

1. SCOPE

Our general conditions of purchase are the only agreement applicable to our purchases and prevail over the general conditions of sale by the supplier, or any other document issued by the latter relating to our order. Only a policy written and formalized by any means (signature of a contract, agreement by email, etc...) by the purchasing department of our company - the notion of "purchasing department" in these general conditions encompasses both our purchasing departments and our supply services - may modify these general purchasing conditions. Our general purchasing conditions apply to all purchases by our company, whether for tools, machines, services, raw materials, or supplies of any kind.

2. VALIDITY AND ACCEPTANCE OF ORDERS

Only orders made in writing by the purchasing department are valid. Verbal orders not confirmed in writing are not recognized. In case of an emergency, supplies can be delivered upon presentation of a removal order signed by the purchasing department or by sending a fax or telex expressly designating it as an order. In all cases, the order shall have a number.

The supplier must, within forty-eight (48) hours from the date of our order, acknowledge receipt of our order in writing (email). Any acknowledgment of receipt of an order issued by the supplier stipulating conditions different from those of the order will be considered null and void, except with the written consent of the purchasing department of our company. In the absence of acknowledgment of receipt within the prescribed period, initiation of order processing will be considered, *ipso facto*, as implicit consent to the terms thereof.

3. RATE SUPPLIES

Orders can be binding when they relate to a fixed or open quantity, when they relate to quantities supplied in a cyclical series.

4. DELIVERIES

Each shipment must be accompanied by a delivery note specifying the number and date of the order, a description of goods, the buyer's item number, the quantity delivered, the HS Code for each item delivered as well as the origin of each item delivered.

5. RECEIPT AND TRANSFER OF OWNERSHIP

The sender bears the risk of transit of supplies shipped.

Transfer of ownership and risk only takes place upon quantitative and qualitative receipt at the recipient's premises, and any technical receiving operations carried out at the supplier's premises do not constitute a bearing of risk on our part.

6. DELIVERY TIMES

Due to the nature of our manufacturing, the deadlines indicated on our orders or on delivery cycles issued by our purchasing department are peremptory and are understood as the date of arrival of goods at the address indicated on our order. It is the supplier's responsibility to make all arrangements to comply with them both with regard to supply as well as all technical, administrative, and shipping documents provided. The supplier must report any foreseeable delay in delivery to our purchasing department, which may exceptionally grant a further extension of the deadline to the supplier. If it is not possible to postpone the deadline, the contractual deadline for the order or the delivery rate will prevail.

Our company reserves the right:

- To terminate by registered letter all or part of the order which has not been delivered on the dates indicated, without prejudice to damages.
- To ask the supplier for payment of any justified damages that may result from delay in delivery.
- To require, in the event of delay, expedited shipment at the expense of the supplier.
- To purchase supplies from another supplier, in the event of late delivery of supplies after having informed the supplier.
- To refuse any delivery made in advance.

In any event, if the company accepts delivery in advance, the invoice payment due date will be calculated based on the contractual deadline.

7. PRICE

Unless otherwise stipulated in the order, prices are firm and not revisable and considered DDP (INCOTERMS®) from our warehouses to the address stipulated in our order.

8. INVOICING

Invoices must be sent in single copy to the company issuing the order and must include the buyer's order number, the date of the order, the number of the delivery note, and the buyer's reference for the invoiced supplies. In the event that the invoice shows invoiced items that are different or supplementary to the order, the company will establish a credit note corresponding to the overcharge without waiting for the supplier's agreement. This credit will automatically be deducted from the payment. Invoices must be sent within 48 (forty-eight) hours of receipt of goods and include the supplier's bank details (IBAN). Any delay by the supplier in issuing the invoice or IBAN may result in a payment delay on the part of the company.

9. TERMS OF PAYMENT

The company reserves the right to automatically withhold, when paying the supplier's invoices, sums which the supplier owes to it for any reason whatsoever.

Payment terms will in no case exceed those defined upon implementation of the LME law, namely 60 days net delivery date.

10. PACKAGING

All deliveries must be made with the packaging specified in our purchase specifications or our order and in the absence of any other indication, in accordance with the norms and standards in force. Deterioration of delivered supply resulting from inappropriate packaging will be the responsibility of the supplier.

