

GENERAL TERMS AND CONDITIONS OF SALE THALES NEDERLAND B.V.

DEFINITIONS

Conditions	these General Terms and Conditions of Sale.
Customer, you, your	the Party to which Thales addresses its offer or concludes an agreement with.
Direct Damages	the reasonable costs in order to correct defects in the Products.
Party or Parties	Thales and Customer individually or collectively.
Products	products and services that will be supplied by Thales.
Purchase Order, PO	a written purchase order from Customer for Products following an offer.
Thales, we, our	Thales Nederland B.V.

1 APPLICABILITY

These Conditions apply to all our offers and agreements to supply Products to you. We explicitly reject the applicability of any general terms and conditions of purchase of Customer.

2 OFFER, PURCHASE ORDER AND AGREEMENT

2.1 Offer

Our offer shall be valid for thirty (30) calendar days following the date of the offer.

2.2 PO

You will issue a PO in respect of the Products in our offer. We will confirm our acceptance of the PO in writing.

2.3 Agreement

Our written order confirmation will constitute the agreement between you and us for the purchase and sale of the Products, or in the absence of a written order confirmation, the agreement is concluded as soon as Thales has started implementing the agreement (**Agreement**).

3 PRICE AND PAYMENT

3.1 Euro

All prices are in Euro.

The price includes Thales' standard packaging and marking for Products. Off-set obligations are not included in the price. The price excludes any terminal handling charges.

3.2 Taxes

The price excludes and Customer is solely responsible for any and all present or future taxes, duties, levies, imposts, withholdings, fees or other similar charges, including related administrative costs, howsoever arising and of any nature, charged by and/or payable to any governmental, fiscal, customs or other authority outside the Netherlands in respect of, or in any way related to the execution, registration, delivery, ownership and/or the performance of the subject of the offer or Agreement (**Taxes**).

3.3 Net payment

Customer shall make all payments net of any and all Taxes. If Thales is legally required to pay any Taxes that are not included in the price or if Customer is legally required to deduct any of the Taxes from any sum payable to Thales, then the price payable will be increased as may be necessary so that the net amounts received by us after all required deductions (including deductions applicable to additional sums payable) will equal the amount that we would have been entitled to receive if no such deductions were made. You will effect all payments without any deduction or set-off.

3.4 Installments

Thales reserves the right to send invoices periodically. If requested by Thales, you shall pay the price in two or more installments.

3.5 Payment Term

All payments shall be made by you no later than thirty (30) calendar days after the date of the relevant invoice. Thales reserves the right to invoice you even in the absence of a PO, provided that the Products have been delivered in accordance with our obligation. The sending of an invoice shall never be dependent on administrative actions of you.

3.6 Late payment

If you fail to pay as stipulated herein,

- a. you are in default and, as of the due date we shall be entitled to the statutory interest for commercial transactions plus 4%. All judicial and extrajudicial costs in conjunction with the collection of the payment shall be for your account;
- b. we reserve the right to suspend any further deliveries and activities until any delayed payment is made in full;
- c. we further reserve the right to transfer to third parties our rights and title to receive payment under any invoice including the right to any interest and/or other financial charges.

4 DELIVERY, RISK, OWNERSHIP AND ACCEPTANCE

4.1 Delivery date and partial delivery

Any delivery date mentioned by us is an estimated delivery date and shall not be considered a deadline as per article 6:83a of the Dutch Civil Code. We reserve the right to deliver earlier than the estimated delivery date and to perform partial deliveries. In case of partial deliveries, our invoices will be adjusted accordingly.

4.2 Services

Services shall be deemed to have been supplied when the activities have been performed.

4.3 Storage

If Customer fails to collect the Products, we will store the Products for your account and risk.

4.4 Incoterm

We will deliver the Products Free Carrier (FCA) Hengelo or Huizen, the Netherlands, in accordance with the Incoterms in force on the date of the Agreement (Incoterm).

4.5 Ownership and risk

- a. Thales shall retain title to the Products delivered or sold until it has received payment in full. In order to facilitate the identification of Products, until title has passed to it, the Customer shall (i) not remove or obscure any identifying marks on the Products, and (ii) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Thales' property. In case of Products delivered in Germany, the retention of title is subject to German law and includes the extended retention of title ("Verlängerter Eigentumsvorbehalt").
- b. Risk shall pass to Customer in accordance with the applicable Incoterm.

5 EXPORT

5.1 Compliance with export license

- a. If the Products or any part thereof or any information relating thereto is subject to any import or export license by any Government, Customer shall strictly comply with such license and shall not resell, divert, transfer, transship on a non-continuous voyage or otherwise dispose of the Products or any information relating thereto in any other country than the country for which the license is granted, either in its original form or after being incorporated through an intermediate process into other products, without the prior written approval of the relevant competent authorities obtained via Thales.
- b. If the Products or any part thereof are subject to:
 - Article 12g of Regulation (EU) 2023/2878 of 18 December 2023, amending Regulation (EU) No

833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine;

- Article 8g of Regulation (EU) 2024/1865, amending Regulation (EU) No 765/2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine; or
- to any relevant amendment to these regulations,

Thales hereby flows down these clauses to Customer. Customer shall comply with the restrictions as mentioned in Article 12g of Regulation 2023/2878 and Article 8g of Regulation 2024/1865. Any breach thereof must be reported by the Customer to Thales without undue delay. In case of violation of this clause, Thales has the right to terminate this agreement with immediate effect and to claim all damage Thales incurs due to such violation.

