

General terms & conditions of purchase applicable to Bertin Technologies & French subsidiaries

A. Common rules

Article 1. DEFINITIONS / GENERAL

The object of these general terms and conditions of purchase is to define the conditions that shall be applicable to all orders (hereafter referred to as "the **Order**"), whether for supply of goods or provision of services (collectively hereafter referred to as "the **Supply**"), placed by Bertin Technologies or its French subsidiaries (as defined in article [L 233-3](#) of the French Commercial Code and collectively referred to hereafter as "the **Client**") with a supplier (hereafter referred to as "the **Supplier**").

Article 2. ORDER

2.1. The Order shall become effective once the Client has received an unconditional acknowledgement of receipt from the Supplier. Any conditions set out by the Supplier stated on the acknowledgement of receipt shall be opposable only with the Client's express agreement. Should the Supplier fail to return the aforementioned acknowledgement of receipt within eight (8) days following receipt of the Order, the terms of the Order shall be considered as fully accepted. Once the Supply has been initiated by the Supplier, it shall be considered as an acceptance of the Order, irrespective of the terms stated on a subsequently sent acknowledgement of receipt.

2.2. By accepting the Order - implicitly or explicitly - the Supplier acknowledges that it has received all the elements enabling it to fulfil the Supply and any further information that it may require must be obtained directly from the Client.

2.3. The Order comprises the following elements, in order of precedence and excluding all other documents (e.g. previous agreements and exchanges not listed in the Order, terms mentioned in the invoices, ...): specific terms & conditions stipulated in the purchase order, technical specifications and these general terms & conditions of purchase. The Supplier's terms & conditions of sale shall not apply.

Article 3. MODIFICATIONS

At any time during fulfilment of the Order, the Client reserves the right to send a written request for modification of the Supply by the Supplier. Within fifteen (15) days of receipt of such a request, the Supplier shall submit to the Client a technical offer together with a quotation consistent with market rates. Moreover, the Supplier shall indicate the repercussions of such a modification on the delivery lead time. The Client may then choose to refuse or accept wholly or partially the proposal. Acceptance must be presented in writing. Should the Client decide to refuse the Supplier's proposal (wholly or partially), the Client shall be entitled either to ask the Supplier to fulfil the Order as initially agreed or to terminate the Order in compliance with Article 13 hereafter. Failure

to transmit the documents set forth in Article 12 and Article 17 shall result in the cancellation of the Order without indemnity to Supplier.

Article 4. LEAD TIMES

Time is of the essence. The lead time(s) stipulated in the Order are mandatory and constitute an essential component. In the event of delays from the Supplier in respect of one of the lead times, the Client shall be entitled to claim, without any prior warning, liquidated damages from the Supplier. Such liquidated damages shall amount to 0.3% of the total value of the Order (excluding VAT) for each calendar day of delay. These liquidated damages are without prejudice to the Client's right to claim any further or actual damages and the performance of the Supplier's obligations as well as the reimbursement of the costs (notably by offsetting in accordance with Article 9 hereafter) incurred by the Client as a consequence of such delay. The Supplier undertakes to inform the Client as soon as possible of any foreseeable or ongoing delay. Advance deliveries shall only take place with the Client's agreement, on the understanding that they do not alter in any way the payment date specified in the Order. The Client is entitled to suspend execution of the Order at no cost to itself.

Article 5. CONFORMITY / REFUSAL

The Supplier undertakes to honour the Order in good faith in accordance with its specifications and conditions, by respecting any standards, regulations and codes of practice applicable.

The Client reserves the right to track the progress and check the conformity of the Order at the Supplier's or its subcontractor's premises and to ensure that any standards or regulations applicable to the Order are properly complied with. Under no circumstances whatsoever shall such checks relieve the Supplier of any of its contractual obligations. The Client reserves the right to refuse - in full or in part - any delivery of non-compliant Supply, without prejudice of any damages and penalties which may apply. The return of a non-compliant Supply shall be carried out at the Supplier's expense and at the Supplier's risk. Any refused Supply shall be regarded as undelivered. Should the Client detect a case of non-conformity, the Supplier undertakes to issue a report detailing the causes of the non-compliance as well as the planned corrective action and to deliver a compliant Supply to the Client within the agreed lead time. Should the Supplier be unable to fulfil this requirement, and without prejudice to any other right, the Client shall be entitled to request a compliant Supply from a third party at the Supplier's expense and risk.

