

## GENERAL CONDITIONS OF PURCHASE

### ARTICLE 1-SCOPE

The present general conditions of purchase (hereafter the "GCP") apply to all orders (hereafter the "Orders") and delivery instructions (hereafter the "Delivery Instruction") from our company (hereafter the "Buyer"), whether it concerns purchase of goods or raw materials (hereafter the "Goods") and/or the performance of services (hereafter the "Services") from suppliers and/or service providers (hereafter both referred to as the "Supplier").

The acceptance of any Order or Delivery Instruction or the commencement of any work or the performance of any Services hereunder shall constitute unconditional and unqualified acceptance by the Supplier of the Order or Delivery Instruction and the GCP as part of the contract between the parties. Any and all terms and conditions of the Supplier, whether contained in a quotation or otherwise, shall not apply, even if the Buyer did not expressly oppose them.

### ARTICLE 2- CONTRACTUAL DOCUMENTS

All Orders and Delivery Instructions from the Buyer are governed by the GCP, completed, if any, by the contract for supply of Goods or Services, the technical specifications and the price conditions agreed between the Parties on an annual, monthly or case by case basis (hereafter the "Price Conditions"). All these documents or any amendment thereof shall form the contract between the parties (hereafter the "Contract"), excluding any other document, specifically the Supplier's offer, which shall not be considered as binding except to the extent of any statement or representation (whether oral or written) believed by the Buyer to have been made by or on behalf of the Supplier in connection with the Goods or Services or having influenced the decision of the Buyer to issue the Order. The Orders from the Buyer are made through a written order form; the Delivery Instructions are made through an email confirming the Price Conditions. In case of contradiction between the different contractual documents, the order of precedence shall be the following: 1) the Order or Delivery Instruction, completed, if applicable, by the Price Conditions; 2) the contract for supply of Goods or Services, if any; 3) the GCP; 4) the technical specifications.

### ARTICLE 3- ORDERS

The acceptance of the Order or Delivery Instruction by the Supplier shall be made through a written order acknowledgement of receipt which shall not contain any reservations or modifications of the Buyer's terms including but not limited to the GCP (hereafter "AR") within a maximum deadline of five (5) calendar days as from the sending of the Order or Delivery Instruction by the Buyer. Before receipt of the AR by the Buyer, any Order or Delivery Instruction may be cancelled by the Buyer by written notification to the Supplier, with immediate effect, at any moment, without any particular formality and without any liability on the part of the Buyer. Any Order or Delivery Instruction without AR, which would not have been cancelled in compliance with the above mentioned provisions and which would have been partially or totally performed by the Supplier shall be considered as accepted. Any modification, even minor, to the Order or Delivery Instruction, shall be subject to the prior written consent of the Buyer and shall be made through an amendment to the Order or Delivery Instruction or through a new Order which supersedes the former one.

### ARTICLE 4- DELIVERY

**4.1** Deadlines for delivery of Goods or performance of Services shall be set forth by the Buyer in the Order or Delivery Instruction. Unless otherwise agreed between the Parties, this deadline is mandatory and shall be considered as of the essence of the Order or Delivery Instruction. The Supplier shall immediately inform the Buyer of any event that may jeopardize this deadline.

**4.2** In case the Supplier does not meet the delivery deadlines, it shall indemnify the Buyer against all and any additional expenses, losses and costs or other consequences resulting therefrom. Any further statutory or contractual rights of the Buyer in particular the right to claim damages and/or the right to terminate the Contract, in whole or only in part, remain unaffected. If the Buyer terminates the Contract, it is entitled to demand damages in lieu of the performance of the Contract. These damages include, but are not limited to, the purchase price for the Goods ordered from any supplier or for the Services performed by another supplier.

**4.3** The Supplier shall deliver the Goods according to the Buyer's requirements and in a packaging suitable to their nature, transportation mode and storage, so that the Goods are delivered in perfect conditions. Each Good shall be packaged in accordance with labelling and packaging conditions required by the legislation applicable to transport and the packaging shall bear the number of the Order or Delivery Instruction, the description of the Goods and their quantity. Any damage to the Goods resulting from an inappropriate packaging shall be charged to the Supplier.

### ARTICLE 5- GOODS AND SERVICES RECEPTION

**5.1** The Goods and/or Services shall in all aspects comply with the specifications agreed between the Parties in the Contract, specifically in terms of quantity, quality, performance and delivery deadline. If the Parties have agreed on a reference or standard in the form of a sample or otherwise, the Goods delivered shall comply with this reference or standard. The Supplier undertakes to determine and implement all necessary resources in personnel and materials necessary to the good performance of the Order or Delivery Instruction.