5.2 Information

Customer shall timely provide all documents and information that Thales needs in order to apply for any import or export license(s).

6 ACCEPTANCE

6.1 Incoming inspection

Customer shall inspect the Products within twenty-one (21) calendar days after delivery in accordance with the Incoterm. If Thales does not receive a written notification within such period, the Products shall be deemed in conformity with the Agreement and accepted by Customer. Partial or complete use or putting into service of the Products by others than Thales prior to acceptance as hereinabove mentioned shall automatically constitute full acceptance of the relevant Products, with all effects attached thereto.

6.2 Return of Products

You shall only return Products to Thales after our prior written approval. Such return shall be for your account and risk.

6.3 Minor shortcomings

Minor shortcomings shall not forestall acceptance. Thales shall remedy such shortcomings as soon as reasonably possible in accordance with its warranty obligations as set out in article 9.

6.4 Modifications to the Products

We reserve the right to make modifications to the Products that do not have a material impact to our intended use of the Products.

7 INTELLECTUAL PROPERTY

7.1 IP ownership

The intellectual property rights related to any part of the Products including reports, drawings, technical documents, computer software, descriptions, (user) interfaces, designs, models and the like, and the results of any development shall be owned by Thales or its suppliers as the case may be.

7.2 License

Thales will grant you non-exclusive and non-transferable user rights as required for receiving, inspection, approval and operation of the Products.

You shall not:

- modify, adapt, alter, translate or create derivative works from the software included in the Products;
- distribute, sublicense, lease, sell, commercialize, rent, loan or otherwise transfer the software to any third party; or
- reverse engineer, decompile, disassemble or otherwise attempt to derive the source code from the software.

7.3 Open source and commercial off the shelf software

'Open source software' and 'commercial off the shelf software' included in the Products is subject to the license conditions of the third party providing such software. In case of a discrepancy between the third party's license conditions and the Agreement, the third party's license conditions shall prevail.

7.4 Patent infringement

Thales indemnifies Customer against any valid claim regarding patent infringement in the Netherlands concerning the Products, provided that you (a) promptly notify us in writing about such claim to enable us to entirely take over the defense and settlement of such claim, and (b) upon our request, assist us and make all information available for this purpose.

The indemnification only applies if the Products are used as intended by Thales and have not been changed by you.

8 CONFIDENTIAL AND CLASSIFIED INFORMATION

8.1 Confidentiality

You shall not use our confidential information for purposes other than in direct relation with the dealings between you and us. You shall treat the confidential information with at least the same degree of care as you would use in respect of your own confidential information of similar importance, but in any event a reasonable level of care.

8.2 Classified Information

You shall treat information marked with a government security classification strictly in accordance with all applicable (government) security regulations.

9 WARRANTY

9.1 Warranty

Thales warrants that the Products shall be free from defects in design and workmanship for a period of twelve (12) months after delivery in accordance with the Incoterm. For Products that we source at a third party, the warranty provisions of the third party apply.

9.2 Remedy

In case of an alleged warranty breach, you shall notify us in writing within ten working days after discovery of such breach. At our discretion our warranty is limited to repairing the defective Product, either at your premises or elsewhere, or to sending a replacement Product or part thereof. In the case of defective services, our obligation is limited to re-performing such services. Any additional activities, including transport costs, travelling and accommodation, as well as assembly and disassembly, shall be for your risk and account.

9.3 Replaced Products

If we, in order to fulfill our warranty obligation, replace Products or parts thereof, the replaced Products or parts thereof shall become our property.

9.4 Exclusions from warranty

The warranty excludes any defects which arise from:

- failure to observe the operating, storage and maintenance instructions;
- any use other than Thales intended or anticipated;
- normal wear and tear, and corrosion or exposure to the elements;
- repairs, alterations or replacements of the Products or parts thereof or services performed by others without our written approval;
- working methods and instructions applied at your request; or
- goods, material or information supplied by or on behalf of you.

9.5 Repair after warranty

If a Product is repaired after expiration of the warranty period, Thales warrants such repair for a period of six (6) months in accordance with the conditions set out in this article 9.

10 TERMINATION

10.1 Premature termination

The Agreement may only be terminated prematurely in whole or in part:

1. by a Party in the event:
 - a. the other Party has been granted suspension of payments or has been declared bankrupt or insolvent;
 - b. Thales is unable to perform the Agreement for a period of more than six months as a result of a force majeure event.
2. by Thales in the event:

Customer fails to perform its payment obligations or any other obligation under the Agreement.

10.2 Written notification

The Party seeking to wholly or partly terminate the Agreement shall notify the other Party thereof by registered letter.

10.3 Compensation

In case of termination of the Agreement, other than for Thales' default, you shall reimburse us for all costs associated with the performance or partial performance of our obligations and for those commitments already entered into relative to the Agreement, including all surcharges applied by Thales for general costs and profit.