Article 6. ADVICE / GUARANTEE

The Supplier hereby certifies that it possesses all necessary means (materials, equipment, intellectual

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property rights, agreement and authorizations...) and competencies for the Order to be properly fulfilled.

Thus, the Supplier must check that the Supply meets the Client's requirements, providing the best possible advice in this regard and requesting further information from the Client if necessary.

The Supplier represents and warrants that the Supply: (i) complies with all the requirements stated in the Order as well as any applicable regulations and standards and; (ii) is fit for the Client's purpose.

The Supplier hereby agrees to comply with all legal and regulatory requirements pertaining to health, safety and environmental protection and to present all necessary certifications and statements as and when requested.

Article 7. TOOLS AND MODELS

Tools and models specifically designed or built by the Supplier for the Order shall be used solely for the purposes of the Order. They should not, under any circumstances, be used, reproduced or communicated by the Supplier for its own benefit or the benefit of any third party without the Client's express prior agreement. The Client shall become the owner of these tools and models as their manufacturing proceeds. The Supplier shall remain responsible for their care and maintenance and undertake to maintain them in good condition and to ensure that they are visibly the property of the Client. Furthermore, the Supplier undertakes to dispatch these tool and models to the Client immediately upon request.

Article 8. PRICES

Prices are firm and fixed. Prices are exclusive of VAT and inclusive of all costs incurred by the Supplier to fulfil its obligations, notably any and all taxes, levies or duties applicable, packaging and transport costs for a Supply delivered in compliance with the Client's specifications and, in particular, the conditions set out in Article 6. Prices include all elements, components, services and documents necessary for the Client to be able to use the Supply in conformity with its requirements. Transfer of ownership shall occur upon delivery of the Supply which shall be free of any third-party lien.

Article 9. INVOICING / PAYMENT

All invoices must be provided in duplicate, in accordance with the terms of payment specified in the Order and sent to the address shown on the purchase order. The purchase order number must be stated, along with a full description of the Supply, the number of articles, the serial number and the dates and references of the delivery note. Payments shall be made within forty-five (45) days end of month, on condition that (i) invoice contains all the information required above and (ii) Supply has been carried out in accordance with the Order. Should only part of the

Supply conform to the Order, the Client may make a partial payment for the corresponding part of the Supply. The Client reserves the right to offset any monies owed to it by the Supplier against the Supplier's invoices.

Pursuant to article [L441-6](#) of the French Commercial Code, any late payment may render the payee liable for late payment penalties equal to three (3) times the legal rate of interest as well as a lump sum compensation for recovery costs set at € 40.

Article 10. INTELLECTUAL PROPERTY

The Client and the Supplier shall retain ownership, both inside and outside France, of all intellectual property rights, knowledge and know-how, patented or not, which they may already own or may come to own after completion of the Order and/or may be developed independently from the Order.

The Supplier shall refrain from filing any ownership claims pertaining to intellectual property that the Client may have made available to enable fulfilment of the Order. The Supplier further undertakes to pass on this obligation to any Sub-contractors that it may be called upon to use.

Article 11. CONFIDENTIALITY

Any information communicated of whatever nature by the Client to the Supplier shall be considered confidential ("Confidential Information"). The Supplier warrants that it shall restrict access to the Confidential Information to those of its employees who require such access for the purpose defined in the Order and that it shall use Confidential Information solely for the requirements of the Order. Confidential Information shall not be disclosed to third parties without the Client's express prior agreement. Moreover, the Supplier agrees to take any necessary steps to prevent the disclosure of Confidential Information. Confidential Information remains the sole property of the Client and transmission to the Supplier shall not in any way be construed as conferring upon the Supplier any intellectual property rights or other on their use.

Article 12. LIABILITY / INSURANCE

The Supplier shall be solely liable to the Client and third parties for the consequences of the actions of its employees and subcontractors in the fulfilment of the Order. The Supplier shall indemnify and hold the Client harmless against any and all claims.

The Supplier must hold any insurance policies required to carry out the Order. These insurance policies, which shall be taken out with reputable solvent companies, shall be held as long as shall be required and for a sufficient amount; they shall include in particular a policy covering liabilities based on the principles described in articles [1240 and following](#) of the French Civil Code. The Supplier shall submit the

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corresponding insurance certificates to the Client with the receipt of acknowledgement of the Order.

