the design and manufacturing of innovative solutions for navigation, positioning, and imaging markets. With a foundation built on 30 years of expertise, Exail is widely acknowledged in the industry for its pioneering contributions to the development of fiber-optic gyroscope (FOG) technology, transforming inertial systems in the realms of space, naval, and land applications. The company not only manufactures the hardware but also crafts all algorithms and application software for its products. By mastering all crucial components, Exail ensures a steadfast commitment to its customers for the long term, offering competitive prices and delivering cutting-edge products.

FOG Technology

Exail is recognized throughout the industry for its pioneering work on the development of fiber-optic gyroscope (FOG) technology which has revolutionized the space, naval and land inertial systems in the last decades, providing unequalled performance and cost of ownership benefits.



Exail produces all the algorithms and application software for its products. Mastering all critical components (special fiber, accelerometers, algorithms) Exail can commit to its customers on the long term, with competitive prices and cutting-edge products.



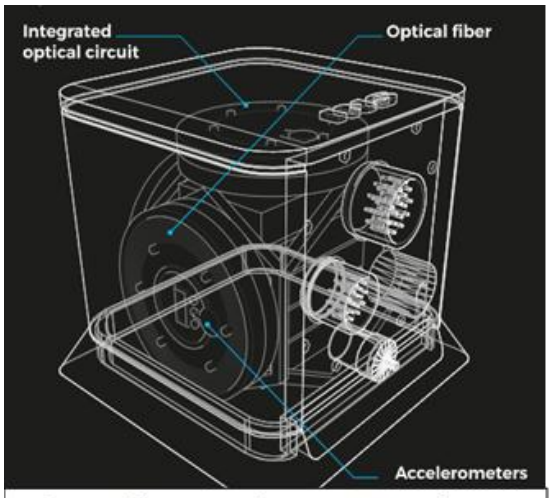
Exail has continued research and development in FOG technology for more than 40 years. With its performance deemed genuinely unlimited FOG technology is today considered to be the best gyroscope technology for high performance.

Based on the Sagnac effect, FOGs are passive systems that use the propagation of light in a fiber optic coil to calculate motions. Objects being free to rotate in three dimensions, Exail's fiber optic based inertial navigation systems contain three gyroscopes, measuring rotations on those three different axes.

The performance of a fiber optic gyroscope can be tailored by altering the length and diameter of its coil, making it adaptable to a wide range of performance needs. Performance can be further increased by pushing back the technological limits of the optical components that are used within the gyroscope.

Resilience in extreme conditions

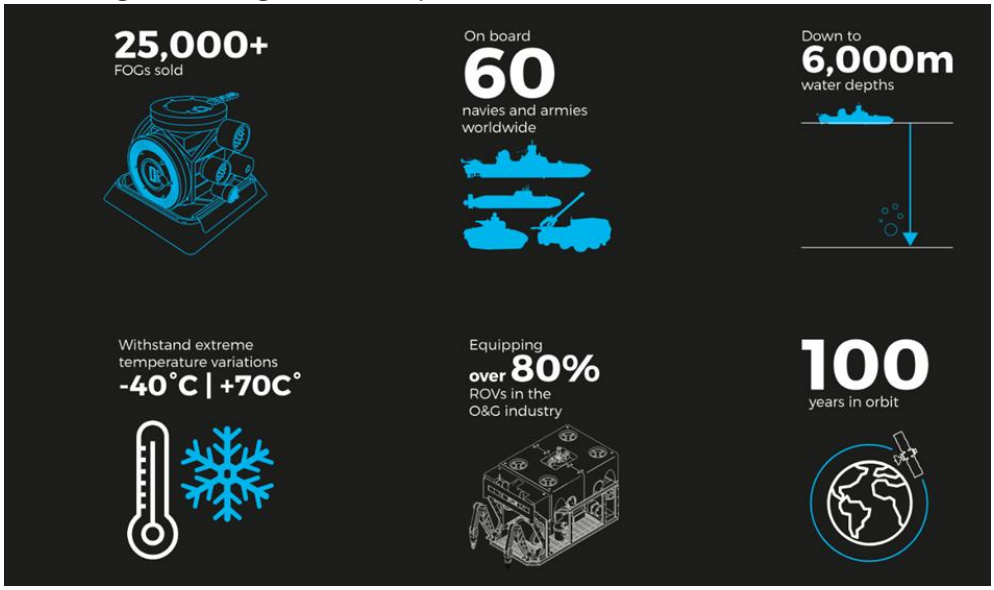
Operating as a single component and relying only on light motion, FOGs are resistant to external disruptions such as shocks, extreme temperatures, magnetism or vibrations. This is why FOGs equip systems operating in extreme environments or expecting high resistance from their sensors: satellites, strategic submarines, long-range artillery, extreme deep-water robots and vehicles.



Schematic illustration of an INS unit at Exail

Wide range of markets

Exail's inertial navigation systems, based on Fiber Optic Gyroscopes (FOG), are being utilized by prominent companies across diverse environments, spanning from the depths of the ocean to outer space. To date, Exail has successfully sold over 25,000 FOG-based Inertial Navigation Systems, with a significant portion of them deployed in the naval operations of more than 60 countries worldwide. Notably, Airbus Group has chosen Exail's FOG-based INS for its satellite systems. These systems are also proving essential in deep-sea activities, serving the navigation and precise communication needs of the Oil & Gas



industries, as well as for scientific purposes.

The MARINS M-Series of Inertial Navigation Systems

Marins M-Series is a family of state-of-the-art naval inertial navigation systems (INS) designed to meet the demands of the navy for the highest performance INS. Marins M- Series provides very accurate heading, roll, pitch, speed and position. These products uniquely address the navigation needs of advanced naval surface vessels, operating in severe GNSS denied/compromised environments. The Marins M- Series offers several levels of performance to address any specific customer specification.



Marins M3/M5



Marins M7



Marins M9

The Marins Inertial Navigation System is based on Exail's Fiber Optics Gyroscope technology offering unique performance in a fully strap-down system free of any preventive maintenance requirements. Marins is a range of high-performance INS. The below table displays the performances in pure inertial without (without aiding).

Performance

	M3	M5	M7	M8	M9	M11
Position accuracy[1] No aiding	1 nm / 12h	1 nm / 24h	1 nm / 72h	1 nm / 96h	1 nm / 120h	1 nm / 360h
Velocity (RMS)	0.6 knot	0.6 knot	0.4 knot	0.4 knot	0.4 knot	0.4 knot
Heading accuracy (RMS)[2]	0.01 deg seclat	0.01 deg seclat	0.01 deg seclat	0.01 deg seclat	0.01 deg seclat	0.01 deg seclat
Roll/pitch accuracy (RMS)[2]	0.01 deg	0.01 deg	0.01 deg	0.01 deg	0.01 deg	0.01 deg

The Marins, installed on multiple naval vessels ranging from SSNs to aircraft carriers as well as frigates, is designed to meet the highest requirements of defense applications for submarines and surface ship navigation.

The Marins products FOGs are based on the same design as the FOGs manufactured by Exail for space applications with extremely high performance and unparalleled lifetime (more than 15 years in space without maintenance). Its inertial performances meet the most stringent requirements of Fire Control Systems, Electro-Optical Tracking System and missile systems.

