

I. Scope of application, Contract Formation, Terms of Contract

1. These General Terms and Conditions of Sale ("GTC") govern the sale of products ("Products") and, as the case may be, the provision of associated services ("Services") by Corning SAS ("Corning") to any entity operating as a business which places an order for such Products and/or Services ("Customer"). The general terms and conditions of Customer shall only apply if Corning confirms their applicability in writing.

2. Offers and quotations made by Corning are non-binding. A binding contract ("Contract") is concluded when (i) Corning issues a written acceptance of Customer's order ("Order Confirmation"), or (ii) in the absence of an Order Confirmation, if and when the Products and/or Services are delivered.

3. These GTC constitute, along with the Order Confirmation, the entire Contract between Corning and Customer with respect to the sale of Products and the provision of Services.

4. Any changes, alterations, amendments or additions to the Contract shall not be binding unless such changes, alterations, amendments or additions have been accepted in writing by Customer's and Corning's respective duly authorized representatives.

5. These GTC may be modified from time to time by Corning, by written notice to Customer. Such modifications shall be binding upon Customer with respect to all purchase orders placed after the date of such notification.

II. Delivery, Risks and Title Transfer

1. Unless otherwise provided in Corning's Order Confirmation, this is an ExWorks (Incoterms® 2020) Corning's premises delivery (hereinafter "Delivery").

2. All risks associated with the Products shall transfer to Customer upon Delivery.

3. Unless Delivery date of the Products / time of performance of the Services has been explicitly agreed as binding between Customer and Corning in writing, such date is set forth in the Order Confirmation for indicative purposes only ("Projected Date of Delivery"). For the sake of clarity, if the Projected Date of Delivery is not met, Customer shall have no right to cancel the Contract and Corning's liability for delay shall be excluded.

4. If Delivery of Products is unduly postponed at the request of Customer or due to Customer's delay or failure to collect the Products, Customer shall pay a storage fee to Corning amounting to fifteen (15) euro per square meter and per week, and Customer shall reimburse Corning for any extra costs (other than storage costs) incurred.

5. Retention of Title

5.1. Title to the Products delivered by Corning shall pass to Customer upon receipt of full payment of the purchase price of these Products. Should Customer fail to make payment for the Products when payment is due, Corning is then entitled to retake possession of these Products at Customer's expense.

5.2. As long as title to the Products belongs to Corning, Customer is obliged to maintain the Products with due care. Customer shall notify Corning without undue delay of any seizure of the Products or other intervention by third parties affecting the Products, and of any loss, damage or destruction.

5.3. Customer has the right to sell the Products in the ordinary course of business. If the third-party purchaser does not fulfil its payment obligation immediately, Customer is only allowed to sell the Products when reserving title. Customer is not entitled to use the Products as security for any claims of third parties. Customer hereby assigns to Corning and Corning accepts the assignment of all claims that Customer may have against third parties arising from that resale. Customer shall have the revocable right to collect the assigned receivables. If Customer is in payment default, Corning has the right to collect the assigned receivables; upon Corning's request, Customer shall disclose the assignment to the respective third-party debtor in writing and hand-over to Corning any information necessary for the collection of the assigned claim.

5.4. If the Products are modified or converted by Customer, Customer shall act on behalf of Corning. If other goods are combined with the Products delivered, Corning holds joint title proportionate to the value of the Products as compared with the value of the other goods. In addition, with regards to the modified or converted goods, the same rules shall apply as in case of the sale of the Products to third parties, however, the assignment of the receivables from a sale of those goods shall be limited to the co-owned fraction.

III. Pricing, Payment Terms, Payment Delays and Defaults

1. Prices include Corning standard packaging.

Prices are net prices. Any VAT, sales, use or similar taxes (including withholding taxes but excluding tax on Corning's net income) arising from the sale of Products and/or the performance of Services shall be borne by Customer.

