

## GENERAL TERMS AND CONDITIONS OF PURCHASE

The General Terms and Conditions of Purchase set forth herein (the "Terms and Conditions") shall govern any contractual relationship between SERCEL ("Buyer") and its Vendors. The Terms and Conditions apply to any purchase order (the "Order") of goods and/or services. When needed, the commercial discussions shall result in the negotiation of specific sales and purchasing conditions between the Parties. No modification or waiver of any of the terms or conditions contained herein shall be valid unless specified in writing as "Specific Terms and Conditions" to the relevant Order. Such modification or waiver shall be effective only for the relevant Order and shall not entitle Vendor to any modification of any other Order. As used in this document, the term "Vendor" refers to a manufacturer, subcontractor, distributor or any service provider. In the event of discrepancies between the Terms and Conditions herein and the Specific Terms and Conditions, the latter shall prevail.

### 1. DEFINITION OF PRODUCTS

The goods and/or services to be supplied (collectively the "Products") shall be as detailed in the Order and/or the documents attached thereto. Vendor shall make sure all the documents referred to in the Order are in Vendor's possession, with the correct issue dates and revisions. In general, the Products and ancillary services ordered shall be delivered in full and in accordance with the provisions of the Order and the technical documents relating thereto. In the absence of sufficient information in the Order and in the technical documents attached thereto, and exclusively in such event, the following descending order of precedence shall apply: (a) applicable standards; (b) state of the art; (c) usage of trade.

### 2. ORDERS

Vendor's receipt of an Order must be acknowledged by Vendor within 72 (seventy two) hours of SERCEL's sending the Order. Acceptance by Vendor shall be notified to the SERCEL's contact indicated on the Order form header as "Follow-up by". If signed acknowledgement of receipt from Vendor is not received by SERCEL within the time specified hereinabove, the Order shall be deemed to be received and accepted by Vendor.

ANY TERMS OR CONDITIONS CONTAINED IN THE ACKNOWLEDGEMENT OF RECEIPT RETURNED BY VENDOR IN CONFLICT WITH THE TERMS AND CONDITIONS HEREIN ARE VOID UNLESS SPECIFICALLY AGREED TO IN WRITING BY SERCEL.

Any commencement of performance of the Order by Vendor shall be deemed to be Vendor's acceptance of the Terms and Conditions contained herein. Any commencement of performance by Vendor not pursuant to any written Order from SERCEL shall not be binding upon SERCEL.

No modification of the Order or any document attached thereto shall be effective unless accepted in writing by SERCEL in an amendment specifying the changes. Vendor shall acknowledge receipt of any such amendment.

Any Order issued by SERCEL shall be dated, have a unique identification number, include SERCEL's buyer's name and, if appropriate, the name of SERCEL's procurement person in charge of the follow-up of the Order.

### 3. INTELLECTUAL PROPERTY RIGHTS

If the Order involves development services, including but not limited to development of equipment, software, tools, provision of intellectual services, or any other services, then it is expressly agreed that SERCEL shall have full and entire ownership of all the results obtained in the course of their creation, in the framework of the execution of the Order. All intellectual property rights shall also vest within SERCEL. Vendor agrees to provide, at Vendor's costs, all necessary documents and all reasonable assistance to ensure the protection of SERCEL's intellectual property rights. Vendor warrants that the Products furnished under the Order, do not infringe, nor violate, the right of any third party and do not constitute any misappropriation. Vendor shall indemnify, defend and hold SERCEL harmless from and against any claim or action from any third party in connection with infringement of any intellectual property rights (patent, trademark, design, model, copyright...) relating to or in connection with the performance of the services and/or use of the supply under the Order. The present commitment shall remain in force during the duration of protection of the intellectual property rights. As a result, and without prejudice to other remedies available at law or hereunder, Vendor undertakes to indemnify SERCEL and to bear accordingly all costs, expenses and liabilities of any kind related to any action or claim based on any alleged or actual infringement or misappropriation of any rights of any third party, as well as all the financial consequences resulting from a settlement or a decision from a court, whether or not following a legal action.

### 4. SUBCONTRACTING - ASSIGNMENT

Vendor shall not subcontract nor assign the Order or any portion thereof without the prior written consent of SERCEL. In any case, liability to SERCEL regarding the performance of the Order shall rest with Vendor.

### 5. PERFORMANCE AND/OR DELIVERY TIMES - PENALTIES

THE DELIVERY DATES INDICATED IN SERCEL'S ORDERS MEANS THAT DELIVERIES ARE TO BE MADE IN THE QUANTITIES, AT THE TIMES AND DESTINATION POINTS SPECIFIED IN THE ORDER.