The Marins products are currently in operation on various surface and subsurface vessels in renowned navies around the world, among which the Marine Nationale of France, the UK Navy with close to 100 MARINS units delivered, the German Navy etc.

2. Quotation

2.1 Inertial System 1 INS – Backup

Part Nr	Product	Unit price EUR	Qty	Amount
00227621	**Pack Marins M3 BKB G3** High Grade Navigation, 1 Nm/12hrs Qualified as per the Mil-STD **Export: Defense-related**	€150 500.00	1	€150 500.00
00227623	**Pack MARINS M5 BKB G2** High Grade Navigation, 1 Nm/24hrs Qualified as per the Mil-STD **Export: Defense-related**	€240 140.00	1	€240 140.00
00184412	**Pack PHINS 4 Surface** FOG Inertial Navigation, 0.6Nm/h **Export: Dual-use**	€90 100.00	1	€90 100.00

2.2 Services & Ancillaries associated to INS

Part Nr	Product	Unit price	Qty	Amount
SME00949	**Interface plate for INS** Alignement plate	€2 800.00	1	€2 800.00
$Se_0013ST	**Setting to work & Harbour Acceptance Test – HAT** - 3 day onboard, 1 Exail's engineer, including transport and life costs to Colombia	€50 000.00	1	€50 000.00
$Se_0013S	**Installation handle by a local company supervised by EXAIL** - 3 day onboard, 1 Exail's engineer, including transport and life costs to Colombia **Note: EXAIL offers supervision of the installation only**	€10 670.00	1	€10 670.00
$Se_0013SA	**Sea Acceptance Test- SAT** - 1 day onboard, 1 Exail's engineer, including transport and life costs in Colombia	€6 000.00	1	€6 000.00
$Shipt	**Transportation & Duties** Delivery to CPA Airport /	€5 350.00	1	€5 350.00
00202292-A	**Panel PC Winmate 15"**	€6 000.00	1	€6 000.00

TOTAL Configuration € **€ 80 820**

2.5 Conditions

- **Terms and conditions**: The Exail general terms and conditions of sale, see **Appendix A**, are fully applicable to the present quote and to the related order. They are augmented by the following particular terms and conditions which take precedence over Appendix A as indicated.

- **Delivery : 6 Months from the PO acknowledgment**

- **Export**: Based on above status, see **chapter 3** for more information.

- Prices: Net in EUROS, exclusive of freight and insurance, import taxes, custom fee or other duties unless Freight Charges are included above and in subsequent Purchase Order. The Incoterm applicable is CRF Cartagena, according to INCOTERMS ICC 2020
- The price of this offer is based on the taxes, duties, levies, customs and charges of any kind, as applicable at the date of this offer. If any change is made under any law, regulation, or treaty and having impact on the level of such applicable taxes, duties, levies, customs and charges occurring on or before acceptance of this offer, the customer hereby agrees that Exail shall be entitled to revise the price of this Offer in order to take into account fully any change by addition to the price of the offer.
  Without prejudice to the foregoing, if this offer is accepted by the customer and a contract is concluded between the customer and Exail, if any change is made after the contract effective date under any law, regulation, or treaty and having impact on the level of the applicable taxes, duties, levies, customs and charges, the customer hereby agrees in advance that Exail shall be entitled to amend the contract price in order to take into account fully any change by addition to the contract price paid by the customer.

- **Invoice plan**: 30% down payment on placement of the Purchase Order at reception of invoice and 70% upon delivery at reception of the invoice.

- **Offer validity**: This offer is valid up to June 30th 2026, with product delivery expected within 12 months.

Not included in the present quote:
- Warranty duration extension,
- Bank guarantees (bid bond, advance payment bond) performance and/or warranty bond).

In case of request for warranty duration extension and/or bank guarantee(s), the present quote shall be updated accordingly.

Product description

See documentation provided separately.

3. Export control, sanctions and embargoes

The Customer acknowledges that Exail products and services quoted in this document (which, for the sake of this chapter 3, include by extension the related technical documentation and, as applicable, any related accessories, tooling and spare parts), may be subject to the different export control rules detailed hereinafter, depending on their export control status. The Customer has to check the table in **chapter 2** to identify the export control status applicable to each item quoted.

The Customer acknowledges and agrees that:

- **Except as specifically stated otherwise, the following export control rules apply exclusively in relationship with applicable French laws and regulations for a delivery out of France.**
- **Upon arrival in any other country after delivery (including within the EU), other local export control laws and regulations could apply additionally and shall be specifically considered and addressed.**

The Customer further agrees and represents that, whatever their export control status, Exail products and services shall never be used, transferred, exported or re-exported in contradiction with any applicable national/international sanction or embargo (including UN, EU and/or US).

In particular, without limitation to the foregoing, Exail products and services shall never be used, transferred, exported or re-exported, for any application other than a military operation authorized by an approved State, in the following countries (including their territorial waters): Afghanistan, Belarus, Iran, Libya, North Korea, Occupied-Ukraine, Russia, Somalia, South Sudan, Sudan, Syria and Yemen.

3.1 Free of export

Any concerned product or service is free of any regulatory export control when delivered from France. However, Customer acknowledges and agrees that acceptance of any consequential order or contract may be conditional to the issuance of a proper end-use statement, if and as dictated by Exail point of contact.

3.2 Dual use

The dual use goods category applies to a product or service which has not been specifically developed for military applications but may be used in the scope of either civilian or military applications. This type of goods is governed by the dispositions of Regulation (EU) 2021/821, as amended.

To the extent any concerned product or service is subject to the dual use goods export control procedures when to be delivered out of France, Customer acknowledges and agrees that:

- It can be freely delivered to **any country within EU**.
- It can be freely exported under a valid Union General Export Authorization n° EU001 to the following countries: **Australia, Canada, Iceland, Japan, New-Zealand, Norway, UK, USA and Switzerland/Liechtenstein.**
- It can be exported to **other countries** only through the preliminary issuance of an individual export license by the French authorities.

Customer acknowledges and agrees that, if an individual export license has to be issued by the French authorities, the Customer is then required to provide, **along with any order**, a properly filled in and signed end-user certificate (using a mandatory predefined EUC format). Dedicated Exail guidelines (ref. FO-CTRX-005) can be provided upon request on the subject matter.

3.3 Defence related or military

The defense related or military category applies to a product or service which is subject to the provisions of Directive 2009/43/EC, as modified, implemented in French law by Law n° 2011-702, as amended.

Whatever the country of destination (besides France), Customer acknowledges and agrees that an export license issued by French authorities is mandatory before order acceptance, contract signature and any delivery.

Customer acknowledges and agrees that it is required to provide, **after license issuance and before delivery of any controlled item**, a properly filled in and signed end-use certificate with non-transfer commitment (using a mandatory predefined EUC/NTC format). Dedicated Exail guidelines (ref. FO-CTRX-004) can be provided upon request on the subject matter.

4. Appendix A: Exail SAS General Terms and Conditions of sale

Rev. April 24th 2025

Preamble

The subject matter of these GTCS is to define the general terms and conditions of sale of the Work (as defined below), applicable to the Contract (as defined below) which constitute the sole basis for negotiation, in accordance with the applicable law as set forth in Article 27 below. The GTCS (as defined below) are (i) either accepted (including tacitly) in full by the Customer as they stand, or (ii) supplemented or modified in the Contract by special terms and conditions. Any special conditions derogating from these GTCS must be negotiated between the Parties and clearly set out in the Contract. The preamble forms an integral part of the Contract.