2. Corning shall be entitled to invoice Customer on the earlier of the date of Delivery, the date when Corning notifies Customer that it is ready to ship or the date of shipment of the Products and, with respect to Services, on the date of performance of the Services.

3. Unless otherwise provided in the Order Confirmation, payment shall be made in Euro and shall be due and payable prior to shipment of the Products and performance of the Services if any (cash in advance based on pro forma invoice).

For any new customer and/or in case of payment incident and/or of substantial deterioration of Customer's financial condition, Corning reserves the right to request anticipated payment of outstanding invoices and/or advance payment before production for any new order and/or suspend the fulfillment of its contractual duties until Customer provides satisfactory security. Corning may cancel or suspend accepted orders if Customer does not comply with such demand timely.

4. Failure to pay an outstanding invoice when due entails, without any notice, the following consequences:

- all other invoices issued to Customer become immediately payable;
- any discount or rebate agreed and not settled yet by Corning shall be automatically cancelled;
- accrual of interest for late payment calculated on the basis of the interest rate applied by European Central Bank at its most recent refinancing operation increased by ten (10) points of percentage;
- the right for Corning to suspend the performance of, or to cancel, any order and to reject or postpone any new order issued by Customer;
- application of the lump-sum compensation for recovery costs in the amount of forty (40) euro.

By way of guarantee for payments owed by Customer, it is expressly agreed with Customer that Corning shall be subrogated into the rights of Customer with respect to all sums or indemnities that could be owed to Customer for any reason whatsoever, and particularly related to insurances, up to the amount of the price of the Products delivered and unpaid.

The present clause is without prejudice to any other claim or remedy as may be available to Corning pursuant to applicable law.

IV. Factory Acceptance Test, Inspection, Warranty

1. **FAT.** Corning shall notify Customer ten (10) business days in advance of the date of the factory acceptance test ("FAT") that shall take place on Corning's site, to enable Customer's representative to attend such FAT. Corning shall test the Products before Delivery, in order to verify that said Products comply with the specifications. Upon successful completion of the FAT, a representative of Corning and Customer shall sign a "Certificate of Compliance" certifying that the Products fully comply with the specifications. If Customer has not attended the FAT, Customer shall be deemed to accept the Certificate of Compliance issued by Corning. If the FAT shows that any of the specifications is not met, the matter shall be handled in accordance with the Warranty provision below.

2. **Inspection.** Customer shall inspect the Products and notify any apparent non-conformity to Corning (or to the carrier, with copy to Corning, depending on the applicable Incoterm) by registered letter

with acknowledgement of receipt within three (3) calendar days from Delivery. Customer is not entitled to make any claim relating to physical damage and/or, quantity, weight, packaging or loss of the Products after such time period.

3. Warranty.

a. Customer is a professional having full knowledge of the Products and of their use. It is the Customer's responsibility to provide Corning with its specific requirements for lead equivalence. Customer relies on its own skill and judgement as to the suitability of the Products for any intended purpose, including but not limited to Products adapted, designed or manufactured according to specifications provided directly or indirectly by Customer. It is the responsibility of Customer to ensure that the proposed application of the Products is appropriate and that such application complies with all applicable local and national legislation, standards and other requirements. Consequently, Customer expressly accepts the limitation of warranty and limitation of liability provided in the present GTC.

b. Corning warrants that the Products delivered to Customer pursuant to these GTC comply with the specifications referred to in the Order Confirmation.

c. Such warranty shall remain in force for a period of twelve (12) months as from the date of the Certificate of Compliance ("**Warranty Period**"). In case of replacement of Products, the remainder of the Warranty Period shall apply to the replacement Products. Corning shall not be liable for any non-conformity that appears or is notified after the end of the Warranty Period.

d. Customer shall inform Corning immediately after discovery of any non-conformity. All claims regarding non-conforming Products must be made in writing to Corning (with appropriate unused samples, to the extent available, in such amounts as Corning reasonably requests) before the expiration of the Warranty Period. Customer shall not return non-conforming Products to Corning unless it is accompanied by Corning's Return Material Authorization.