However, partial deliveries and invoices may be accepted. In such event, delivery schedules remain in full force and effect, and penalties for delays are applicable to the quantities still to be delivered. In the event of delays in performance and/or delivery caused by Vendor, Vendor shall incur penalties amounting to 0.5% of the price (excluding tax) of the Products for each elapsed day of delay, after a seven (7) day grace period. Such penalties shall be cumulative but expressly limited to 10% of the price of the Products (tax excluded). In no event shall penalties for delays be considered as a lump sum compensation for losses sustained by SERCEL.

Notwithstanding any applicable penalties for delays, SERCEL reserves the right to terminate by registered mail any Order that has not been executed within the specified timeframe, without prejudice to SERCEL's rights or remedies available at law or hereunder.

### 6. ACCEPTANCE - INSPECTION - WARRANTY

Final acceptance of the Products is subject to inspection and acceptance by SERCEL's Incoming Inspection Department. Rejected Products are put at Vendor's disposal. Rejected Products to be returned to Vendor shall be shipped at Vendor's expense in carriage-unpaid mode and all expenses of packing costs shall be debited to Vendor's account.

In the event some Products under the Order are to be purchased by Vendor from a third party, Vendor shall be liable for the warranty applicable to such Products, including the replacement of defective goods after delivery to SERCEL. Any hidden defects in said Products purchased by Vendor shall not entitle Vendor to limit the warranty applicable to Products delivered to SERCEL.

Vendor warrants for a period of at least twelve (12) months from the date of acceptance that all goods or services supplied hereunder to SERCEL shall be free from any defects in design, workmanship and assembly. Vendor shall promptly replace, repair or re-perform any defective Products at Vendor's expense and pay all resulting labour charges as well as any cost of transportation to the delivery place. Vendor's full obligation set out herein shall not be restricted for any reason whatsoever. In particular, the warranty against hidden defects shall apply to the Order in accordance with Article 1641 of the French Civil Code.

The warranty conditions shall apply in the same terms to any repaired or replaced goods, or re-performed services.

Vendor warrants a sufficient traceability so that to recover the manufacturing lot numbers after delivery of Products. All lot numbers, manufacturing date codes and validity expiry dates affixed by manufacturers on the Products supplied or on the packing thereof shall be preserved by Vendor.

### 7. SHIPMENT - DELIVERY

Delivery terms shall be defined in the Order (Incoterms 2020 (ICC n°723) or any subsequent version). Unless otherwise agreed, the Products shall be delivered DAP at the place of destination specified in the Order. All deliveries shall be accompanied by a proof of delivery with reference to the Order number.

Vendor shall be responsible for the packing of the Products in appropriate containers to ensure suitable protection during transportation and storage. Any returnable transport packaging shall be returned to Vendor at Vendor's risk and expense in carriage-unpaid mode.

## 8. TRANSFER OF TITLE

Unless otherwise provided in the Order, ownership and risks are transferred to SERCEL upon delivery of the Products at the place specified in the Order.

SERCEL expressly rejects hereunder any title reserve clause whereby transfer of title would be in any expressed or implied manner subject to payment of all or any portion of the price of Products. In the event that any such clause appears in the Order acknowledgment or general sales terms and conditions or invoices or any other document issued by Vendor, such clause shall therefore be deemed to be ineffective and not binding upon SERCEL.

## 9. PRICES

Unless otherwise mutually agreed in the Order, the prices mentioned therein are deemed to be binding and final, and not subject to any revision or escalation.

## 10. INVOICES

Invoices shall state the Order number from SERCEL and be submitted to the attention of the Accounts payable department to the address mentioned in the Order.

Unless otherwise provided in the Order, invoices are due and payable within forty-five (45) days, end of month. Any late payment may result in penalties applied up to a maximum amount equal to three times the legal interest rate in force in France at the time of the said late payment. However, Vendor shall not be entitled to exercise this right in the event of a non-conforming delivery or incorrect invoice.

All invoices for deliveries made in advance of the Order's requested delivery date shall be deferred until the scheduled delivery date, unless made pursuant to any early delivery expressly requested or approved by SERCEL.

## 11. CONFIDENTIALITY

Vendor, on behalf of itself, its own employees, its agents and/or subcontractors, expressly agrees that any information or knowledge directly or indirectly furnished to Vendor by SERCEL for the performance of the Order or in connection therewith shall not, whether directly or indirectly, be disclosed to any third party, unless duly approved in writing by SERCEL.

## 12. EARLY TERMINATION - SUSPENSION

SERCEL reserves the right to terminate any Order in whole or in part, or to suspend the Order in accordance with Article 1220 of the French Civil Code, in the event Vendor fails to comply with any instruction, agreement, representation or warranty set out in the Order or the present Terms and Conditions, and does not cure the failure or default within seventy-two (72) hours after receiving SERCEL's written notice of such failure.