**5.2** The Buyer may refuse, in whole or in part, the Goods and Services by simple letter, fax or email in case of non compliance with the Order, Delivery Instruction or any other contractual document (including but not limited to non compliance with delivery deadlines, incomplete delivery or surplus delivery). In such a case, the Buyer shall not be obligated to pay for the Goods or Services concerned.

**5.3** Any Good refused shall be taken back by the Supplier at its own cost and risk, within eight (8) days as from the refusal notification. Failing that, the Buyer may send them back to the Supplier, at the cost and risk of the Supplier. The Buyer may also at its option, destroy the Goods.

**5.4** Absence of contestation and/or reserves upon delivery and/or the payment for the Goods or Services, shall not be considered as a definitive acceptance of the Goods and/or Services, nor as an agreement on the amount invoiced and shall not in any way be considered as a waiver by the Buyer of any other breach of any provision.

**5.5** No payment shall be due by the Buyer to the Supplier for Goods and/or Services refused.

**5.6** Notwithstanding any other rights and remedies available to the Buyer in Contract or in law which remain unaffected, in case of non compliant Goods and/or Services due to the Supplier, the Buyer shall be entitled to recover from the Supplier contractual penalties to the extent and as agreed in the Contract. The Buyer's rights under Article 8 hereunder remain unaffected.

### ARTICLE 6- TRANSFER OF TITLE AND RISKS

**6.1** The transfer of risks of the Goods shall occur according to the delivery conditions indicated in the Order or Delivery Instruction (INCOTERM ICC Edition 2010).

**6.2** Unless otherwise provided in the mandatory provisions of the applicable law, transfer of title of the Goods shall occur at the same time as the transfer of risks or upon earlier payment, if any. The Supplier shall not seek to apply any reservation of title clause, unless the Buyer has expressly approved such in writing. The Supplier undertakes that no reservation of title clause shall be stipulated by any of its own suppliers for any material delivered by the said suppliers and integrated in the Goods sold to the Buyer.

**6.3** The risk and title in any Goods rejected or not delivered to the Buyer shall revert to or remain with the Supplier upon notification of the rejection.

**6.4** Neither the Supplier nor a sub-supplier nor any other person shall have a lien on any Goods which have vested in the Buyer for any sum due to the Supplier, sub-supplier or other person.

### ARTICLE 7- PRICE, INVOICING AND PAYMENT CONDITIONS

**7.1** The Price for Goods and/or Services is set forth in the Order or in the Price Conditions. The price set forth shall be considered as a lump-sum, firm and non revocable price. It pays the Supplier any expenses, disbursements, charges and/or any obligations of any kind; the price is deemed to take into account all the circumstances and specifics of the Contract; it includes specifically the packing and packaging costs as well as the potential transportation costs, depending on the INCOTERM chosen.

**7.2** No price increase shall apply without the prior written consent of the Buyer.

**7.3** Except for Goods stored in consignment and except if otherwise provided under the mandatory provisions of the applicable law, each invoice shall correspond to one Order or one Delivery Instruction and shall be issued at the earliest upon the delivery date of the Goods or the date of execution of the Services. When a payment is linked to a certain date in the Services, the corresponding invoice shall be subject to the complete and effective performance of such phase. Each invoice shall be drawn up in compliance with all applicable legal regulations and shall mention the date, Order or Delivery Instruction number and, if applicable, the delivery note number. Unless otherwise stipulated, invoices shall be sent to the address of the Buyer's registered office. Any incomplete invoice will be sent back unpaid to the Supplier.

**7.4** The payment terms of the invoices will be set forth on the Order or Delivery Instruction. If need be, the Buyer may compensate the amounts due by the Supplier to the Buyer with the amounts due by the Buyer to the Supplier, in compliance with the legal conditions applicable, if any.

### ARTICLE 8- SUPPLIER'S OBLIGATIONS, WARRANTY AND GUARANTEE

**8.1** As a professional, it is the Supplier's duty to verify the consistency of the Buyer's requests and to advise it as to the adequacy of the Goods and/or Services regarding the Buyer's objectives.

**8.2** The Supplier shall seek for and check all the documents and information necessary to perform its obligations.

**8.3** The Supplier, as a professional, bears an obligation of result and bears in that regard the entire responsibility for the Goods and Services, their conception, their manufacturing process, the technical choices to implement for their performance and their adequacy to the usage for which they are intended.