e. Corning will have the possibility to investigate any warranty claim within a reasonable period of time from the notification of the non-conformity by Customer. Customer shall give access to Corning to relevant records and data for this purpose.

f. If the Products do not conform to this warranty, Corning will, at its option and cost, either repair the Product, replace the Product or refund Customer of the price paid for the Product (excluding any ancillary costs such as de-installation, re-installation, transportation costs). The remedy selected by Corning shall be Customer's sole and exclusive remedy.

g. Corning makes no warranty (i) as to Products that have not been stored, maintained, installed, used or operated in compliance with Corning's written instructions, prevailing industry standards, or applicable law, (ii) as to Products that have been altered or modified by Customer, where such alteration or modification is the cause of the non-conformity of the Products, (iii) as to any non-conformity arising from Corning's actions but caused by any drawing, design or specification supplied by Customer, (iv) as to Products that differ from the specification as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements and no warranty of fitness for a particular purpose, or representation or guarantee as a result of the delivery of any sample, prototype, product information sheet, sale or marketing material, custom, trade practice or statement by a representative of Corning.

Without prejudice to any statutory warranty under applicable law, Corning shall not be liable for any defects occurring after the Warranty Period. It is expressly agreed between the parties that if Customer is of the same professional specialty as Corning, the warranty for hidden defects as per articles 1641 and seq. of French civil code is expressly excluded.

h. Corning only warrants that it shall perform the Services (if any) in a reasonably professional and diligent manner.

In case of Services not conforming to the limited warranty provided above, Corning shall (at Corning's cost and within a reasonable time), at its discretion, cure the non-conformity either by repeating any

and/or all parts of the Services affected by the non-conformity or refund the Service price. Claims to cure non-conforming Services are subject to a period of limitation of twelve (12) months as from the date of completion performance of the relevant Service.

V. Intellectual Property

1. All intellectual and industrial property (together "**Intellectual Property**") rights existing or coming into existence due to the design, manufacture and marketing of the Products and/or the performance of the Services by or for Corning shall be owned by Corning.

2.1. With regard to third-party Intellectual Property rights, Corning solely warrants (subject to the terms set out in clause V.2.2.) that the manufacture of the Products by Corning and the specifications of the Products do not infringe third-party Intellectual Property rights in the countries of the European Union. The parties shall notify each other promptly in writing if they are sued for infringement of any such rights.

2.2. Claims for infringement of third-party Intellectual Property rights are excluded if the infringement was due to (i) the use of the Products in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of the Customer; (ii) instructions and requirements (regarding, inter alia, the specifications or design) prescribed by the Customer; (iii) the use of the Products by the Customer or its customers in practice in a manner inconsistent with the Contract or specifications; (iv) any unauthorized modification of the Products; and/or (v) use of the Products after receiving notice of an (alleged) infringement of third-party Intellectual Property rights.

2.3. Subject to clauses V.2.2. and V.3. in the event that with respect to any such third party claim for infringement it is finally determined by the applicable court of law that the Products infringe the Intellectual Property rights of such third party, Corning will, at its election and expense, modify or replace the Products such that they no longer infringe such third-party rights and continue to function and operate as the Products originally would have (i.e. if they had not infringed such third-party Intellectual Property rights), or obtain a licence enabling the Customer to use the Products. If Corning is unable to do either of these things within a reasonable time, the Customer may terminate the Contract or claim a reasonable reduction of the purchase price.