11. ACCEPTANCE

Our company reserves the right to carry out any inspection of supplies prior to their delivery to the suppliers' premises, or to our own premises after their delivery, without reductions incurred to the guarantees granted by the supplier. Any supply that does not comply with quantitative and qualitative specifications may be returned to the supplier at their own expense and risk. Our company reserves the right to refuse supplies by simple letter, email, telex, or fax in the following cases: non-compliance of supplies with respect to the order - non-compliance with delivery dates - incomplete or excess delivery. In the event of non-compliant delivery, our company reserves the right to cancel the order and to purchase the supplies from another supplier. In all cases, refused goods are subject to an automatic credit note issued by our company.

12. SUPPLIER LIABILITY

The supplier agrees to fully comply with the obligations entailed by the order and these general conditions of purchase. As the contract is finalized *intuitu personae*, the supplier may not subcontract the manufacture of goods without the prior express and written consent of the company.

On first demand of the company, the supplier will provide any information relating to goods ordered, in particular their composition and origin. The supplier undertakes to adopt the highest professional standards and ensures the quality of the products and / or services provided.

The supplier undertakes to place the order in accordance with the standards recognized by international conventions prohibiting in particular slavery and child labor and protecting the fundamental rights of workers. The supplier also undertakes to provide only products or services that comply with current European environmental regulations. Any violation of these obligations shall automatically result in the termination of any contractual relationship without prejudice to compensation for damages incurred by the company.

The supplier undertakes to refrain, relative to all company personnel, from providing gifts, favors, or entertainment (presents, travel, gasoline vouchers, or gift certificates) beyond mere business courtesies (marketing materials, meals, technical seminars, etc.). Any supplier who fails to meet this demand runs the risk of being immediately eliminated from the company's supplier panel.

The supplier must provide the company, within the agreed-upon deadlines and no later than the order delivery date, all technical documentation relating to the order including in particular use and maintenance manuals, training manuals,

diagrams, technical data sheets, product safety sheets, factory inspection certificates, certificates of conformity and any other relevant documentation. Said technical documentation or any specific equipment and accessories relating to the processing of an order remain property of the company and must be considered an integral part of supplies as defined in the general purchasing conditions. This documentation must be provided in French only.

13. GUARANTEES

The supplier guarantees that goods comply with the information appearing on the order and will send the company a certificate of the order's compliance with quality controls and environmental regulations.

The supplier guarantees that supplies will be able to perform all intended services and functions and that they have been processed in accordance with standard practice. The contractual guarantee for parts used in assembly manufacture and recognized as defective after being put to use covers the replacement of the part as well as all costs that our company would be induced to incur with its client. The legal guarantee against any defect or faulty operation, whether apparent or hidden, regardless of origin and attributable to the supplier, extends over a period of twenty-four (24) months from the delivery date. Any clause aimed at reducing the legal guarantee will be considered null and void.

In the event that our company or a customer decides to recall a supply, the supplier will reimburse our company in proportion to its liability for all expenses actually incurred by our company. The supplier must have taken out an insurance contract covering his civil liability, of which he can provide proof upon request.

The supplier guarantees that manufacturing methods and products used comply with European Union law, in particular with directives 1907/2006 concerning the registration, evaluation, and authorization of chemical substances, as well as with restrictions applicable to these substances (REACH) and 2011/65 / EU relative to usage restrictions on certain hazardous substances in electrical and electronic equipment. The supplier also guarantees compliance with the federal law of the United States of America (in particular section 1502 of the Dodd Frank Act relating to "conflict minerals" extracted from the territory of the Democratic Republic of the Congo or neighboring country, the Toxic Substances Control Act, as well as the Energy Policy Act) as well as with the regulations of the federated states (in particular the Safe Drinking Water and Toxic Enforcement Act, known as Proposition 65 in California). The supplier must specify the conformity of the products delivered via a statement added to each item on the delivery note. If the company requests a certificate, the supplier must send it within 48 (forty-eight) hours. The supplier also guarantees that products comply with the provisions of Directive 2011/65/EU relative to the usage restrictions on certain hazardous substances in electrical and electronic equipment, and with Directive 2015/863 dated March 31, 2015 relative to the list of substances subject to restriction. When Parties have established commercial relations as defined by legal precedent, any modification to requests for components from the supplier will be subject to a notice period of 6 (six) months prior to delivery of the new components. The supplier shall notify the company in writing, prior to any order, of any modification or addition to product composition, any change of third party supplier or of raw material supplier, any modification of the manufacturing site, any change in the procedures and configuration of manufacturing, any change in products entering the manufacturing process, any change in critical manufacturing equipment (including computer programs and control systems), any change in product specification, any change in the means of delivery, any change, even minor (in particular testing methods, acceptance criteria which would not be mentioned in the company's specifications, the frequency of inspections, changes, even minor, of equipment, changes in the manufacturing process, changes in key personnel). Any modification may be subject to a validation process by the company.