Article 1. Definitions

For the purposes of these GTCS, words and expressions beginning with a capital letter, whether singular or plural, shall have the following meanings:

- Affiliated Company: means any entity controlling, controlled by or under common control with Exail (within the meaning of the term "control" as defined in Article L. 233-3 of the French Commercial Code).
- Background Information: means all documents, knowledge, data, plans, methods, models, prototypes, drawings as well as all pending patent applications, patents, trademarks, software, and other IPR, know-how (processes, technologies, Confidential Information), held by a Party and obtained outside of, or prior to, performance of the Contract or generated or acquired subsequently to and independently from said performance (without access to the Background Information of the other Party), subject always to the rights of any third party.
- Change in Circumstances: means a change in circumstances which (i) occurs after the date of signature of the Contract, (ii) is not caused by the affected Party, (iii) renders performance of the Contract excessively onerous for the affected Party and/or drastically different from what was originally contemplated by the Parties on the date of coming into force of the Contract, and (iv) the risk of which was not expressly accepted by the affected Party. Such changes may include, without limitation, measures taken by a governmental authority in its sovereign capacity, pandemics or wars, a disruption of the affected Party's supply chain or a significant increase (i.e. more than 10%) in Exail's costs for the performance of the Contract.
- Classified Information: means any process, object, document, information, computer network, computerised data or file, falling within the scope of any and all applicable laws and regulations pertaining to the protection of classified information.
- Confidential Information: means data and information of any nature whatsoever, concerning the Purchaser's requirements, and more generally the performance of the Contract, not made available to the public, communicated between the Parties, in writing or orally, visually, electronically, on magnetic media or in any other form including documentation, drawings, videos, samples, software, mechanisms, demonstrations, tests, presentations or visits to Exail's premises.
- Contract: means the contract formed by the Parties and which is composed of the Order (where applicable) and the GTCS, the Offer as well as any amendments thereto as may be agreed in writing by duly authorised representatives of the Parties.
- Customer: means the entity receiving the Offer and, if the Offer is accepted, the signatory to the Contract.
- Deliverable(s): means all elements delivered by Exail as part of the Work carried out under the Contract, and in particular any study, recommendations, reports, Software, audits. The Deliverables shall be supplied either in French or in English, at Exail's option.
- Entrusted Good(s): means the goods (including, but not limited to: machines, sub-systems, equipment, components, special tools and testing equipment (STTE), raw materials) made available to Exail by the Customer and placed under Exail's care and custody, including the Work, in order to enable Exail to perform the Contract.
- Exail: means Exail SAS, a company duly organised and existing under the laws of France, having its registered office in 34 rue de la Croix de Fer, 78100 Saint-Germain-en-Laye, France, and/or any Affiliated Company issuing the Offer to the Customer.

- Export Regulations: means all applicable export and import control laws and regulations.
- Foreground Information: means any and all IPR on Work, of any nature whatsoever, on any medium whatsoever and in any form whatsoever, including in particular work, information, knowledge, know-how, methods, deliverables, technical documentation, processes, data, firmware, software, moulds, tools, equipment, plans, technical notes, drawings, models, mock-ups, prototypes, graphics, databases or any other elements, and created or developed by a Party or the Parties, as part of the performance of the Contract.
- GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- GTCS: means these General Terms and Conditions of Sale.
- Intellectual Property Right(s) or IPR: means patents, copyrights, designs, trademarks, topographies, database rights, rights relating to know-how, moral rights or other similar rights in any country, in each case whether registered or not, all rights to apply for registration, and any application for registration of any of the foregoing.
- Order: means any purchase order issued by the Customer in response to an Offer.
- Offer: means the latest version of any technical, financial and/or commercial offer submitted by Exail to the Customer in relation to the Work, as well as all documents referred to in the said Offer, to the exclusion of any GTCS which are attached or referred to in the Offer.
- Party(ies): means, individually or collectively, Exail and/or the Customer.
- Product(s): means the equipment, components and/or spare parts detailed in the Contract, to be supplied by Exail to the Customer in accordance with the Contract.
- REACH Regulation: means Regulation (EC) No 1907/2006 of 18/12/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals and establishing a European Chemicals Agency, and any amendments thereto, including Commission Regulation (EU) No 453/2010 of 20 May 2010.
- Service(s): means all the tasks, services and works detailed in the Contract and carried out by Exail in accordance with the terms of the Contract, to the exclusion of Exail's warranty obligations pursuant to Article 17 of the GTCS.
- Software: means any programme, process, and instruction rule addressed to a machine by Exail to the Customer, relating to the operation of a data processing unit (regardless of its format), including any copy, update, upgrade, modification, improvement and any derivative work thereof.
- Technical Information: means any technical data or information, including any technical documentation, communicated to the Customer in connection with the performance of the Work, in any form whatsoever.
- Work: means all Products and/or Services to be supplied and/or performed by Exail, in accordance with the Contract. The Work also includes Technical Information and/or any Software.

Further capitalised terms and/or expressions may be defined in the Contract.
Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular. The terms "day", "week", "month" and "year" shall be understood as calendar days, calendar weeks, calendar months and calendar years;
A reference to writing or written excludes fax but not email. The headings and subheadings to Articles in this Contract are for reference only and do not affect the interpretation of this Contract.

Article 2. Contractual documents

2.1 The Contract formed between the Parties is governed exclusively by the documents mentioned below, which shall apply in the following decreasing order of precedence in the event of a conflict between them or if there is merely a doubt as to which shall apply in preference to the other: (i) where applicable, the Order, and in particular the special terms and conditions agreed in writing by and between the Parties, (ii) the GTCS, (iii) the Offer and (iv) any other contractual document agreed in writing between the Parties.
2.2. The general terms and conditions of purchase or any other terms and conditions or document, issued by the Customer, do not apply to the Contract and are expressly rejected by Exail.
2.3. The Parties have jointly and expressly agreed that professional practices, whatever their kind or nature, shall not apply to the Contract.

Article 3. Formation of the Contract

3.1. The Contract enters into force upon signature by the Parties or upon on the date of the acknowledgement of receipt of the Order by Exail without reservation and provided that, if applicable, the granting by the competent authorities of any export licence and/or authorisation that may be required for the performance of the Contract.

3.2. Unless otherwise agreed by and between the Parties, the starting date of work and all associated obligations (T0) under the Contract shall be upon the completion of all of the following events: (i) where applicable, the receipt by Exail of any certificate and/or authorisation required by an authority, duly signed by the Customer, the end-user and all foreign consignees (if any) and (ii) where applicable, receipt by Exail of the down payment.

Article 4. Customer's obligations

4.1. The Customer, as an informed professional, hereby acknowledges and declares that it has received all useful and necessary information in relation to the feasibility of any of its projects that may include the supply of Work by Exail.