Claims for damages other than those governed by clause VI of these GTC are excluded.**3.** Customer shall indemnify and hold harmless Corning, its affiliates, officers, employees, agents, successors, directors, shareholders, and assignees ("**Corning Indemnitees**") from and against any and all losses, claims, demands, liabilities, damages, judgements, penalties, costs and expenses (including attorney and accounting fees) that Corning Indemnitees may incur as a result of (i) Customer's failure to perform Customer's obligations under the Contract and/or (ii) an assertion or claim that Customer's use or modification of a Product or the sale of any product produced by Customer using a Product, or a Product manufactured to Customer's designs or specifications or specifically designed by Corning or its supplier to meet Customer's requirements infringes, violates or otherwise misappropriates any third party's Intellectual Property or other proprietary right.

VI. Liability

1. Corning's liability for any direct loss, cost or damages arising out or in relation with these GTC shall, in no case, exceed the price of the Products (or Services if applicable) giving rise to the claim. Any claim of Customer shall be brought within twelve (12) months from Delivery of the relevant Products (or Services).

2. In no event, shall Corning be liable for any (i) indirect or consequential loss, cost or damage, (ii) loss of profit, loss of capital, loss of use, loss of production, business interruptions or any other similar economic loss or (iii) damage, cost or loss resulting from or in relation to Products operated, used or maintained negligently by Customer or not in compliance with Corning's instructions.

3. These limitations and exclusions apply to any claim regardless of its legal basis (whether in contract, tort, strict liability as per notably articles 1245-1 and seq. of the French Commercial Code or otherwise). However, nothing herein is intended to discharge Corning of its liability

with respect to fraud, willful deceit (“*dol*”), gross negligence (“*faute lourde*”), breach of its material contractual obligations, personal injury or death or of any liability mandatory under French law. If such mandatory liability is applicable, Corning's liability shall be limited to the absolute minimum required by French law.

4. Customer shall promptly notify Corning upon knowledge of any accident or incident involving Corning's Products which results in a personal injury or damage to property. Customer shall fully cooperate with Corning in the investigation and determination of the cause of such accident or incident.

In no event, these notifications to Corning or investigations by Corning shall be construed as an assumption or admission of liability by Corning for such accident or incident.

VII. Confidentiality

1. If Customer and Corning have previously executed a non-disclosure agreement governing the transactions anticipated by these GTC (the “**NDA**”), then the NDA shall apply mutatis mutandis to the transactions undertaken pursuant to these GTC.

2. If no NDA exists, then Customer and Corning each agree that:

(i) all information provided hereunder to one party by the other party, which the disclosing party has designated in writing as being confidential, will be kept confidential by the receiving party using the same standard of care the receiving party uses to protect its own confidential information, though not less than a reasonable standard of care; and shall not be sold to or disclosed in any other manner to any third party by the receiving party; and shall only be used by the receiving party for the purpose of performing its obligations hereunder. The preceding sentence shall not apply to: (a) information which at the time of disclosure hereunder is in the public domain; (b) information which after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the receiving party; or (c) information which the receiving party can document through written records as having been in its possession at the time of its disclosure.

(ii) Legal obligations or obligations imposed by a governmental or regulatory authority to disclose information remain unaffected; to the extent allowed under applicable law, the receiving party shall inform the disclosing party before disclosing confidential information on that ground, will furnish only that portion of the confidential information which is legally required, and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the confidential information.

(iii) Customer will not attempt to reverse engineer, deconstruct or in any way determine the structure or composition of any products, samples or prototypes provided by Corning.

3. The obligations under this clause shall survive for a period of five (5) years from Delivery of the Products or provision of the Services, whichever is later.

VIII. Export Licensing

Fulfillment of the Contract by Corning is expressly conditional upon the following: (i) any and all required licenses, authorizations and/or formalities under applicable export and sanctions regulations have been granted/fulfilled; (ii) there are no impediments to Corning's performance arising from any applicable export and/or sanctions regulations; and (iii) Customer warrants the Products will not be exported, re-exported, or transferred by Customer unless such export, re-export, or transfer complies fully with all applicable export and sanctions regulations. Customer agrees to indemnify Corning from and against any claims, costs, penalties, fines, or other direct or indirect losses incurred by Corning as a result of Customer's failure to comply with this clause, and Corning shall have no liability of any kind to Customer under the Contract in the event Corning is unable to perform due to the failure of one or more of the foregoing conditions.