The Supplier is bound by a general obligation of result. The Client's liability is excluded for any indirect, intangible damages, financial losses, loss of production, revenues, sales, opportunity and image and is limited for any other damages to the total amount (VAT excluded) of the Supply.

Article 13. TERMINATION

13.1 The Client may, without prejudice to any other rights and remedies, without any legal procedure, terminate the Order - in whole or in part - by registered letter with acknowledgement of receipt if the Supplier fails to fulfil its obligations and further fails to do so within fifteen (15) days of receipt of a notice asking it to comply with its obligations.

Such a termination will not affect in any way the Client's right to apply penalties and seek compensation for prejudice caused. The Supplier shall not be entitled to request compensation for any prejudice caused. Furthermore, the Supplier shall leave the relevant resources (including intellectual property rights) required to fulfil the Order at the disposal of the Client or any designated third party.

13.2 Should the Client's own client terminate an existing agreement for whatever reason, the Client reserves the right to terminate an Order in whole or in part, subject only to provision of fifteen (15) days prior written notice to the Supplier, without being liable for the payment of any damages or compensation whatsoever. Upon receipt of such a notice, the Supplier shall immediately cease the execution of the Order. The Supplier shall be paid for the part of the Supply effectively executed, on condition that the Supplier provides the Client with full documentary evidence of the Order status.

Article 14. FORCE MAJEURE

Should an event occur that may be considered as a case of Force Majeure, as defined in article [1218](#) of the French Civil Code and hereinafter referred to as "the Event", making it impossible to fulfil the Order in part or in full, the impacted Party must immediately inform the other party, taking care to specify the expected duration of the Event. The Parties must first agree that the Event that has occurred is indeed a case of Force Majeure. The impacted Party must then take all necessary measures to limit the duration and the consequences of the Event.

As expressly agreed by both parties, the following events are indisputably considered as cases of force majeure and therefore do not require the impacted party to establish that the event presents the characteristics stipulated in article [1218](#) of the French Civil Code: (i) any pandemic recognised by the World Health Organization and (ii) any state of health emergency declared by the Government of all or part of a territory in which one or both of the parties conduct(s) its business activities.

The parties' mutual obligations shall be suspended for the duration of the Event. Should the duration of such an Event exceed 30 days from the date of notification, the Order may be terminated automatically and without compensation other than payment, on presentation of documentary evidence, for work already carried out before the occurrence of the Event.

Article 15. UNFORESEEABLES

The Parties hereby agree to forego the application of the provisions of article [1195](#) of the French Civil Code, i.e. with regard to unforeseeable events and situations.

Article 16. ASSIGNMENT / SUB-CONTRACTING

The Supplier shall not be entitled to assign the Order of all or part of the rights and obligations which arise from the Order to a third party without the Client's prior written approval.

Article 17. COMPLIANCE WITH LAW

The Order precludes any notion of provision of human resources. All members of the Supplier's personnel shall remain under the sole authority, direction and control of the Supplier whether the Service takes place on the Supplier's or the Client's premises.

The Supplier hereby undertakes to respect, throughout the duration of the Order, any applicable law, notably all tax provisions and the provisions of the French Labour Code if applicable and, in particular, article [L8221-1](#) and following. The Supplier shall submit to the Supplier all corresponding declarations, in particular those stipulated in article [D8222-5](#) of the aforementioned Labour Code (or [D8222-7](#) if the Supplier is based outside France), without delay and every six (6) months until the Order is completed.

For any Order amounting to more than € 5 000 (excluding VAT) and in compliance with article [D8254-2](#) of the Labour Code, the Supplier shall provide a list of all the names of its employees who are subject to employment authorizations as set out in article [L5221-2](#) of the Labour Code, and this every six (6) months until the Order fulfilment is completed.

Article 18. USE OF HAZARDOUS MATERIALS / WASTE / CHEMICAL SUBSTANCES

The Supplier hereby undertakes to respect, throughout the duration of the Order, the applicable regulations regarding waste and use of chemicals. Notably, the Supplier warrants that the Supply complies with all provisions of [Regulation \(EC\) no. 1907/2006](#) concerning the registration, evaluation, authorization and restrictions of chemical products (REACH). It shall also undertake to ensure that its own suppliers comply with this Regulation. The Supplier

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further undertakes to furnish the Client with any useful information regarding such matters.