4.2. The Customer undertakes to provide, within the deadlines agreed by the Parties, any Entrusted Good and any other element useful or necessary to Exail in the performance of its obligations under the Contract, including but not limited to: information relating to the final use or purpose of the Work, any study, plan, input data and, more generally, any document deemed necessary by Exail. Any delay of the Customer in the provision of said Entrusted Goods or other elements and/or any inaccurate information provided by the Customer shall automatically entitle Exail to a Contact change if its ability to perform its obligations under the Contract is affected by the foregoing, and the Parties shall then sign said Contract change that includes all additional costs resulting therefrom, such as storage, mobilisation and/or demobilisation costs.

Article 5. NOT USED

Article 6. Price and payment terms

6.1. Price

The price of the Work is expressed in US Dollar (save as otherwise specified in the Order or the Offer, as applicable). The prices communicated by Exail are firm for the quantities and characteristics of the Work but may be updated/revised/modified in accordance with Articles 6.2 (Revision).

6.2. Update – Revision

Price updates: The prices of the Work may be updated by Exail between the date of expiry of the Offer and the date of signature of the Contract.

Price revision: For any Contract with a performance period of more than 12 months, the prices may be revised by Exail in accordance with the price revision formula inserted in the Contract. This revision may reflect increases in the cost of labour and raw materials.

6.3. Costs

Travel costs, including transportation and accommodation expenses, shipping costs and related banking fees and charges, as well as any other costs incurred as a result of performance of the Contract and not expressly mentioned in the Contract, will be invoiced separately to the Customer, on the basis of supporting documentation provided by Exail.

6.4. Taxes

Prices communicated by Exail do not include any tax, customs duty, compulsory levy or any other charge or similar tax applicable to the Work. Consequently, the amount of any current or future tax, duty or deduction applicable to the performance of the Work (as well as to the use of the Work by the Customer) will be borne in full by the Customer, in addition to the price stated in the Contract.

6.5. Payment terms

Any payment for the Work or otherwise due under the Contract must be made by bank transfer to Exail's account in accordance with the payment schedule set out in the Offer. Payments must be made within a maximum of thirty (30) days from the date of issuance of the corresponding invoice. Payments are considered to have been

made on the day the funds are received in Exail's bank account. In case of payment of the Work by the Customer thirty (30) days before the date of payment mentioned on the applicable invoice, Exail shall be entitled to apply a three percent (3%) discount on the amount, excluding VAT, of the corresponding invoice to the benefit of the Customer, and calculated on a twelve (12) month period.

6.6. Late payment

Compliance with payment terms is of the essence of the Contract. In the event of non-compliance, and without prior formal notice, the Customer will be required to pay late payment penalties calculated, from the initially scheduled payment date, on the basis of [one percent (1%) per month OR eighteen percent (18%) per annum] or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Customer also agrees to pay Exail all reasonable costs and expenses of collection, including attorneys' fees. Exail may decide to cancel the Contract for good reason, without prior notice and Exail may obtain injunctive relief to seek the return of goods, without prejudice to any other claims for damages. Exail may also decide to cancel for good reason and without prior notice confirmed Contract in process and any prior Contracts, whether already delivered or in the delivery process, and for which payment is due. In addition, the Customer will be required to compensate Exail for any additional storage, insurance, handling and/or demobilisation/mobilisation costs.

Article 6 applies without prejudice to any other rights Exail may have under the law or the Contract.

Article 7. Quality, hygiene, health and environment

7.1 Entrusted Goods

The Customer guarantees that Entrusted Goods shall comply with all applicable rules and regulations, whether or not said Entrusted Goods are incorporated into the Work.

7.2 Health and safety

In the event that the personnel of a Party is required to perform Work or Services on the other Party's premises or on a site other than its own premises under the Contract (the "Premises"), said Party shall, (i) with the assistance of the other Party, cause said personnel to comply with all administrative requirements (such as but not limited to visas, medical certificates, residence and/or work permits) in accordance with the applicable rules and regulations and shall bear all related costs, (ii) cause such personnel to observe all the regulations and safety rules applicable on said Premises. Prior to the performance of Work by the personnel of a Party, the other Party must inform it, in due time, of the risks and working environment of the Premises, and the Parties shall establish a joint analysis in relation thereto.

7.3 Waste

The Customer undertakes to minimise pollution with the Products during the performance of the Contract. The Customer undertakes to contact Exail when the Product reaches the end of its life or is disposed of as waste in order to determine with Exail the best way to treat the Product as waste in accordance with the laws and regulations in force.

Article 8. Delivery

8.1. Terms of delivery

Unless otherwise stipulated in the Offer, Exail undertakes to use its best efforts to perform the Work in accordance with the EX-WORKS (EXW ICC 2020) Incoterm at the place designated by Exail.

8.2. Packaging

Exail undertakes to send the Products with sufficient and appropriate packaging quality and level of protection so that they do not suffer any damage during transport.

8.3. Transport costs

Transport costs will be borne by the Customer, in accordance with the Incoterm set forth in the Contract. In the event that the Customer’s carrier or forwarding agent is not designated or does not take delivery of Work or, more generally, if the delivery of Work is delayed or prevented, for any cause outside of Exail’s control, then Exail shall be entitled to store said Work at any appropriate location at its convenience. In such cases, the Customer shall bear all the resulting costs and expenses.

8.4. Partial and anticipated delivery

Exail reserves the right to make partial and/or anticipated deliveries, subject to prior notification to the Customer. In this case, payment for these partial and/or anticipated deliveries will also be made upon actual dates of deliveries.

Article 9. Lead times and delays

9.1. Lead times

Lead times are specified in the Contract and Exail will make its best efforts to comply therewith.

9.2. Delays

The Parties shall inform each other of any delay in the performance of Work. In the event of a delay not attributable to Exail (including, but not limited to: a Force Majeure event, late payment by the Customer, late and/or incomplete supply of documentation or information and/or Entrusted Goods by the Customer, withdrawal, cancellation, suspension, limitation or refusal of any export authorisation or licence by a governmental authority acting in its sovereign capacity), Exail shall be automatically granted an extension of time for the delivery of concerned Work, that is at least equal to the duration of said delay. Without prejudice to the foregoing, any delay on part of Exail in relation to lead times will not result in any indemnity, penalty, compensation, price reduction or cancellation of the Contract.

Article 10: Products sold may not be resold

The Customer is expected to use the Products sold in the normal course of its business. Until the retention of title of the Products sold has been fully lifted, in accordance with Article 14.1 below, the Customer undertakes not to (i) resell the Products delivered, (ii) encumber them with a security interest of any kind, and/or (iii) use them as a guarantee, and/or (iv) rent or transfer ownership thereof. This Article 10 shall apply subject always to the provisions set out in Article 16.

Article 11. Services associated with the Products sold

The provision of any Service related to the Products sold is carried out at Exail's premises or at any other location identified in agreement with the Customer. The said Services will be carried out in accordance with Exail's current procedures, and Exail undertakes to inform the Customer of any prerequisites or prior arrangements that are the Customer's responsibility. Proper compliance with and execution of these prerequisites and prior arrangements by the Customer, at its own risk and expense, is of the essence of this Contract.

Dates for the performance of Services are defined in the Contract and are subject to prior successful completion of the prerequisites and prior arrangements mentioned above. In the event of delay in the performance of Services, the provisions of Article 9.2 shall apply.