11 MISCELLANEOUS

11.1 Amendments

No amendment of an Agreement shall be binding upon either Party unless it is in writing and duly signed by both Parties.

11.2 Assignment

No Party can assign rights or obligations of an Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld; except as set out in article 3.6.c and except that we may, on written notice to you, assign any of our rights or obligations under the Agreement to affiliated companies or to a purchaser of all or substantially all of the assets in the subject field of the Agreement.

11.3 Liability

- a. Thales' liability for defective Products is limited to performance of the warranty obligations described in article 9.
- b. If Thales is held to be liable, then irrespective of the grounds for liability, including indemnities and/or breached warranty obligations, any obligation to compensate shall be limited to Direct Damages and shall not exceed (i) the sales value of the Product causing the damage or, in case the damage is not caused by a specific Product, (ii) 50% of the price of the Agreement effectively paid in the twelve (12) months preceding the event giving rise to such liability.
- c. Limitations or exclusions of liability do not apply only insofar as the damage is the result of an act or

omission by Thales' management, done either with the intent to cause such damage, or recklessly and with the knowledge that such damage is likely to occur.

11.4 Indemnification

Notwithstanding article 7.4, you shall hold harmless and indemnify us against any and all claims from third parties arising from or in connection with the Agreement or its performance or the use of the Products or any information relating thereto.

11.5 Force Majeure

Force majeure means any circumstance that hinders fulfillment of the Agreement and that cannot be attributed to Thales or our suppliers, and includes but is not limited to war, threat of war, riots, import or export restrictions imposed by any Government, strikes, workers' lockout, transport difficulties, terrorist acts, epidemics, fire and acts of God.

In the event we are prevented from performing the Agreement due to force majeure, we are entitled to suspend performance for the period of the force majeure event plus the period required to overcome the consequences of such force majeure event and/or to amend the Agreement to fit the changed circumstances. We shall not incur any liability in connection with such force majeure event.

11.6 Prevention of corruption

Customer shall always act in accordance with the applicable national and foreign laws and regulations applicable to the prevention of risks of corruption and influence peddling. Whether directly or through third parties, Customer shall not offer or promise any gift or advantage to a person, for itself or for others, with the purpose that this person abuses or because this person would have made illegitimate use of its real or supposed influence in order to obtain distinctions, jobs, contracts or any other favorable decision. Customer shall not solicit or accept for itself any offer, promise, gift or advantage of any kind, to make illegitimate use of its influence for the purpose of making or obtaining any favorable decision. Customer declares to have implemented a compliance program that meets the requirements of applicable national and international laws, insofar as the Customer is subject to this requirement.

11.7 Absence of a politically-exposed person

Each of the Parties hereby represents and warrants that none of its legal representatives is, or has been for the last three years, or will be at any time during the term of the Agreement, a politically exposed person, or a person closely associated to such politically exposed person (either in business or personally), who:

(i) is or appears to be, by virtue of his/her function or mission (past or current), able to influence the

Customer's / end-customer's final decision regarding the award of a contract, or

(ii) is able to influence the position to be taken by the Customer or the end-customer within the frame of the performance of a contract.

In case where, during the term of the Agreement, either Party would become aware of any circumstance likely to put into question this representation and warranty, it would have to promptly inform the other Party thereof.

11.8 Protection of Personal Data

In the context of this Agreement, as soon as either Party carries out any processing of the other Party's personal data, the Parties shall conduct such processing, each as a data controller, only for the following purposes: (i) with respect to Thales, to provide the Products, to invoice the Customer, and to manage the contractual relationship and, (ii) with respect to the Customer, to pay Thales, to receive the Products, and to manage the contractual relationship. As such, each Party undertakes to comply with the applicable data protection legislation and to provide to each of the relevant data subjects the information notice as provided by the other Party in order to enable the latter to comply with Article 14 of EU Regulation 2016/679 relating to the processing of personal data. Concerning Thales, the information notice is available at www.thalesgroup.com/nl/privacy-notice.

11.9 Severability

If any provision in these Conditions is found to be invalid or unenforceable: (a) the validity and enforceability of the remaining provisions shall not be affected; and (b) the Parties shall replace such provision by a valid and enforceable provision approximating the purpose of the invalid or unenforceable provision.

12 APPLICABLE LAW AND DISPUTE RESOLUTION

12.1 Applicable law

Dutch law applies to the dealings between you and us. The applicability of the United Nations Convention on contracts for the International Sale of Goods is excluded.

12.2 Dispute resolution

Disputes between you and us will be settled by the competent court in the Netherlands or, if Thales so elects, under the *Rules of Arbitration of the International Chamber of Commerce* by one or three arbitrators appointed in accordance with said Rules. The place of arbitration shall be Geneva, Switzerland. The arbitral procedure shall be conducted in English. If you are established in the Netherlands, Thales may also elect to settle our disputes under the *Arbitration Rules of the Netherlands Arbitration Institute* by one or three arbitrators appointed in accordance with said Rules. The place of arbitration shall be Rotterdam, the Netherlands.