## 13. LIABILITY - DUTY OF INFORMATION

Vendor shall be liable for and shall indemnify SERCEL from and against any and all claims, liabilities, costs and expenses arising out of any damage or loss caused (i) to any material (such as goods, tools, documents, software...) that may be furnished to Vendor by SERCEL for the performance of the Order, or (ii) to any Products, while at Vendor's risk as well as in the course of any work performed by Vendor with respect to Products after the delivery date.

Vendor shall be liable for and shall indemnify SERCEL from and against any and all claims, liabilities, costs and expenses arising out of (i) personal injury, illness, death of third parties' or SERCEL's employees, representatives or agents, or (ii) loss or damage to third parties' or SERCEL's property, caused by Vendor, its subcontractors or suppliers, including their employees, representatives or agents as a result of the performance of the Order.

Vendor shall be liable for and shall indemnify SERCEL from and against any and all claims, liabilities, costs and expenses arising out of loss or damage to Vendor's or its subcontractors' property, or personal injury, illness or death of Vendor's personnel, regardless of the cause. "Vendor's personnel" shall herein include its employees, representatives or agents and its subcontractors or suppliers, including their employees, representatives or agents. Vendor shall be liable for all consequences of any kind, whether direct or indirect, arising out of such damage, loss or injury.

Vendor therefore waives any right to make any claims against SERCEL, its representatives, agents or employees, arising out of such damage or injury, and shall indemnify SERCEL from and against any consequences and any claims and demands arising out of such loss, damage and/or personal injury, illness or death, subject however to the rights of the persons concerned or their eligible parties and of any national health service or similar medical system. Vendor hereby agrees to cause all of its insurers, subcontractors and their insurers to waive any right to make claims and any right of subrogation against SERCEL.

Vendor agrees to carry and maintain all appropriate insurance policies to cover all risks relating to its activity and the Order and especially risks relating to the Products, and coverage shall also apply to the tooling or property furnished by SERCEL for performing the Order, when applicable. In the event of any loss or disaster affecting the Products while at Vendor's risk, Vendor agrees to promptly inform SERCEL and SERCEL reserves the right to:

- either terminate the Order and receive a refund of all payments already made in respect thereof,

- or allow Vendor to complete the Order at Vendor's risk and expenses. Upon sending the acknowledgement of receipt of the Order, Vendor undertakes upon first request to provide SERCEL with the insurance certificates covering the aforementioned risks as well as the risks usually covered for any similar activity or the ones carried out by Vendor.

It is Vendor's responsibility to supply SERCEL with all information in respect of the Products as well as conditions of use, handling and storage thereof. Vendor shall give SERCEL written notice of any changes in the specifications of the Products and the documentation associated therewith. Any and all Orders shall be performed by Vendor's employees, who shall always remain under Vendor's sole authority and responsibility. As per the requirements of the French Laws against clandestine works, (law 91-1383, 31st Dec. 1991) and/or any applicable law at the time of the Order, Vendor warrants that the Order shall be performed by regular employees with regards to the labor laws and that all of Vendor's social and tax obligations have been fulfilled. Vendor commits to guarantee and hold harmless SERCEL from and against any and all claims and financial consequences, issued from an action against SERCEL, based or not on the solidarity between Vendor and SERCEL as expressed by the law.

## 14. ANTI-CORRUPTION LAWS

Vendor expressly represents that it is fully aware of and familiar with the provisions of the anti-corruption laws and in particular the French Law (known as the "Sapin Law") prohibiting private and public corruption as well as the United States Foreign Corrupt Practices Act (FCPA), the laws under the OECD anti-bribery convention or the United Nations Convention relating to the bribery of foreign public officials in international business transactions and any local law applicable to the performance of the Order (the "Anti-Corruption Laws"). Vendor represents and warrants that it will not engage in any activity, practice or conduct which would constitute a violation of the said Anti-Corruption Laws and as such, will not, directly or indirectly, offer, pay or agree to pay or offer any payment, gift or other thing of value of any nature to any officials, employees or agents of any government, any department, agency or instrumentality of any government, any political party, or any candidate for political office or other person exercising a public function for a public agency, a public enterprise or a public international organization or more generally to any person (meaning any corporation (including corporate body in any form), partnership (limited or unlimited), trust, instrumentality, unincorporated venture or association and individual) where such payment, gift or other consideration would violate the principles set forth in the Anti-Corruption Laws. As a main commitment, SERCEL rejects every kind of corruption, public and private and Vendor undertakes to comply strictly with Anti-corruption Laws.