12. Contract Changes

12.1. The Customer may request in writing to Exail a proposal of change to the Contract. Upon receipt of such proposal, Exail shall within thirty (30) days submit to the Customer a written statement as to the feasibility and effects of such change (if any) on the price, schedule, warranties and other provisions of the Contract.

12.2. Without prejudice to the provisions of Article 12.1, Exail shall be automatically entitled to a change in the terms and conditions of the Contract, if its costs or ability to perform its obligations under the Contract is/are affected, including by one or more of the following:

i. A change in law, including but not limited to evolutions in standards and regulations applicable with respect to cybersecurity,
ii. A Change in Circumstances,
iii. obsolescence of all or part of a Supply,
iv. A Force Majeure event, or
v. An event which has led Exail to suspend performance of its obligations, in accordance with the provisions of the Contract.

After becoming aware of one or more of the events mentioned above, Exail shall send a notice thereof to the Customer as soon as reasonably practicable, and shall submit to the Customer a proposed amendment to the Contract, identifying the circumstances and setting forth all required changes to the price, schedule, warranties

and other provisions of the Contract which Exail believes are reasonable and equitable in view of said event. The Parties shall then sign an amendment to the Contract as soon as reasonably practicable.
12.3. In any case, Exail shall never start carrying out any change to the Contract without first having agreed to the conditions of this change in a dedicated amendment pursuant to Article 26.7.
12.4. Exail may incorporate changes to the design of a Supply and/or of a component, provided that such changes do not negatively affect the performance, maintainability and operability of the Supplies, defined under the Contract.

Article 13. Receipt and return of the Work

13.1. All Work performed by Exail are subject to Exail's standard quality control and inspection procedures as may be defined in the Contract. Any additional tests and/or inspections agreed by the Parties shall be carried out at the Customer's sole expenses.
13.2. Without prejudice to any claim against the carrier, any claim relating to visible defects or non-compliance of the Work performed must be notified in writing no later than thirty (30) days after the date of delivery or performance of said Work. After this period and without notification to the contrary, the Customer is deemed to have received and accepted said Work unconditionally and definitively. In order to justify any defect found, the Customer shall provide Exail with all evidence to this effect.
13.3. Any return or new performance of the Work must be agreed in writing by Exail. All transport costs and risks associated with the return of the Work shall be borne by the Customer.
13.4. In the event of an apparent defect or non-compliance observed in the Work, and duly acknowledged by Exail, the Customer may request the repair or replacement of the Work by Exail, at no additional cost and without any other compensation for the Customer. The final choice of remedy rests with Exail. The Customer will refrain from intervening on its own or having a third party intervene and will facilitate any steps taken by Exail to remedy these defects.
13.5. When a Product and/or Deliverable is intended to be integrated with an element not supplied by Exail, the Customer is solely responsible for such integration and must hold Exail harmless against (i) any damage caused by the said element to the Product and/or Deliverable as a result of this integration and/or (ii) any damage caused by the Product or Deliverable as a result of this integration.
13.6. Save as otherwise agreed in the Contract, the last step of the acceptance procedure of the Work is deemed performed upon delivery of the Work to the Customer according to Article 8. This delivery shall be the starting point of the warranty period according to the conditions of Article 17.

Article 14. Transfer of ownership and retention of title

14.1. The Products shall remain the property of Exail until the Customer has fully met its payment obligations (principal, interest, penalties and applicable indemnities), with respect to such Products. Consequently, and until transfer of ownership, the Customer undertakes to: (i) keep the Products in its custody, (ii) store the Products separately so that they remain easily identifiable as being the property of Exail, (iii) not remove or alter the identification marks affixed to the Products and their packaging, (iv) store the Products in accordance with standard practice and indications provided by Exail, (v) in the event of seizure or proceedings by a third party, before full payment of the amounts due, immediately notify Exail and inform the said third party of Exail's retention of title. Failure to pay sums due for the Products on the due date will entitle Exail to claim the return of the Products.
14.2. Transfer of risks
The risks associated with the Work shall be transferred in accordance with the Incoterm (ICC 2020) defined in the Contract and/or the Offer.

Article 15. Access to the Customer and Exail sites

15.1. When necessary, throughout the term of the Contract, the Customer undertakes to provide free and unrestricted access to Exail, its Affiliated Companies and any subcontractors and/or suppliers: to its workshops, factories, buildings and offices for any meeting, delivery, installation, inspection, integration, testing and/or trials. In such a case, the Customer must provide Exail with the following prior to the intervention:

- Prevention plans, individual or collective protective equipment and other instructions necessary for the safety of Exail's personnel, its Affiliated Companies and any subcontractors and/or suppliers;
- Unrestricted access to all information systems and equipment necessary for the performance of the Contract.

15.2. Each Party is and remains responsible and liable for its personnel while present in the other Party's site and premises.

15.3. Subject to the prior written consent of Exail, the Customer undertakes, to have access to Esail's site, to comply with the access and security conditions of the said site, which will be communicated to it by Exail.

Article 16. Export control

16.1. The Work may be subject to Export Regulations. Any use, change of control and/or re-export contrary to the applicable Export Regulations is strictly prohibited. The Customer, who declares that it is fully aware of the Export Regulations, undertakes to comply with them and also declares that he is not subject to any embargo or similar restriction.

16.2. As provided for in article 2 and subject to its provisions, when applicable, the Contract may only come into force once Exail has received all the required export or transfer authorisations or licences.

16.3. For all Work subject to any Export Regulations, the Customer undertakes: (i) to provide, at Exail's request, in a timely manner, all assistance, information or certificates required for customs clearance (if applicable) or to obtain an export authorisation or licence. Any delay by the Customer in supplying them is likely to result in delays in delivery or performance of the Contract, as well as various costs which may be invoiced to the Customer by Exail or which may lead to a Contract change as per Article 12; (ii) not to sell, lend, hire or entrust them to a third party, temporarily or permanently, if required, without the prior written consent of the competent national authority and (iii) to comply with any applicable Export Regulations.

16.4. Any delay in the granting, or cancellation, or suspension of an export authorisation or licence by the competent authorities for reasons outside Exail's control will be treated as a case of Force Majeure. In such a case, Article 20 on Force Majeure shall apply.

Article 17. Contractual Warranty

17.1. Scope of the warranty

17.1.1. For the purpose of this contractual warranty, the word "defect" means only the defect in material, manufacture, design and workmanship which affect the proper functioning of the Work and which were not revealed during the acceptance tests. Under this warranty, and unless otherwise specified in the Contract, the Work are guaranteed for the following duration: (i) in the case of Products, twelve (12) months from the date of delivery of each Product, (ii) in the case of Software not integrated into a Product, thirty (30) days from the date of delivery of said Software, and (iii) six (6) months in the case of Services from their completion date.

17.1.2. The Customer acknowledges having received from Exail the elements and information necessary for its decision to enter into the Contract, and therefore remains solely responsible for: (i) the use of the Products/Deliverables, and (ii) the choice of Services, their compatibility with its installations and equipment, as well as their suitability for its needs. It is therefore agreed that Exail does not guarantee the suitability of the Work for a use determined by the Customer, or the suitability of the Work for the uses, transformations and integrations for which the Customer may intend them

17.1.3. Apart from the legal guarantees and warranties that are of public order and this Article 17, no other implicit or explicit guarantee or warranty of any kind whatsoever is granted to the Customer.

