

SOLYSTIC's GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Purchase order validity

Orders (hereinafter "Order(s)") printed on Buyer's letterhead are only valid and binding on Buyer insofar as they are referenced and bear Buyer's seal and physical or electronic signature.

Any orders placed verbally, by telephone, e-mail or by letter must be confirmed by a regular purchase order; otherwise no request for payment will be taken into consideration.

2. Order acknowledgement of receipt

The acknowledgement of receipt must be signed and returned to Buyer within eight business days of acceptance of the Order. After this deadline, the Order will be considered to have been accepted by Seller in all its terms and obligations.

Express or tacit acceptance of the Order automatically entails acceptance of these General Terms and Conditions of Purchase, without exception or reservation. No contrary usage or precedent may be invoked, or any clause stated in Seller's general terms and conditions, catalogues, quotes, invoices, letters or other commercial papers be considered binding, save the imperative legal provisions, notably the retention of title clause provided by the Act of 12 May 1980. These terms and conditions can only be waived by special agreement expressly accepted by the Buyer.

3. Timeframe

Except where stipulated to the contrary, the dates stated on the Order are understood:

- for deliveries: supplies or equipment delivered to the places stated on the Order,
 - for pick-ups from warehouses or factories: supplies or equipment ready for acceptance testing or duly packaged and ready for shipping as stated in the Order.
- Delivery or pick-up dates must be strictly adhered to. Delays due to force majeure events must be evidenced in writing immediately after the event occurs. When the special terms and conditions of the Order provide penalties for late delivery, they will apply without the need for prior notice and without prejudice to the provisions of Article 13.

4. Packaging and shipping

Unless specifically stated, deliveries to the places specified in the Order are understood "carriage and packaging paid", with all costs borne by Seller.

For equipment purchased "ex-works", Seller is responsible for packaging and shipping on behalf of Buyer, and will provide the best terms. The relevant costs are settled by Seller and invoiced to Buyer at cost price.

All deliveries must be made during normal business hours and never after 4:00 p.m., and excluding Friday afternoons, Saturdays, Sundays and public holidays. No shipment may be made freight collect. Any expenses arising from failure to observe this clause will be borne by Seller.

In all cases:

- Seller shall, five days prior to shipment, send a notice stating the mode and date of shipment to Buyer so that the latter may make all necessary arrangements, including insurance, where applicable,
- Seller is liable for damage sustained by its consignment as a result of insufficient packaging or loading in poor conditions.

5. Delivery

If Seller is permitted to use terms other than DDP Delivery Address, Seller shall provide the name and contact information for all freight forwarders, carriers or shipping agents expected to handle Buyer's consignment. Seller shall provide this information to Buyer no later than ten days after Order acceptance. Seller's proposed freight forwarders, carriers or shipping agents must have a reputation for honesty and a company policy prohibiting bribes and facilitation payments intended to expedite or secure performance of routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller's proposed freight forwarders, carriers or shipping agents within thirty (30) Days of Seller's notification. If the Goods or Services contain any ITAR (International Traffic in Arms Regulations) controlled information or equipment, Seller shall ensure that Buyer's purchase does not transit through one of the Proscribed Countries listed in the U.S. International Traffic in Arms Regulations (ITAR), 22 CFR (US Code of federal Regulations) 126.1.

6. Transfer of title and liability

Independently of transfer of title, which occurs pursuant to the rules of the ordinary law, risks are transferred according to the method stated on delivery or pick-up of the equipment from the factory and on condition that the latter meets the usual quality criteria or those stated in the Buyer's specification.

7. Inspection and acceptance

The Buyer's inspectors or those of its client or any other body appointed by the Buyer have unrestricted access, during business hours, to Seller's premises and those of its subcontractors and suppliers in order to monitor and inspect the performance of the Order. The inspections carried out during the manufacturing process are only intended to inform Buyer and in no way incur its liability, nor do they diminish Seller's responsibility. Acceptance may be pronounced by the Buyer or its representatives only after quantitative, qualitative and technical inspection; however, acceptance does not release Seller from liability for latent defects and non-conformities of the product sold.

8. Quality

The Buyer reserves the right to audit the quality system with reference to applicable standards pertaining both to the quality system and the manufacturing process, at a date agreed by both parties.

9. Rejection of the consignment

If the consignment does not comply with the Order, or if it is wholly or partially rejected by the Buyer's client, the Buyer reserves the right to reject it and either:

- require Seller to replace or remake the rejected consignment within the timeframe stated by the Buyer,
- have the Order performed by a third party of its choice and apply the provisions of article 13,
- keep the consignment on condition that it is remade,
- or cancel the Order wholly or partially pursuant to article 13.

In all events, all costs and risks are borne by Seller.