The Supplier warrants that the Goods and Services delivered will be:

- Free from any visible or hidden defect, including but not limited to, defect in design, materials, manufacturing, and workmanship,
- Fit for the purpose for which they are intended, within the normal conditions of use specified by the Supplier and shall offer the safety reasonably expected of them,
- Compliant with the Contract and all documents defining the Goods and Services, and more generally, with any legal and regulatory provision in force including but not limited to health and safety issues,
- In compliance with any environmental rules and regulations in force, including but not limited to, the "REACH" legislation.
- Comply with all other warranties implied or provided for by law.  
The Supplier shall indemnify the Buyer from any loss, damage, liability or claim, whatever its nature, suffered by the Buyer and shall bear all the consequences that may result therefrom for the Buyer and/or third parties.  
In the event of non compliant Services caused by the Supplier, the Supplier shall remedy the non compliance at its own costs within the reasonable deadlines required by the Buyer. Failing that, the Buyer shall be entitled to have the Services performed by a third party, at Supplier's cost.
- Unless otherwise agreed between the parties and in addition to all legal warranties, the Supplier grants to the Buyer a contractual guarantee of two (2) years as from the delivery of the Goods and/or acceptance without any reserve of the Services. The Supplier shall therefore, during all this period, at its own expense and upon demand of the Buyer, maintain, replace and/or adjust the Goods and/or Services, it being understood that this guarantee means that the Supplier shall bear all the costs relating and/or arising from the repair or replacement of the said Goods and/or Services including but not limited to labour, travel and accommodation costs, and, if applicable, reimburse the Buyer for any liabilities it may incur to third parties as a consequence thereof.
- The Supplier shall immediately inform the Buyer of any defect it may notice in its Goods and/or Services.

### ARTICLE 9- INTELLECTUAL PROPERTY

**9.1** Unless otherwise agreed in writing between the Parties, the Buyer shall be the full owner of all the results relating to Goods and Services, as from their creation (hereafter the "Results"). A patent is linked to a certain, albeit a material, element, whereas its nature may vary under any form whatsoever, including, but not limited to knowledge, experience, know-how, method, tools conception, process, specific component, software, tests, IT development, database, drawings, logos which will result at any moment whatsoever, from the performance of the Services or manufacture of the Goods, protected or not, likely to be protected or not, by an intellectual and/or industrial property right. To that end, the Supplier hereby exclusively assigns to the Buyer, for the legal duration of protection of said rights, without any limitation as to the destination and for the whole world, all industrial and/or intellectual property rights that it may own on the Results. Therefore, the Supplier assigns to the Buyer the exclusive right to apply in its own name for any intellectual and/or industrial property rights likely to protect the Results, including, but not limited to any application for patent, utility model, registered designs, whether such applications are national, regional or international. The Buyer will benefit exclusively of all the rights attached to the intellectual and/or industrial property rights titles that may be delivered and will use them freely.  
If need be, in the event the Results would be likely to be protected by copyright, it is agreed that the assigned rights specifically include to the benefit of the Buyer:

- The right to reproduce, have reproduced, represent, have represented, adapt, have adapted, modify, have modified (including for software and database, their evolution and update), translate, have translated, commercialize, have commercialized, the Results, on all existing or future support and by any means,
- The right to use and exploit the Results, either for its own activities or to the benefit of third parties,
- The right to assign all or part of the assigned rights and specifically to grant to any third party any contract for

reproduction, distribution, divulgation, commercialisation, manufacturing, under any form, whatever the support and

means may be, for free or for a consideration.

The compensation paid to the Supplier for the Goods and Services includes full and final assignment price for the above mentioned rights; the Supplier shall not claim any additional remuneration whatsoever.

In case an assignment of the aforementioned rights is not possible, the Supplier grants the Buyer a free, perpetual, irrevocable, world-wide, sub-licensable and transferable license to exercise such right.

**9.2** The Supplier represents and warrants that the Goods or performance of the Services, do not infringe on any intellectual and/or industrial property rights belonging to a third party. The Supplier shall personally ensure the validity of its intellectual and industrial property rights relating to the Goods and Services and shall represent and warrant the free and peaceful use and enjoyment of the Goods and Services. The Supplier shall indemnify the Buyer for all consequences arising from any judicial or extra-judicial claims brought by a third party relating to the Goods and/or Services.

### ARTICLE 10- AUDIT

The Buyer may at any time with a five (5) business day prior written notice, sent in writing (by fax, simple letter or e-mail), audit or have the Supplier's premises audited during normal working hours and audit the conditions of manufacture and control of the Goods, conditions of performance of the Services and conformity to any obligation under the Contract. For this purpose, the Supplier will permit free access to its premises and provide necessary personnel. In case of subcontracting, the Supplier shall obtain from its subcontractor a similar undertaking as the one described hereabove, so that the Buyer may audit the subcontractor's premises.