## 15. COMPLIANCE - EXPORT CONTROLS

**15.1.** It is Vendor's responsibility to indicate in the relevant Proposal and to supply SERCEL in due course with all information in respect of any Product that is subject to Export Control Laws such as any dual use item pursuant to UE Regulation (UE 2021/821) or "war materiel and related items". Vendor shall provide SERCEL with the appropriate Export Control Classification Number (ECCN) or ITAR code for any supply subject to US Export Control Laws as well as copies of export authorization issued by French Network and Information Security Agency (Agence Nationale de la Sécurité des Systèmes d'Information - ANSSI) or exemption supporting documentation for any supply incorporating encryption. Vendor agrees to inform promptly SERCEL about any change in classification

abovementioned as long as it concerns any item of the relevant Proposal. Vendor undertakes to provide SERCEL with any export license or authorization outlining any existing re-export or transfer restrictions of the Products to a third-party for any item subject to export control laws.

Vendor shall provide at no additional cost and at the earliest upon SERCEL's request, or upon request of SERCEL's duly authorized service provider, any supporting documentation related to the Order such as Certificate of Origin (CO) and Export Control, Harmonized Tariff Code (HTS codes), long-term Vendor's declaration for Products having preferential UE origin status, Certificate of Conformity or declarations stating that the Vendor complies with rules and regulations in force. All necessary documents shall be set forth in the Order and may be requested by SERCEL at any time upon request.

**15.2.** Buyer represents and warrants to comply with all relevant Export and Trade Laws including, but not limited to:

(a) sanctions and restrictive measures which may target specific countries, industries, activities, entities or persons,

(b) dual use export controls or defense trade controls, - these controls target certain equipment, software, services, technologies, know-how and/or data,

(c) relevant import licenses, export licenses or other official government authorizations and customs formalities or relevant conditions.

Vendor hereby represents and warrants that no Product delivered under any Order come from, or are in conjunction with, transactions involving any entity and/or person listed on the US and/or EU or any other applicable sanctioned, Denied Party, specially designated national or restricted party lists.

**15.3** Vendor shall maintain, during the term of the Order, and for at least five (5) years following delivery of the Products or termination of the Order, accurate books and records relating to the Vendor's performance of its obligations under the Order, and shall permit examination and audit thereof by SERCEL personnel and/or designated representatives at all reasonable times during, and after, the term of this Order and upon reasonable written notice.

#### **16. CONFLICT MINERALS**

When minerals such as tantalum, tin, tungsten or gold are necessary to the functionality or production of a product manufactured or contracted to be manufactured by Vendor or a third party, Vendor shall have a policy to reasonably ensure that these minerals do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights

violations in the Democratic Republic of Congo or a neighboring country. Vendor shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to SERCEL upon SERCEL's request.

#### **17. PERSONAL DATA PROTECTION CLAUSE**

To the extent required for the completion of its rights and obligations as regards personal data protection, each Party is entitled in compliance with applicable rules to process the personal data of the other Party and its individual representatives and in return, grants the other Party and its individual representatives a right of access, modification, correction and deletion. In this regard, SERCEL reminds its implementation rules of data privacy laws on its website at <http://www.sercel.com/Pages/Privacy.aspx>.

#### **18. SECURITY OF NETWORK AND INFORMATION SYSTEM**

Vendor represents and warrants to comply with all applicable laws and regulations with respect to security of networks and information systems. Vendor shall notify SERCEL immediately, and in any event within twenty-four (24) hours of such event, when it becomes aware of any Incident, either known or reasonably suspected by Vendor. Vendor shall respond without delay to all queries and requests for information from SERCEL about any Incident.

"*Incident*" means any vulnerability, virus, cyber-attack or any security incident which affects or may affect Vendor's network or information system, such that it could potentially affect or expose SERCEL's, network, information system or data.

#### **19. DISPUTES**

Any disagreement from Vendor in respect of these Terms and Conditions shall be notified in writing to SERCEL within seventy two (72) hours following Vendor's receipt of the Order.

The validity, interpretation, and performance of these Terms and Conditions and the Order, including its termination, shall be governed exclusively by the laws of France. The application of the Convention of International Sale of Goods (Vienna, April 11, 1980) ("CISG") is strictly excluded. Prior to any litigation, the Parties endeavour to solve amicably any dispute that may arise in connection with the present Terms and Conditions. Any dispute or controversy arising out of these Terms and Conditions and/or the Order that Vendor and SERCEL are unable to solve amicably within thirty (30) days shall be submitted to the exclusive jurisdiction of the Trade Court in Nantes, France (Tribunal de Commerce de Nantes).