10. Warranty

Notwithstanding the applicable legal provisions regarding latent defects, Seller guarantees its consignment against any design fault or defect in materials, manufacturing or assembly for a minimum period of one year, accruing either from the date on which the consignment is commissioned, the installation is accepted, or the supplies are delivered, depending on the Order specifications.

During this period, any part considered defective must be repaired or replaced by Seller, who is held liable for any prejudice arising from the defect. After reconditioning or replacement, the incriminated part of the consignment is guaranteed in the same terms and conditions for a further period of one year.

11. Price

The price of equipment purchased from Seller is stated on the Order issued by the Buyer.

Seller is responsible for ensuring that customs duties, taxes or other charges due are paid in accordance with applicable legislative provisions and regulations.

12. Invoicing and payment

Invoices are only issued:

- when Seller has performed its delivery obligation,
- and within the limits of the quantities ordered and delivered.

Invoices are settled at the Buyer's convenience:

- either 45 days end of month upon invoice receipt, by wire transfer,
- or 60 days upon invoice receipt, by wire transfer.

In addition to the Legal Notices, Seller's invoice must mandatorily state:

- the full references of the relevant order,
- the wording "Payment by wire transfer".

Otherwise, it will be returned to Seller for correction.

13. Order suspension, resolution, and termination

Buyer reserves the option of suspending performance of the Order at any time. In this case, an agreement on compensation to Seller must be reached, it being understood that this compensation is limited to the expenses directly incurred by this suspension, to the exclusion of any consequential prejudice or loss of profit.

Buyer reserves the right to automatically rescind or terminate all or part of the Order should Seller violate its contractual obligations, after formal notice has been sent to no avail. Buyer is, however, exempt from sending this formal notice should Seller fail to comply with the delivery deadline. The Order may also be rescinded or terminated during the performance of the Order if there is reason to believe that the consignment would be partially or totally refused on completion.

In such a case, in addition to refunding the deposits already paid, Seller is under the obligation to fully compensate Buyer for any direct or consequential damage suffered. In the event of force majeure, Buyer reserves the right to automatically terminate the Order, without Seller being able to claim any compensation whatsoever.

Furthermore, Buyer reserves the right to terminate the Order forthwith for its own reasons. Compensation is then granted to Seller limited to the costs incurred specifically for this Order by Seller until the time of termination, minus any deposits already paid. Buyer will then be the owner of the materials already supplied and/or equipment completed or in process.

14. Legal compliance

Seller maintains environmental, health and safety management systems as appropriate to ensure compliance with applicable laws. Seller further agrees to continuously promote a safe and healthy workplace and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirement of this clause to its suppliers.

15. Notification of status change

15.1 By accepting this Order, Seller certifies that all representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer revised representations and certifications prior to taking any action indicating acceptance as stated on the Order.

15.2 Seller agrees to provide prompt notification to Buyer of any event or change in circumstances that could affect Seller's performance under the Order such as assignment of consent agreement, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labour reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.

15.3 A Seller that has provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties, including but not limited to Buyer's due diligence questionnaire, and related certifications) to a Buyer representative shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under the Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.

15.4 Seller shall notify Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Buyer and provide additional information reasonably requested related to such proposed change in Control). Seller shall not effect a change in Control without prior written consent from Buyer, such consent not to be unreasonably withheld. For the purposes of these General Terms and Conditions of Purchase, "Control" means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains "Control" by acquiring more than fifty percent of the securities that have ordinary voting power for the election

of Seller's directors, that acquisition may be accomplished by one or multiple transfers. For the purposes of these General Terms and Conditions of Purchase, "Person or Entity" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.

15.5 Failure to provide the notice under this clause shall be deemed a material breach of the Order.

16. Liability

In compliance with ordinary law, Seller shall bear any and all damage arising from its performance of the Order.

17. Intellectual property

Seller must keep all information entrusted to it by the Buyer confidential, except if its disclosure is authorised or legally required (and in this case, after notification only).

18. Counterfeits

18.1 This clause is applicable to all Orders. Seller establishes and maintains a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in the Order are met. Seller's obligation to substantiate authenticity shall survive acceptance of and payment for Products delivered under the Order.

18.2 Seller shall not furnish suspect parts or counterfeit parts to Buyer under the Order. All material delivered under this Order must be authentic and must be traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Seller shall immediately notify Buyer if Seller cannot provide electronic parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate the Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.

18.3 If suspect parts or counterfeit parts are supplied under the Order or are found in any of the Products delivered pursuant to the Order, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in the Order and are in addition to any remedies Buyer may have at law, equity or otherwise under the Order. At Buyer's request, Seller shall return to Buyer any suspect or counterfeit parts removed so that Buyer is able to return these parts to its client for further investigation. For the purposes of this clause, Seller agrees that any U.S.G. directive/information or GIDEP alert, indicating that such parts are suspect counterfeit or counterfeit, shall be deemed definitive evidence that Seller's Products contain suspect counterfeit or counterfeit parts.

Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

19. Import/Export

Seller ensures that its commercial practices comply with all applicable laws, directives and regulations applicable governing the export of parts, components and technical data. Seller shall provide accurate information and shall obtain the appropriate licences and/or consents.

20. Compliance with Human Rights and Labour legislation - Anti-human trafficking policy

Seller undertakes to comply with Human Rights, Labour Law, regulations prohibiting human trafficking and the use of child labour in the context of its operations in any country. It does not employ clandestine workers nor does it commission illicit work. Furthermore, Seller is committed to providing equal employment opportunities (especially gender equality), and exercises care to prevent any form of potential discrimination and/or physical, psychological or verbal harassment in the workplace.

20.1 Buyer prohibits its employees, agents, subcontractors, suppliers and contract labour from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:

- a. Human trafficking, and especially but not limited to, procurement, recruitment, harbouring, transportation, provision, or obtaining of a person for labour or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
- b. The procurement of a commercial sex act,
- c. The use of forced labour in the performance of company business,
- d. The use of misleading or fraudulent recruitment activities,
- e. Charging employees' recruitment fees,
- f. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working,
- g. Providing or arranging housing that fails to meet the host country housing and safety standards, or
- h. if required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.

20.2 Seller represents and warrants that it abides by and complies with the requirements of this Clause and any relevant applicable laws or regulations. Further, Seller shall require its employees, agents, contract labour, subcontractors and suppliers to abide by and comply with the requirements of this Clause.

20.3 Buyer or its authorised representatives may, at any time, audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this Clause. Seller will, in all of its lower-tier subcontracts and

contracts relating to any Buyer's Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this Clause.

20.4 Seller acknowledges that if Seller or any of its employees, agents, or contract labour engages in any of the prohibited activities in this Clause, the Order is subject to termination.

20.5 Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this Clause has occurred, Seller shall immediately give written notice to Buyer and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.

20.6 Seller shall provide its full cooperation during any subsequent investigation of the actual or suspected violation by the Buyer, Buyer's representative, or regulatory authority. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.

20.7 Seller must, at its own expense, defend, indemnify and hold harmless Buyer and its affiliates, and all of their directors, officers, agents, employees, successors and assigns, against any claims, loss, damage or expense, regardless of how arising and even if unforeseeable, including, without limitation, payment of direct, special, incidental and consequential damages and attorney's fees, arising out of, or relating to, Seller's or Seller's employees, agents, subcontractors, suppliers or contract labour's failure to comply with the requirements of this Clause.

Seller agrees to insert the substance of this Clause, including this sentence, in any lower-tier subcontract or labour contract.

21. Anti-Corruption Compliance

Seller represents, warrants and covenants that:

21.1 It has not and will not, directly or indirectly, pay, promise, offer, or authorise the payment of any money or anything of value to:

- a. an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity thereof,
- b. a candidate for political office, any political party or any official of a political party, or
- c. any other person or entity,

while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly pay, promise, offer, or authorise the payment of any facilitation payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.

21.2 No gratuities such as but not limited to: gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with the Order where the intent of it was, or is, to unlawfully influence the recipient of the gratuity. Seller also represents that any gratuities offered or provided shall meet the following conditions:

- a. be permitted under the UK Bribery Act and U.S. Foreign Corrupt Practices Act (FCPA) and the laws and regulations of the country in which the Order will be performed;
- b. be consistent with applicable social and ethical standards and accepted business practices;
- c. be of such limited value as not to be deemed a bribe, or any other form of improper inducement or payment; and
- d. be of such nature that its disclosure will not cause embarrassment for Buyer.

21.3 Breach of any of the foregoing provisions above by Seller shall be considered an irreparable material breach of the Order and shall entitle Buyer to terminate it immediately without compensation to Seller.

22. Prohibited Activity

Unless specifically authorised in writing by the Buyer, Seller must not engage in any of the following activities on behalf of Buyer: acting as an agent of Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.

23. Prohibited Contacts

Unless specifically authorised in writing by the Buyer, Seller must not contact, either directly or indirectly, public officials of any country other than the United States, United Kingdom, Canada, Australia, Germany, France, or Italy in furtherance of its performance on behalf of Buyer under the Order.

24. Conflict minerals

24.1 If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:

- a. Identify whether such Products contain tin, tantalum, gold or tungsten;
- b. Determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"); and
- c. Perform appropriate due diligence on its supply chain in support of Buyer's obligations under the Act.

24.2 In addition, Seller shall, as soon as reasonably practicable following the completion of the calendar year, provide a completed Conflict Minerals Reporting Template, using the form available at the address below:

<http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>

If requested, Seller will promptly provide information or representations that Buyer reasonably believes are required to meet Buyer's conflict minerals compliance obligations.