### ARTICLE 11- SUPPLIER'S PERSONNEL

**11.1** The Supplier's personnel shall always remain under its control. As an employer, the Supplier thus performs the administrative, accounting and social management of its employees who intervene in the supply of the Goods and Services. In all cases, the Supplier shall be solely responsible for its personnel for any reason whatsoever.

**11.2** The Supplier warrants it complies with the applicable labour legislation in force specifically regarding the lawful hiring of personnel.

**11.3** The Supplier's personnel who may perform Services in the Buyer's premises shall comply with the provisions of all the Buyer's internal rules as well as with the applicable legal provisions in force, specifically relating to hygiene and safety.

### ARTICLE 12- SUBCONTRACTING

The Supplier shall not subcontract the Contract, in whole or in part, without the prior written agreement of the Buyer. In all cases, the Supplier shall remain fully liable towards the Buyer, without any reserve, for the performance or non performance of the Contract.

### ARTICLE 13- ASSIGNMENT- CHANGE OF CONTROL

**13.1** The Contract is entered into in consideration of the Supplier. The Supplier shall not in any case transfer it and/or assign it under any form whatsoever, including by means of capital investment, without the prior written consent of the Buyer.

**13.2** The Supplier shall inform the Buyer of any change in control it may be subject to by written notice sent during the month following the change of control. As from the receipt of the notice by the Buyer, the latter will have one month to send a written notice informing the Supplier of the Buyer's intention to terminate the Contract. The Contract termination shall be effective one month after receipt by the Supplier of said letter.

**13.3** The Buyer may transfer or assign the Contract, provided it informs the Supplier in writing.

### ARTICLE 14- FORCE MAJEURE

**14.1** Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or part of the Agreement if such delay or failure is due to Force Majeure. Shall be considered as a Force Majeure, any event beyond the affected Party's control and without fault or negligence from the affected Party, that is to say, this list being exhaustive: natural disasters; fire, flood, sabotage, earthquake, typhoon, explosion, epidemics, insurrection, riot or civil war, embargo (**Force Majeure events**). Shall not be considered as Force Majeure Events, the following events: strikes or other labour trouble; breakdown of plant or essential machinery; emergency repair or maintenance; shortage of or inability to obtain material, equipment or transport due to events other than Force Majeure Events. The affected Party shall immediately notify the other Party of the Force Majeure Event and of the obligations, the performance of which is delayed or prevented. The affected Party's obligation to comply with, or perform, its obligations will be suspended to the extent and for the time of the Force Majeure Event. During such a suspension, the affected Party shall take all reasonable steps to avoid or mitigate the effect of it being unable to comply with or perform its obligations under the Contract. The Supplier shall set up a "back-up" plan in order to ensure a continuing supply of the Goods or Services and shall propose to the Buyer an alternative supplier if necessary.

The Buyer will have the right at all times during a Force Majeure Event affecting the Supplier to procure Goods or Services from other suppliers, notwithstanding any other provision of the Contract.

**14.2** If the event the Force Majeure Event lasts more than one (1) month, the Contract may be terminated by either Party immediately, without further formalities and without any indemnification being due on either side, by written notice sent to the other Party.

### ARTICLE 15- TERMINATION

**15.1** Without prejudice to any damages the Buyer may claim, in case the Supplier does not comply with its obligations and does not remedy the breach despite the written request of the Buyer, the Buyer may immediately terminate the Contract without further formalities, by written notice, eight (8) days after receipt by the Supplier of the written notice, requiring the performance of its obligations.

**15.2** The Supplier shall return at the latest within five (5) days following the termination date of the Contract, all materials and documentation potentially put at its disposal by the Buyer.

**15.3** In case of termination or expiration of the Contract, for any reason whatsoever, Articles 8, 9, 18, 19 and 20 shall remain in full force and effect.

### ARTICLE 16- WAIVER

A waiver or delay by one Party to assert any right under the GCP shall not prejudice or affect the assertion of the same right or other rights in the future.

### ARTICLE 17- NULLITY OF A CLAUSE

In the event one of the provisions of the GCP is considered null or void, the Parties shall replace it by a provision with the same or similar economic and legal effect and the other provisions shall not be affected and shall continue to have effect in compliance with the Parties' intentions.

### ARTICLE 18- CONFIDENTIALITY

**18.1** Either Party shall treat as strictly confidential any information concerning the other Party or any other company belonging to the same group, specifically the products or the business which they have been made aware of in the performance of the Contract (specifically price formula, payment conditions). The present confidentiality undertaking shall cover the pre-contractual and contractual periods and shall remain in force for a period of two (2) years as from the termination of the Contract, for any reason whatsoever.