The Supplier hereby certifies that the Supply requested by the Order has been produced in compliance with all ongoing legislation pertaining to the restriction of use of certain hazardous substances in electrical and electronic equipment and undertakes to comply with all applicable regulations in this respect, in particular the [RoHS Directive 2011/65/EU](#), along with the Commission Delegated Directives dated 17 December 2019 effectively amending annexes III and IV of the aforementioned RoHS Directive.

Article 19. ETHICS AND COMPLIANCE

The Supplier hereby undertakes to respect and uphold the Client's values in terms of ethics and sustainable development and to choose any sub-contractors and suppliers in full consideration of these values.

The Supplier shall respect and uphold the commitments of the Universal Declaration of Human Rights of 1948 and also all dictates of the fundamental agreements of the [International Labour Organization](#) and more precisely those pertaining to the abolition of forced labour (C29 and C105), the elimination of child labour (C138 and C182), equality and the control of discrimination (C100 and 111) and also freedom of association and collective bargaining (C87 and C98).

Therefore, the Supplier hereby certifies that no product supplied to the Client has been manufactured or assembled by means of: forced labour; non-declared labour; children aged less than 14, or less than 18 in the case of hazardous work. In choosing its members of staff and its commercial partners, the Supplier also undertakes to uphold a policy of non-discrimination on any grounds whatsoever, be it religion, ethnical origin, gender, age, political opinions or disability.

The Supplier further undertakes to abide by the dictates of the [Modern Slavery Act](#) and hereby declares that neither itself, nor any suppliers or sub-contractors that it may use, are involved in activities that promote or encourage slavery or human trafficking.

Furthermore, the Supplier hereby certifies that it is fully conversant with anti-bribery and anti-corruption legislation and to abide by any additional provisions in this respect that may be contained in the Client's Code of Ethics which is freely accessible for consultation at the following address:

<https://cnim.com/en/group/ethics-csr-commitments>.

The Supplier undertakes to inform the Client immediately of any event which may be brought to its attention and which could result in obtaining an undue advantage, financial or otherwise, during the course of this contractual agreement.

The Client reserves the right to use whatever means necessary to ensure that these commitments are upheld by the Supplier.

The Client acts in accordance with [European regulation 2016/679 on data protection and privacy](#)

[\(GDPR\)](#) and takes all necessary steps to ensure the safety and security of all personal data provided .

Personal data is collected and used only for the needs of the Client's commercial, professional and / or legal relations and to allow the identification of its contacts and / or contributors. Such data is retained solely for as long as necessary for the purpose of its collection and, at the very least, for the legal retention period of the documents in which such data may appear.

Each and every person reserves the right to access, update, rectify or delete any personal data about them.

To do so, a request must be sent by e-mail or letter to the Client's Data Protection Officer at the following address: dpo@cnim.com. In the event that the Client should fail to uphold this request the person concerned reserves the right to submit a complaint to the national data protection authority (CNIL = *Commission Nationale de l'Informatique et des Libertés*).

For the needs of the Order, the Client may be required to communicate personal information relating to its employees. The Supplier thus hereby undertakes to apply the GDPR rules, to take all necessary steps to ensure the safety and security of all personal data provided and to only use such data for the purposes of fulfilling the Order.

Any failure to abide by the provisions of this clause constitutes a contractual breach granting right of termination to the Client under the conditions of Article 13.

Article 20. INTER-PARTY RELATIONS

The Supplier is professionally bound to inform the Client of any risk of economic dependency, in particular in the event of overrepresentation of the Client in the Supplier's financial turnover.

Article 21. MISCELLANEOUS

Should any of the stipulations of these terms & conditions prove to be null and void by virtue of a rule of law in force or a judicial decision that has become final, it would then be deemed unwritten, without however resulting in the cancellation of the Order, nor altering the validity of all other stipulations.

In the event that the Client does not invoke the application of a specific clause with regard to the non-fulfilment of the Order or agrees to the permanent or temporary suspension of the Order, this shall not be interpreted as a waiver of the Client's rights with regard to the said clause.

In view of the fact that article titles are provided primarily for ease and convenience of reading, any difficulty in interpreting the meaning of such titles and the content of clauses that follow them shall render the titles non-valid.