IX. Force Majeure

If Corning's performance is prevented, restricted or interfered with due to events that constitute a substantial impediment to the performance

such as inclement weather, fire, flood, earthquake or other natural disasters, strikes, lock-outs, governmental acts, civil disorder, terroristic acts, disruptions of business or transport, shortage of raw material or energy, cyberattacks, pandemic, communicable disease outbreak or epidemic, or any other cause not within the control of Corning, Corning shall be excused from such performance for the duration of such impediment plus an adequate start-up time. If the delays caused by such impediments exceed a period of ninety (90) days, either party shall have the right to terminate any order affected by such delays. The statement of termination must be in writing. Unless otherwise provided by applicable mandatory law any right to claim compensation and/or indemnification shall be excluded.

X. Governing Law

This Contract shall in all respects be construed and operate as a French contract in conformity with French law, excluding any of its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply to the Contract.

XI. Dispute Resolution

Any dispute between the parties arising from the execution of or in connection with this Contract (including its existence, validity or termination) shall be submitted exclusively to the Commercial Court of Paris, France.

XII. Contract Suspension and/or Termination

1. If Customer is in default of any material provision of this Contract (including the failure to i) make any payment when due or ii) purchase the agreed upon quantity of Products), then Corning may suspend its performance under the Contract until Customer cures the default. Corning may also terminate the Contract as of right if Customer fails to cure the default within thirty (30) days upon receipt of a written notice from Corning demanding remediation. The rights granted under this clause are in addition to any other rights, claims, remedies or damages that Corning may have at law.

2. In case of suspension or termination of the Contract for any reason whatsoever, Corning shall be entitled to recoup cost plus reasonable profit, and:

- i) Any outstanding invoice shall become immediately payable; and
- ii) Corning shall be entitled to keep any amounts already paid by Customer, as well as amounts to be paid by Customer under i); and
- iii) Corning shall be entitled to invoice any amount (provided it has not been previously invoiced) that corresponds to the costs incurred by Corning up to the date of suspension or termination plus reasonable profit, and Customer shall pay such amount.

XIII. Miscellaneous

1. Tools. The charges listed for tools in the Order Confirmation, if any, are based on the manufacture of Products in the quantities specified by Customer's order. Unless changes are made in design, specifications, etc., a charge for tools will be made on the first order only. Corning retains title to all tools and will keep them in repair and make necessary replacements without additional charge. Tools may be scrapped three (3) years from the date of the last order unless special arrangements are made.

2. Made to Orders. Orders for Products specifically designed and/or specifically manufactured at Customer's request, are known as “Made To Orders”. In case of Made To Orders, Customer shall be obliged to purchase and pay the whole manufactured quantity, even if this does not correspond to the quantity ordered, provided the difference shall not exceed plus or minus fifteen percent (15%). Made To Orders cannot be cancelled by Customer and Products manufactured for Made To Orders cannot be returned by Customer (unless they are Non-Conforming Products or Customer indemnifies Corning by paying the full price of the Made To Order).

3. Other than any payment obligations, Customer may not assign or transfer any or all of its rights or obligations under the Contract or dispose of any right or interest in the Contract without the prior written consent of Corning.

4. The right of Customer to offset payment is restricted to counterclaims that are either undisputed or confirmed by a legally binding court order. Customer's right to withhold payment is restricted to counterclaims resulting from the Contract and can only be exercised if and when such counterclaims are either undisputed or confirmed by a legally binding court order.

5. If any provision of the Contract is held invalid or unenforceable, the remaining provisions shall not be affected thereby. The parties shall replace the invalid or unenforceable provision by a valid provision corresponding as close as possible to the legal and economic purpose of the invalid provision.

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