**18.2** The Supplier shall not in any case disclose its commercial relationship with the Buyer specifically for promotional or advertising purposes, without the prior written consent of the Buyer.

### ARTICLE 19- LIABILITY- INDEMNITY AND INSURANCE

The Supplier shall indemnify and keep indemnified the Buyer against any loss, damage, or injury to the Buyer and from and against any claim in respect of loss, damage or injury made against the Buyer by any third party and any costs and expenses arising in connection therewith, which result from the Supplier's failure to comply with the terms of the Contract (whether negligent or otherwise) or the Supplier's failure to perform and, in particular, which result from any defect in the Goods or Services, or in the material used for their construction or in their workmanship or design and/or which may occur as a result of the performance by the Supplier of its obligations under the Contract.

The Supplier shall subscribe and maintain in force, for the duration of the Contract and of the warranty and guarantee, an insurance policy with a reputable insurance company covering risks and liabilities incurred in the performance of the Contract and the consequences of any default and shall provide, upon the Buyer's first demand, a certificate of insurance including the main coverage and deductibles of the insurance policy. The subscription of such insurance shall not be considered as a limitation of the Supplier's liability.

### ARTICLE 20- DISPUTES

The present GCP and the Contract shall be governed by the laws of the Buyer's registered office, except its conflict of law rules. The Parties expressly agree to exclude the application of the Vienna Convention on contracts for the International Sale of Goods (Vienna, 1980).

In the event of a dispute for any cause whatsoever, which cannot be settled out of court between the Parties, the matter shall be referred to the courts of the Buyer's registered office, which shall have jurisdiction, even in the case of a warranty claim, plurality of defendants and supplementary notices.

However, in case of emergency, or if there is a risk that the consequences of the dispute are aggravated, or any similar or comparable circumstances, the Buyer reserves the exclusive right to refer any dispute that may arise to the courts and laws of the jurisdiction where the Supplier's registered office is located or where, depending on the case, the Goods are manufactured or Services performed.

### ARTICLE 21- CORPORATE SOCIAL RESPONSIBILITY

Dedicated to sustainability and responsible commercial practices, the Buyer has joined the United Nation Global Compact. The Buyer wants its suppliers to set up a corporate policy that will respect the commitments of the United Nation Global Compact by applying in their company and to their own suppliers the ten principles of the Global Compact, which the Supplier undertakes to abide by:

<b>Human Rights:</b>	Businesses should support and respect the protection of internationally proclaimed human rights;
1)	
and	
2)	Make sure that they are not complicit in human rights abuses.
<b>Labour standards:</b>	
3)	
collective bargaining;	Businesses should uphold the freedom of association and the effective recognition of the right to
4)	
5)	The elimination of all forms of forced and compulsory labour;
6)	The effective abolition of child labour; and
7)	The elimination of discrimination in respect of employment and occupation.
<b>Environment:</b>	Businesses should support a precautionary approach to environmental challenges;
8)	Undertake initiatives to promote greater environmental responsibility; and
9)	Encourage the development and diffusion of environmentally friendly technologies.
<b>Anti-corruption:</b>	
10)	Businesses should work against corruption in all its forms, including extortion and bribery.

### ARTICLE 22- MISCELLANEOUS PROVISIONS

**22.1** Nothing in the Contract shall have the effect of creating a partnership or agency arrangement between the parties.

**22.2** All notices, demands, claims or other communications between the Parties under the Contract shall be made in writing. A written notice shall be provided by mail with proof of delivery in which case notice is effective on the day of receipt.

**22.3** A person who is not a party to the Contract shall have no rights under or in connection with the Contract.

**22.4** Unless otherwise provided for in the Contract or any other agreement between the parties, all tools, specifications, drawings, samples, or other materials furnished to the Supplier to enable it to undertake the Contract shall remain the property of the Buyer or such other person as the Buyer shall advise (hereafter the "Company Property"). The Supplier shall take all reasonable care of the Company Property and shall bear the risk of loss of and damage to such property, normal wear and tear excepted. The Supplier shall upon the Buyer's request immediately deliver to the Buyer, or as it shall direct, all and any Company Property in its possession or, with the consent of the Buyer, the possession of its sub supplier. The Buyer or its representative shall have the right to enter onto the Supplier's premises at any reasonable time to inspect the Company Property or to take possession of and any remove such property. The Supplier shall use the Company Property only in connection with the Contract and shall not use it in any manner whatsoever for the benefit of the Supplier or any third party without the prior written consent of the Buyer.