17.2 Exclusions

This contractual warranty shall apply, subject to normal use of Work. The contractual warranty is definitively void or excluded in the following cases:

- In the event of the opening, repair or modification of a Product by the Customer or a third party, without the prior written consent of Exail;
- The Products are not installed by Exail, or are installed by a third party without the prior written agreement of Exail, or are not installed according to the instructions in the user manual provided by Exail;
- Training to use the Products, mentioned in the special terms and conditions (if any), is not carried out by Exail or is carried out by a third party without the prior written agreement of Exail;

- The use of a component or of a design (in or for a Product) in accordance with the requirements of the Customer as set out in the Contract; or
- The failure of a Product has been caused by abnormal use and/or use that does not comply with the normal function of the Product and/or results from non-compliance with the Product's user manual;
- The failure of the Product was caused by normal wear and tear of the Product, or by negligence or inadequate maintenance on the part of the Customer;
- The failure was caused by a case of Force Majeure.

17.3. Warranty conditions and obligations

17.3.1. As soon as the Customer becomes aware of a defect covered by the warranty, it undertakes to notify Exail in writing, during the warranty period. Exail will carry out a remote diagnosis to check the validity of the warranty claim.

17.3.2. In the event that this claim is declared justified by Exail, Exail shall, at its own discretion, repair or replace, free of charge to the Customer, in the same quantities and to the exclusion of any indemnity or damages, the Product and/or to re-execute the Service or to reimburse the Customer.

17.3.3. Warranty obligations will be carried out at Exail's premises, and the defective product must be returned to Exail in accordance with article 17.4 below.

17.3.4. In case of an intervention by Exail pursuant to Article 17.3.2, the initial warranty period applicable to the Product (or part thereof), will be suspended for the part to be repaired or replaced from the date of notification of the defect by the Customer and will resume from the date of delivery of the repaired or replaced Product (or part thereof) to the Customer. This warranty extension shall apply only to the remedied part of the Product.

17.3.5. Any dismantling, opening up, closing, reassembly or reinstallation of an equipment, product or system in which a Product or Software is integrated shall be at the Customer's sole expense and under its sole responsibility and liability. If applicable, all costs incurred in relation to the docking of a vessel or submarine in order to enable Exail to carry out its warranty obligations pursuant to the Contract shall be borne entirely by the Customer.

17.4. Transport risks and costs under Exail’s warranty

17.4.1. Any return of Products to Exail’s premises under this warranty must be expressly accepted in writing by Exail.

17.4.2. All risks and costs associated to transportation of a Defective Product or Software to Exail’s premises under this warranty shall be borne entirely by the Customer. All risks and costs associated to transportation of a Defective Product or Software back to the Customer's premises, shall be borne entirely by Exail. If the inspection carried out by Exail demonstrates that the warranty claim is unfounded, the Customer will bear all the costs related to the technical diagnosis performed by Exail.

17.4.3. Title to a Product or Software (or part thereof) returned to Exail’s premises and replaced during the applicable warranty period shall pass to Exail.

17.5. Sole and exclusive rights and remedies

EXCEPT FOR THE WARRANTY SET FORTH IN THIS ENTIRE ARTICLE 17, EXAIL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE WORK, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

17.6. Specific warranty conditions for positioning and rate tables, centrifuges and HWIL

Without prejudice to the other provisions of clause 17, for positioning and rate tables, centrifuges and HWIL (the “Motion Products”), it is hereby agreed that, if the installation of the Motion Product in the Customer’s premises is not completed within two (2) months from the date of delivery of the Motion Product to the Customer, then (i) the milestone for installation shall be deemed completed, (ii) the warranty period shall start upon expiry of this two (2) month period, and (iii) Exail shall be entitled to invoice the relevant milestone, if any.

Article 18 – Liability

18.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXAIL'S TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, REGARDLESS OF THE CAUSE, BASED ON ITS PERFORMANCE OR BREACH OF THE CONTRACT (INCLUDING INDEMNITY CLAIMS) OR IN TORT (SUCH AS NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) OR STATUTORY DUTY OR UNDER ANY WARRANTY OR OTHERWISE, SHALL NOT EXCEED

ONE HUNDRED PER CENT (100%) OF THE TOTAL PRICE OF THE CONTRACT. THE CUSTOMER WAIVES ANY CLAIM, ACTION OR RECOURSE AND WARRANTS EXAIL AND ITS INSURERS AGAINST ANY CLAIM, ACTION OR RECOURSE BY ITS OWN INSURERS IN EXCESS OF THIS AMOUNT.
18.2. IN NO EVENT SHALL EXAIL OR ANY OF ITS REPRESENTATIVES BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF WHETHER (A) SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE, UPON WHICH THE CLAIM IS BASED.
18.3. Articles 18.1 and 18.2 shall not be construed as limiting or excluding the Customer's right to compensation for damages resulting from gross negligence, intentional misconduct or a fraudulent act, nor in the event of death or bodily injury attributable to Exail.

Article 19. Insurance

Each Party undertakes to cover itself against the risks of damage and civil liability relating to the performance of its obligations under the Contract. During the term of the Contract, each Party undertakes to provide the other Party with an insurance certificate as soon as possible, on first request.

Article 20. Force Majeure

20.1. Exail shall not be liable or responsible to the Customer, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from events or circumstances beyond the Exail's reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, [OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, PANDEMICS, OR QUARANTINES,] or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other similar events or circumstances beyond the reasonable control of Exail whether or not similar to the events and circumstances listed in this section.
20.2 In the event of Force Majeure, Exail must inform the Customer by registered letter with acknowledgement of receipt as soon as possible after its occurrence.
20.3 The notification of a case of Force Majeure in accordance with the preceding paragraph results in the suspension of performance of the obligation that has become impossible for the duration of Force Majeure. In the event of a notified case of Force Majeure, neither Party shall owe any indemnity or penalty, to the other Party, and the contractual deadlines shall be extended for a time period at least equivalent to that of the case of Force Majeure.
20.4 If a case of Force Majeure prevents Exail from fulfilling its contractual obligations for more than ninety (90) days from the date of the aforementioned notification, and if no agreement has been reached on how to continue the performance of the Contract, the most diligent Party shall be entitled to terminate the Contract by written notice to the other Party. The effective date of termination shall be stipulated in this written notice. Exail will be paid for the Work (i) completed and in a deliverable state and/or (ii) already delivered to the Customer, up to the date of termination.

Article 21. Specific provisions for Products for space and aeronautical applications

For the supply of Products for space applications, Exail's liability for any damage vis-à-vis the Customer as well as the contractual warranty are excluded and will cease as from the firing of the launcher incorporating the Product (i.e. when the firing can no longer be interrupted).

Article 22. Intellectual Property

22.1 Background Information

22.1.1 Each of the Parties remains the owner of the IPR on its Background Information, in relation to Work, subject to the rights of third parties.

22.1.2 Exail shall grant to the Customer and directly, with the same limits and conditions as in this clause 22, to the end user of Work, for the sole purpose of performing its obligations under the Contract and/or of using or operating Work as per the Contract, a worldwide, free, non-exclusive, personal, non-assignable, non-transferable and revocable right and licence to use, without the right to sublicence, Exail's Background Information. Such provisions do not preclude the provisions set forth in Article 23 (Confidentiality).