Article 6, Article 7, Article 10, Article 11, Article 12 and Article 22 shall continue to be enforceable after expiry of the Order, whatever the reason for expiry.

Any notification sent by registered letter shall be deemed to have been taken into consideration by the

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receiver as soon as it has been presented at the latter's address for the very first time.

Article 22. APPLICABLE LAW / JURISDICTION

The Order will be governed by and construed exclusively in accordance with the laws of France.

Application of the Vienna convention on the international sale of merchandise is excluded.

ANY DISPUTE OR DISAGREEMENT PERTAINING TO THE EXISTENCE, INTERPRETATION OR FULFILMENT OF THE ORDER SHALL BE REFERRED TO THE SOLE COMPETENCE OF THE COURT OF APPEAL OF THE CITY OF VERSAILLES FOR JURISDICTION.

B. Rules applicable to the Supply of Goods

These specific Rules are applicable to Orders for the Supply of goods and, as such, provide a complement to the Common Rules outlined above.

Article 23. DELIVERY

Unless otherwise specifically agreed, delivery of the Supply(ies) is performed in application of Incoterm 2010 DAP, with delivery to the Client's address on the date and within the Client's opening hours stipulated in the Order. In the event that a statement of reception & acceptance is provided for, transfer of liability from the Supplier to the Client shall become effective on the date of signature of the said statement.

The various parts of a unit shall be carefully identified in order to prevent any errors during assembly. If packaging is to be returned to the Supplier, with a deposit payable by the Client, this information must be clearly indicated on the packaging and on the delivery note.

Two delivery notes shall be sent for each delivery: one by post on the day of transport and the other with the goods. Both delivery notes shall mention the Order number, date, method of transport, departure and arrival locations, weight and details of the goods. The Order number and delivery note number shall be specified on each parcel. Risks related to the Supply shall pass to the Client upon delivery to its premises or any other place designated by the Client in the Order. Ownership of the Supply shall be transferred to the Client as provided for in article [1583](#) of the French Civil Code.

Article 24. WARRANTY

Unless otherwise stated in the Order, the Supplier furthermore warrants that for a period of twenty-four (24) months after acceptance of the Supply compliant to the Order by the Client, the Supply shall be free from faults and defects in design, material, workmanship and any other faults and defects. In the event of repair or adaptation of the Supply, the guarantee period shall be automatically extended for a period equivalent to that during which the Client shall have been deprived of the Supply. In the event of exchange of the Supply, a twelve (12) month guarantee shall apply to the replacement Supply. Furthermore, the Supplier shall be held responsible for any hidden defects, in accordance with article [1641 and following](#) of the French Civil Code. In both cases, the guarantees offered by the Supplier are not limited in any way and the Client reserves the right to request repair, exchange or adaptation of the Supply or for ex tunc termination of the Order, without prejudice of any damages which could be claimed by the Client. In the event of the Client choosing repair, exchange or adaptation of the Supply, the Supplier should proceed within the Client's specified time scale. Failing this, the

Client reserves the right to carry out or have the Order carried out by a third party, at the Supplier's liability and expense of the Supplier. All expenses arising from repair, adaptation or replacement of the Supply (parts, labour, transport, carrying out of the Order by a third party, etc.) and ex tunc termination of the Order shall be borne by the Supplier. Acceptance of the Supply by the Client shall not relieve the Supplier of its obligations in any way and shall not be deemed as a waiver of the Client's rights nor an engagement of its responsibility.

C. Rules applicable to the Provision of Services

These specific Rules are applicable to Orders for the provision of services and also the supply of goods requiring specific developments for the Client and, as such, provide a complement to the Common Rules outlined above.

Article 25. SUPPLIER'S OBLIGATIONS

The Supplier undertakes to honour the Order in good faith in accordance with its specifications and conditions and in compliance with any applicable standards, regulations and codes of practice.

All Supplier employees assigned to provide the Service that is the object of the Order shall remain at all times under the direct managerial and disciplinary authority of the Supplier, even when working on the Client's premises.

The Supplier and its assigned employees shall be bound to comply with all rules in force on the Client's premises.

At the Client's request, the Supplier or one or more of its representatives shall attend any meetings which it is invited to attend.