The supplier declares that he owns the goods, that they have not been subject of any other contract with a third party, and that they are not subject to any security interest. The supplier guarantees the company that the items comprising the goods can lawfully be transported to the address indicated on the order form.

14. TOOLS AND GOODS LENT OR PROVIDED

Tools manufactured by the supplier on behalf or at the expense of our company, in whole or in part, as well as goods or tools made available by our company, must only be used for the execution of our orders, barring written agreement from our company. These goods and tools remain the unalienable property of our company, and must be provided by the supplier with high-performance labeling indicating their ownership. The supplier agrees to return them in good condition at our company's first demand. The supplier also undertakes to provide detailed designs of these tools, including complete nomenclatures, upon first demand.

15. CONFIDENTIALITY

The supplier is bound to respect professional confidentiality. All information communicated by our company is confidential, and the supplier must in particular take all measures to ensure that specifications, formulas, diagrams, designs, as well as any financial elements relating to our orders are neither communicated nor disclosed to a third party, either by him or by employees, agents, permanent or temporary workers, suppliers, or subcontractors. This confidentiality obligation will be maintained for the duration of the order execution as well as for a period of five (5) years thereafter. Upon completion of order execution, the supplier undertakes to immediately return to our company, upon our request, all documents, confidential or not, relating thereto.

Our company implements the processing of personal data. The processing of personal data implemented has as a legal basis:

- I - The legitimate interest pursued by our company when it pursues the following purposes:
 - Prospecting and organizing business activity;
 - Management of relationships with its customers and prospects;
 - II - Organization, registration, and invitation to our company's events;
 - III - The execution of pre-contractual measures or of the contract when it implements processing for the purpose of:
 - Production, management, follow-up of client files;
 - Recovery.
 - IV - Compliance with legal and regulatory obligations when implementing processing for the purpose of:
 - Fighting corruption and the prevention of money laundering and terrorism financing;
 - Invoicing;
 - Accounting.

Our company only keeps data for the time necessary for the operations for which it was collected and in compliance with regulations in force.

In this regard, the data of the Supplier and its agents are kept for the duration of the contractual relationship plus 3 years for organizational and prospecting purposes, without prejudice to retention obligations or limitation periods. With regard to the prevention of money laundering and the financing of terrorism, data are kept for 5 years following the end of the contractual relationship with the Supplier. With regard to accounting, they are kept for 10 years from the end of the accounting year. Prospect data is kept for a period of 3 years if no participation or registration in our company events has taken place.

Data processed is intended for authorized persons in our company, as well as for our service providers. Under the conditions defined by the Data Protection Act and European data protection regulations, individuals have rights to access, rectification, query, limitation, portability, and erasure of data concerning them.

Persons concerned by the processing implemented also have the right to oppose at any time, for reasons relating to their particular situation, the processing of personal data having as a legal basis the legitimate interest of our company, as well as a right of opposition to commercial prospecting. They also have the right to define general and specific directives defining the way in which they intend the rights mentioned above to be exercised upon their death, by e-mail to the following address: mleborloch@avocat-ibv.com or by mail to the following address: 11 rue Saint Jacques 76000 ROUEN, accompanied by a copy of a signed identity document. Data subjects have the right to lodge a complaint with the CNIL.

16. NULLITY

The nullity of one or more contractual clauses does not entail the nullity of the general terms. In the event of the nullity of one or more clauses hereof, the parties undertake to negotiate in good faith one or more clauses presenting a similar economic result.

17. APPLICABLE LAW AND JURISDICTION

French law is the only law applicable to the interpretation and execution of these general terms and conditions of purchase relating to our orders; jurisdiction is exclusively attributed to the Commercial Court of PARIS.