22.1.3 Except as expressly specified herein, provision of Work and/or any data under the Contract shall neither permit nor grant to the Customer any other right whatsoever (including without limitation the right to manufacture or to have manufactured by a third party a Product, Software and/or any part, component, system or element of a Product (or part thereof) manufactured by Exail and/or its sub-contractors.

22.1.4 The Customer shall grant to Exail a free, non-exclusive, personal, worldwide, transferable, irrevocable right and licence to use, modify and reproduce all Customer's Background Information included in the Work, for the sole purpose of performing its obligations under the Contract and/or for any of Exail's after-sales support activities for the entire duration of their legal protection under the applicable law (as set forth in Article 27 below). It is hereby expressly understood and agreed that such right and licence shall include the rights to use, exploit, maintain, produce or reproduce, represent, correct, modify, adapt, translate, interpret, market and distribute, in any language and on any medium (known and unknown to date) whatsoever, in any format and by any means the aforementioned Customer's Background Information.

22.2 Foreground Information

Exail acquires, as and when they are created, full and complete ownership of the Foreground Information and any related IPR, which may arise out of performance of the Contract.

22.3 Infringement and guarantee

Exail represents, to best of its knowledge, that Work does not constitute an infringement of IPR belonging to any third party. If any claim, suit or proceeding is brought against the Customer based on a claim of infringement by Work (or part thereof) of a third-party's IPR under this Contract, Exail shall at its own expense defend and/or (ii) at its sole discretion settle the claim, suit or proceeding brought against the Customer, and/or (iii) subject to the limitations stated under Article 18 (Liability), pay for costs and damages, including court costs, and reasonable attorney fees, awarded as a result of a final judgment or settlement against the Customer in a suit defended by Exail, provided always that: (a) the Customer notifies Exail promptly of any such claim, suit or proceeding, and (b) the Customer gives to Exail full authority, information and assistance for the defence thereof and sole control of the defence of such claim and all negotiations for the compromise or settlement thereof. Exail shall not be responsible or liable for any costs or expenses incurred by the Customer without Exail's written prior authorisation, and (c) the alleged infringement is not the result of modifications of Work, specified or carried out by the Customer or by a third party. If, as a result of such a claim, suit or proceeding, or the settlement thereof, the use of such Work is prohibited in the country of destination of Work, Exail shall have the right, at its sole discretion and expense to (i) negotiate and obtain a licence or other agreement with the concerned third party so that Work is no longer in infringement or violation of said third-party's IPR, or (ii) modify part of the Work in infringement of said third-party's IPR, or (iii) provide an alternative replacement solution, or (iv) reimburse the Customer for the part of Work which is in infringement or violation of said third-party's IPR, taking into account a reasonable depreciation rate.

22.4 Software

22.4.1 Notwithstanding provisions of article 22.1, and subject to the specific provisions contained in the licence terms associated with the Software concerned, which will prevail where applicable, for any Software supplied by Exail, the Customer's rights are limited to the use of said Software for its own requirements, to the exclusion of any other right. This restriction must not be interpreted as limiting the Customer's ownership rights to the physical medium of the Software. No source code for the Software will be assigned or transferred to the Customer under this Contract.

22.4.2. It is the sole responsibility of the Customer to ensure that its hardware and IT infrastructures are compatible and suitable for use of the Software. The Customer therefore undertakes: (i) not to use the Software

for any purpose other than that specified in its user licence and (ii) not to copy, study, test, decompile or reproduce any Software.
22.4.3 The use of Software by the Customer and/or a third party, the consequences, of any nature whatsoever, related to a modification of Software at the initiative of the Customer and/or a third party and/or to an integration of the Software by the Customer and/or a third party, without the prior written agreement of Exail in another hardware or computer system, shall be the sole and exclusive responsibility and liability of the Customer.

Article 23. Confidentiality

23.1. Confidential Information

Each Party undertakes to keep confidential Confidential Information of the other Party and undertakes not to disclose it to any third party, nor to use it other than in the framework of and for the sole purpose of performing the Contract, nor to copy, reproduce, decompile or reverse engineer it, without the prior written consent of the other Party.
Subject to the rights of any third party, Confidential Information remains the property of the disclosing Party disclosing. Any disclosure of Confidential Information by one Party to the other shall not be construed as conferring onto said other Party, even implicitly, any right whatsoever in respect of such information.
The Customer acknowledges and accepts that Exail shall have the right to (i) disclose Confidential Information it receives from the Customer to any sub-contractor, Affiliated Company, partner, consultant or supplier in the context of the performance of the Contract, and (ii) communicate on the existence of the contractual relationship with the Customer, and in particular to mention the latter as a "customer reference".
These confidentiality obligations are valid for the entire duration of the Contract, and shall remain in force for a period of five (5) years from the date of termination or expiry of the Contract and/or the Offer.

23.2 Classified Information

The Parties undertake to comply with the legal and regulatory provisions applicable to the disclosure and processing of Classified Information under the Contract.

Article 24. Ethics and compliance

The Customer undertakes, from the date of entry into force of the Contract as referred to in Article 3 of the GTCS, to comply with all regulations, laws and codes as specified in articles 24.1 to 24.4 below:

24.1 Anti-bribery

24.1.1. Each Party shall comply with all applicable laws, regulations and codes relating to fight against corruption and bribery, including but not limited to the provisions of (i) French Law no. 2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernisation of economic life, and, (ii) more generally the OECD Convention of 17 December 1997 on Combating Bribery of Foreign Public Officials in International Business Transactions and its transposition into any applicable national law.
24.1.2. Upon Exail's request, the Customer will provide within a reasonable period of time, any certificate of compliance with this article, or any other declaration reasonably required by Exail.
24.1.3. The Customer also declares:

- That it has never violated any law or regulation relating to transparency and/or the fight against bribery in France, in its country of establishment, and/or in any other country;
- That it has never been the subject of a civil or criminal conviction, in France, in its country of establishment, and/or any other country, for violation of a law or regulation relating to transparency and/or the fight against bribery, and that to its knowledge it is not the subject of any investigation or investigative measure to this effect;
- To its knowledge, none of its legal representatives has ever been convicted of a civil or criminal offence, in France, in the country in which it is established, and/or in any other country, for violating a law or regulation relating to transparency and/or the fight against bribery, and that they are not the subject of any investigation or investigative measure to this effect.

24.1.4. The Customer is prohibited to make any gift, donation, payment, remuneration or benefit whatsoever that it may be required either directly or indirectly to offer to any employee, manager or representative of Exail or any Affiliated Company or to any person likely to influence their decision in the framework of the Contract.

24.2 Personal data

24.2.1 The Customer undertakes to comply with the provisions of the applicable regulations on the protection of personal data, and in particular those of the GDPR, where applicable.
24.2.2 Under the terms of the Contract, neither Party will process the personal data of persons acting on behalf of the other Party without the latter's consent. In the event that personal data is exchanged between the Parties in the framework of the Contract, each Party undertakes to inform the natural persons concerned by this data processing in accordance with the applicable rules.