Article 26. MODIFICATIONS

Complementing Article 3 above, the Supplier hereby acknowledges that additional technical information and documents pertaining to needs specifications may be received from the Client while the Order is ongoing but that under no circumstances whatsoever may such information and documents be deemed as modifying the nature, quality, content or scope of the Service or entitling the Supplier to make adjustments to the price of the Order.

Article 27. INTELLECTUAL AND INDUSTRIAL PROPERTY

27.1. The Client shall acquire full ownership of all results produced during fulfilment of the Order (hereafter referred to as "the Results"), including, but not limited to, all studies, know-how, plans, design notes, drawings, software and prototypes, whether patented or not.

This notion of ownership includes all property rights and in particular the right of reproduction, the right of arrangement and modification, the right of representation, the right of use, the right of distribution and the right of retrocession.

The Client shall assume sole ownership of all Results and intellectual property rights emanating from the Order, including all rights relative to software and source codes. The Supplier thus foregoes all rights and undertakes to support the Client in any process to protect said rights for the benefit of the Client. The Supplier further undertakes to obtain the verbal agreement and signed approval of the Inventors with

regard to any act performed in order to obtain the Results. In particular, the Supplier agrees to grant, free-of-charge, exclusive rights to all patents, patentable ideas, brand names, sui generis rights, drawings & models and ownership royalties, including the right to reproduce, represent, distribute, translate, adapt in any format and on any media, all over the world and for all different uses throughout the legal term of protection of the said rights.

27.2. Having declared ownership of all intellectual property rights required for the execution of the Order, the Supplier effectively guarantees the Client against any lawsuit filed by a third party who may invoke the violation of an intellectual property right. The Supplier thus protects the Client from any blame and any legal costs that may arise from such a lawsuit. Furthermore, in the event that a lawsuit filed by a third party were to be upheld, the Supplier undertakes, at the Client's discretion, to obtain the intellectual property rights required or to replace the Supply by another totally equivalent item, the cost of any increase in price being borne by the Supplier and the benefit of any decrease in price being to the Client's advantage.

27.3. This transfer of ownership also includes all hardware and software and works produced, including models, sketches, drafts, diagrams, projects, illustrations, drawings, etc...

Transfer shall be deemed to be effective on a worldwide scale and until expiry of the legal period of rights ownership.

27.4. In the event that the Supplier, subject to compliance with Article 16, subcontracts part of the Order, it shall undertake to obtain the assignment of rights required for a third-party intervention.

27.5. The publication, recording, photographing and publicizing of any elements relative to the Order or the Results is totally prohibited without the Client's prior written agreement.

Article 28. PERFORMANCE AND DELIVERY

28.1. The Supplier hereby acknowledges that it has received all the information required for the fulfilment of the Order, in particular in terms of deadlines, costs, quality and safety.

The Supplier must immediately notify the Client in writing of any incompatibilities, errors or omissions found in the documents and specifications provided by the Client, who undertakes to take immediate action to remedy the situation. Under no circumstances whatsoever may the Supplier take advantage of such incompatibilities, errors or omissions in order to execute the Order in sub-standard or professionally unacceptable conditions or to deliver an incomplete or non-compliant Supply.

28.2. The Supplier undertakes to deliver the Supply within the stipulated lead time and under conditions that are compliant with the technical specifications.

The transmission of documents, prototypes and other media resulting from the execution of the Order should wherever possible be performed by electronic means, delivered to the address stipulated in the special

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conditions of the purchase order. Where this is not possible, the Supplier shall bear the cost of delivery by post or by transporter of the aforementioned documents, prototypes and media.

Article 29. WARRANTY

The Supplier hereby guarantees the Client undisturbed use and enjoyment of all rights conferred within the framework of the Order. For a period of 12 months from receipt of the Supply, the Supplier undertakes, free-of-charge, to take all necessary steps to correct any errors and to put right any defects. The Client shall inform the Supplier in writing of any such errors or defects affecting the Supply and then consider and give its approval to corrective measures proposed by the Supplier. .

Should the Supplier fail to respond to the Client's request within ten (10) calendar days of having been informed of the error or defect, the Client reserves the right to (a) reduce the price of the Order by an amount corresponding to the cost of the defect, or (b) call on the services of a third party to deliver the Supply in a compliant state, without prejudicing its right to claim compensation from the Supplier for the damage suffered.

All costs and expenses incurred in the application of this article shall be borne by the Supplier.