Seller warrants that it complies with all legislative and regulatory provisions applicable to it, as of their effective date.

25. Compliance with Laws, legal and regulatory provisions

- 25.1 Without limiting any other obligations, the Supplier ensures, at all times with regard to the delivery of its goods and services, its compliance with all applicable regulations, laws, legislative and regulatory provisions and ensures that its employees, agents and representatives comply therewith.
- 25.2 The Supplier shall especially ensure compliance with all laws, anywhere in the world, regarding the registration or the payment of all taxes arising from the performance of the services or supply of goods to Buyer.

26. Supplier standards of business conduct

Seller shall comply with Northrop Grumman's Supplier Standards of Business Conduct (available at the address below: <http://www.northropgrumman.com/suppliers/Pages/SSBC.aspx>) (hereinafter "Northrop Grumman Supplier Code"). Seller shall ensure that its employees are aware of their role in product and service compliance, product safety and the importance of adhering to a code of conduct. Seller warrants and represents that it has not and shall not behave in breach of the Northrop Grumman Supplier Code. Seller shall notify Buyer immediately if at any time it becomes aware of an actual violation of the Northrop Grumman Supplier Code. If Buyer considers that Seller violates the Northrop Grumman Supplier Code, Buyer may cancel the Order by sending written notification to Seller and Buyer shall have no further obligation with respect to of Seller.

27. Behaviour in response to an audit

Buyer shall have access to, and the right to examine, any registers directly pertaining to Seller containing the transactions related to the Order and will be entitled to question any employee holding a position at the time about these transactions. This obligation cannot be construed as an obligation for Seller to create or keep any register not kept by Seller in the usual course of business or pursuant to a legal provision. Seller shall make available in its offices, at all reasonable times, registers, documents and other evidencing documents for examination, audit or reproduction for a period of three (3) years from final payment under the Order or for any longer term imposed by other Clauses of the Order.

28. Non-disclosure and data protection

- 28.1 For the purposes hereof, "Processor", "Subcontractor", "Personal Data", "Person involved", "Processing" and "Personal Data Breach" shall have the meanings ascribed to them in the EU General Data Protection Regulation.
- 28.2 Seller shall ensure, where it Processes personal Data as a Processor hereunder, shall ascertain that:
- 28.2.1. It Processes Personal Data only on Buyer's documented instructions (including with regard to any transfer of Personal Data to a third country or an international organization), unless Seller is required to Process Personal Data by European Union ("EU") law or EU Member State law to which Seller is subject. In such a case, Seller informs Buyer of that legal requirement before Processing Personal Data, unless that law prohibits such information on important grounds of public interest.
- 28.2.2. It immediately informs Buyer if, in Seller's opinion, an instruction infringes applicable data protection provisions.
- 28.2.3. It ensures that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 28.2.4. It implements technical and organizational measures to ensure a level of security appropriate to the risks presented by the Processing of Personal Data (at least subject matter and duration of Processing, description and purpose of Processing, types of Personal Data, persons involved) including, as appropriate:
- pseudonymisation and encryption of Personal Data;
 - the ability to ensure the ongoing confidentiality, integrity, availability and constant resilience of Processing systems and services;
 - the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;
 - a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.
- 28.2.5. Taking into account the nature of the Processing of Personal Data, it assists Buyer, by appropriate technical and organizational measures, insofar as this is possible, in fulfilling Buyer's obligation to respond to requests for exercising Persons involved' rights;
- 28.2.6. It assists Buyer in ensuring compliance with Buyer's obligations regarding security of Processing, notifications of a Personal Data Breach to the supervisory authority and to the Person involved, and data protection impact assessments;
- 28.2.7. At Buyer's choice, it deletes or returns all Personal Data to Buyer after the end of the provision of the services relating to the Processing, and deletes existing copies, unless EU law or the law of EU Member State to which Seller is subject requires storage of Personal Data; and
- 28.2.8. It makes available to Buyer all information necessary to demonstrate compliance and allow for and contribute to audits, including inspections, conducted by Buyer or another auditor mandated by Buyer.
- 28.3. Buyer agrees that Seller may subcontract any of the Processing operations performed on behalf of Buyer under the Order. Where Seller engages another Processor for carrying out specific Processing activities on behalf of Buyer, it ensures that such Processor has entered into a written agreement that imposes the same data protection obligations as set out in this Clause. Where the Processor fails to fulfil its data protection obligations, Seller shall remain fully liable to Buyer for the performance of that other Processor's obligations.

29. Applicable law and jurisdiction

These General Terms and Conditions are governed and construed according to French law to the exclusion of all other laws. Seller and Buyer accept to bring any disputes exclusively before the jurisdiction of the Paris Trade Court. The parties may previously seek an amicable settlement or resort to a mediation agreement.