24.3. Exail Whistleblowing Procedure

24.3.1 Pursuant to the Sapin II Law (Law n° 2016-1691 from December 9th, 2016) as amended by Law n° 2022-401 from March 21st, 2022 for the improvement of whistleblower protection, the Customer as well as any of its subcontractors and/or suppliers shall be entitled to make any internal notice through Exail's Whistleblowing Procedure set up by Exail, subject to compliance with applicable legal requirements.
24.3. The Whistleblowing Procedure is accessible on Exail's website which details the scope, the conditions and modalities of notification. It is the responsibility of Exail's Customer to inform their concerned personnel, including their subcontractors and suppliers, of the existence of Exail Whistleblowing Procedure and of its modalities.

24.4. Sanctions and embargoes

24.4.1 To the extent applicable under this Contract, the Customer shall comply at all times with all applicable sanctions and embargoes.
24.4.2 More specifically, and to the extent applicable under this Contract, the Customer:

a) Shall not sell, transfer, re-transfer, export or re-export, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any good or service to be supplied under or in connection with this Contract which falls under the scope of (respectively for Russia) Article 12g of Council Regulations (EU) No 833/2014 or (respectively for Belarus) Article 8g of council Regulation (EC) 765/2006, and
b) Shall undertake its best efforts to ensure that the purpose of a) above is not frustrated by any further third parties in the commercial chain, including possible resellers, and
c) Shall set up and maintain an adequate monitoring mechanism to detect conduct by any further third parties in the commercial chain, including possible resellers, that would frustrate the purpose of the previous obligations, and
d) Shall immediately inform Exail about any problems in applying the provisions of this clause, including any relevant activities by third parties that could frustrate the purpose of the same, and
e) Shall make available to Exail any information concerning compliance with the obligations of this clause within two weeks of the simple request of such information.

24.5 Compliance with the provisions of this Article 24 is of the essence of the Contract. Any violation of the contractual conditions of this clause shall constitute a material breach of this Contract. Consequently, and without prejudice to any other rights or remedies available to Exail in application of the provisions of the Contract, international conventions or of the law, including the award of damages, Exail reserves the right to carry out any useful verification to ascertain the Customer's compliance with this article. If it is found that any of the obligations entered into by the Customer under the terms of this article have not been met, then Exail will be able to suspend and/or terminate the Contract in accordance with Article 25, with immediate effect, and with no compensation to the Customer. Without prejudice to the foregoing, in case of breach of this Article 24, Exail shall also be entitled to seek for other appropriate remedies, such as any injunction, to preserve the interests of Exail.

Article 25. Termination

25.1. Termination for default

25.1.1 If a Party is in breach of any of its contractual obligations and does not remedy such breach within thirty (30) days of receiving a formal notice requesting the defaulting Party to comply with such contractual obligations, the other Party shall be entitled to terminate the Contract, in whole or in part, and termination shall be effective thirty (30) days after the date on which a second written notice is sent to the defaulting Party, setting out the reasons for termination.
25.1.2 If the Contract is terminated, in whole or in part, due to a material breach by the Customer, then Exail shall be paid for (i) the outstanding balance of the price of Work which has been delivered or performed and of

any Product which has been manufactured up to date of termination, together with (ii) all substantiated costs for all Work in course of performance including overheads and costs relating to demobilisation of personnel and to commitments towards suppliers and/or subcontractors for performance of the Contract.
25.1.3 If the Contract is terminated, in whole or in part, due to a material breach by Exail, the Customer shall pay to Exail the outstanding balance of the price of Work delivered or performed and of any Product which has been manufactured, up to the date of termination.
25.2. Termination for Bankruptcy
In the event of receivership, liquidation or bankruptcy of one of the Parties, and subject to the agreement of the bodies responsible for the proceedings, the Parties shall have the right to terminate the Contract in accordance with Article L641-11-1 of the French Commercial Code. The most diligent Party shall be entitled to terminate the Contract by written notice to the other Party. The effective date of termination shall be stipulated in this written notice. In case of termination for bankruptcy, Exail will be paid for the Work (i) completed and in a deliverable state and/or (ii) already delivered to the Customer, up to the date of termination.

Article 26. Miscellaneous
26.1. The Customer declares: (i) that it is a professional, (ii) that it has had the opportunity to negotiate the terms and conditions of the Contract, and (iii) that it has sufficient information to enter into the Contract.
26.2. Assignment: The Contract is concluded by Exail in consideration of the Customer and may not be assigned (in whole or in part) by the Customer, except with the prior written consent of Exail.
The Customer acknowledges that Exail has the right to sell or transfer the Contract to any Affiliated Company. In such a case, Exail will be released from its obligations on the effective date of the transfer, which will be notified by Exail to the Customer within a reasonable time.
No condition or other provision contained herein is intended to confer on any third party any benefit or right enforceable at the option of that third party, against either Exail or the Customer.
26.3. Relationship between the Parties: Exail acts solely as an independent good and service provider, under its own responsibility, and without any subordinate relationship to the Customer. As such, it cannot be considered as an agent, employee or partner of the Customer.
26.4. Language: all correspondence between the Parties will be in English.
26.5. Validity: If any of the provisions of the Contract is declared invalid or unenforceable, the Parties shall endeavour to agree on an alternative provision that shall produce an effect as close as possible to that intended by the original provision.
26.6. Waiver: The fact that a Party does not invoke the benefit or the strict application of any provision of the Contract shall not imply a waiver by that Party of the benefit of the said provision.
26.7. Entire agreement: The Contract contains all the agreements entered into by the Parties concerning the subject matter of the Contract, and cancels and replaces all undertakings, agreements, representations, conditions, warranties or other terms exchanged or agreed between the Parties, without exception. Any amendment to the Contract shall only be valid if concluded in writing by the Parties.
26.8. Address for service: For the purposes of performing the Contract, each Party declares that it selects its registered office as its address for service.
26.9. Subcontracting: Exail is authorised to sub-contract all or part of the Contract and remains liable to the Customer, under the conditions and within the limits set out in the GTCS, for the performance of the Contract by its subcontractors.
26.10. Notification: All notifications to be made under the Contract shall be made in writing (by post or e-mail) to the addresses indicated in the Contract.

27. Applicable law and settlement of disputes
27.1. Applicable law
27.1.1 The formation, validity, interpretation, performance or non-performance, termination, rescission of the Contract or the consequences thereof, as well as any dispute between the Parties arising from the Contract or from extra-contractual events prior to, concurrent with or subsequent to the Contract, shall be governed by laws of the Commonwealth of Massachusetts. The application of the United Nations Convention on Contracts for the International Sale of Goods, signed at Vienna on 11 April 1980, is expressly excluded by the Parties.

27.2 Settlement of disputes

27.2.1 Amicable settlement: In the event of a dispute, the Parties will do their utmost to resolve it amicably, within a maximum period of thirty (30) calendar days from the date on which the dispute arose.

27.2.2 Mediation: The Parties may, by mutual agreement, have recourse to mediation before going to court.

27.2.3 Jurisdiction: Notwithstanding multiple defendants or introduction of third parties, any dispute arising from this agreement and that cannot be settled by amicable arrangement shall be settled in state court in the Commonwealth of Massachusetts, of which both Parties' consent to jurisdiction