

GENERAL TERMS AND CONDITIONS OF PURCHASE

1- Scope of application

1.1 The purpose of these General Terms and Conditions of Purchase ("GTCP") is to govern orders for supplies, equipment, products and/or services ("Goods") placed by companies belonging to the Gascogne group within the meaning of Article L.233-3 of the French Commercial Code ("Buyer") with any vendor ("Supplier"), with the parties agreeing that these prevail over the Supplier's general terms and conditions of sale.

1.2 Any contractual documents agreed between the parties shall have force of law and shall prevail in the following ascending order:

- these GTCP,
- the technical specifications, specifications, drawings, models and plans provided to the Supplier,
- the special conditions specific to each purchase,
- the purchase order/order.

1.3 The GTCP, as well as any contractual and/or technical documents that may accompany them, duly signed or authenticated by the parties, express the full obligations of both parties. Any additions or amendments shall be agreed upon in writing by both parties.

2- Entry into force - duration

These general terms and conditions of purchase come into force and take effect with respect to the Supplier as soon as they are communicated by the Buyer and for the entire duration of their business relationship.

3- Price request - Order

Any purchase of Goods is subject to the issue of a purchase order ("Order"). The Order is not considered final until the Supplier unconditionally acknowledges receipt thereof and returns it, within 48 hours, to the attention of the department issuing the Order. The Buyer's Order number shall be included by the Supplier on the invoices.

In the event that either party makes a modification to an Order, which is accepted by the other party, the Buyer shall send an amendment to the Supplier, who shall acknowledge receipt thereof within 48 hours.

The Supplier undertakes to check that the information and data in the Order and all related documents comply with the legal and regulatory requirements in force and with the best practices of the trade. In the event of any incompatibilities, the Supplier shall inform the Buyer without delay and before starting to execute the Order.

The mere fact of having executed all or part of the Order constitutes unconditional acceptance thereof.

4- Price - Invoicing

4.1 The purchase price, any incidental expenses (packaging, transport, insurance) and the Incoterm (Incoterms® 2020 published by the International Chamber of Commerce) applicable to the Order shall be agreed between the Buyer and the Supplier during the negotiations preceding the execution of each Order. In the absence of any such agreement, the terms of the Order shall apply.

4.2 The price stipulated in the Order is firm and final. The parties may agree on a price review, which shall be formalised by means of an amendment or amendments to the special conditions of purchase and signed by both parties.

4.3 The invoice currency shall be specified in the special conditions of purchase and shall be the same as that indicated in the Order.

Invoices shall contain the following mandatory information:

- buyer's Order Number,
- delivery note number,
- buyer's item reference(s).

Invoices shall be made out to the company of the Gascogne Group issuing the Order and sent to the following address:

GASCOGNE – Comptabilité Fournisseurs
Route de Cap de Pin – 40210 Escource FRANCE

5- Payment terms and deadlines

All payments by the Buyer shall be made by bank transfer. For this purpose, the Supplier shall provide the Buyer with its bank details. Unless otherwise stipulated in the special conditions and/or in the Order, the Supplier's invoices shall be paid in accordance with the provisions of the French law of modernisation of the economy (LME) No. 2008-776 of 04/08/2008.

6- Delivery - Lead times

6.1 A delivery note shall be issued for each delivery stating the Buyer's Order number.

6.2 The delivery lead times for the Goods mentioned in the Order are binding for the Supplier. No changes may be made to the times stipulated in the Order without the Buyer's prior written consent.

6.3 The Buyer shall be notified immediately of any delay in the execution of the Order, for whatever reason.

In the event of a delay, the Buyer reserves the right to:

- (i) terminate the Order by sending a registered letter with acknowledgement of receipt, without prejudice to any damages it may claim from the Supplier as compensation for the loss sustained; and/or
- (ii) request compulsory execution of the Order, subject to a fine; or
- (iii) obtain supplies from a third party at the Supplier's expense.

7- Inspection of deliveries upon receipt

Verification and acknowledgement of the Goods delivered shall be carried out following delivery, at the Buyer's sites. The Supplier shall not consider the signature of the delivery note by the Buyer as final acceptance until declaration thereof by the Buyer's authorised department(s).

8- Compliance - quality of the equipment, products, supplies, goods and services delivered

The Supplier shall immediately replace, at its own expense, any Goods delivered to the Buyer which do not comply with the quality criteria set out in the specifications governing the purchase and the technical specifications, drawings, models and plans previously provided by the Buyer, unless the Buyer prefers, after notifying the Supplier of the non-compliance, to request termination of the Order and/or to obtain supplies from another supplier of its choice, at the original Supplier's expense. Non-compliant Goods shall be returned by the Buyer at the Supplier's expense. Compliance of the Goods delivered to the Buyer also concerns the quantities ordered, which may therefore be subject to reservations and give rise to the application of these provisions. The Supplier undertakes to inform the Buyer of any modifications it makes to the Goods ordered (e.g. modification of the manufacturing process, change of raw material, change of Supplier, etc.) and these modifications are subject to the Buyer's prior agreement. In the event of non-compliance with this clause, the Buyer reserves the right to cancel the Order on the grounds of non-compliance with the original specifications. Furthermore, the Supplier is deemed fully liable to the Buyer for any harmful consequences suffered due to any non-compliance and/or quality flaws of the delivered Goods, both in terms of quality and quantity. In addition, the Supplier is deemed fully liable to the Buyer for all harmful consequences, to persons or property, of an event for which the Supplier is responsible as a result of the Goods delivered. In such an event, the Supplier therefore undertakes to pay the Buyer full compensation for the damage suffered as soon as an estimate for this has been provided. The Buyer may notify the Supplier of the date and location of the expert evaluations requested in order to render the resulting estimate of damages enforceable.

9- Safety

By mere acceptance of the Order, the Supplier guarantees that the equipment or machines it delivers shall be equipped with all the health and safety devices required by law or customary practice and that these shall meet, where applicable, any obligations prescribed by the self-certification procedure, in compliance with French law and in particular with the provisions of Articles L. 4311-1 et seq. of the French Labour Code. Machines and work equipment that are new or considered new (refurbished, modified or second-hand from outside the European Community) shall be designed in accordance with the regulatory provisions and best practices concerning occupational safety, ergonomics and environmental standards. All work equipment covered in the amended "Machinery Directive" 2006/42 shall be delivered with:

- the CE conformity mark,
- the EC declaration of conformity,
- the instruction manual in French,

as defined by the provisions adopted for the transposition of the "Machinery Directive" into French law.

The Supplier, manufacturer or designer shall provide detailed information, in an instruction manual written in French, which specifies the conditions and limits of use (Annex I defining the technical rules provided for by Article R. 4312-1 of the French Labour Code). This document, which is essential for market launch, shall provide the information necessary for installation, commissioning, use, and all adjustment and maintenance operations. These instructions shall be realistic, taking into account the context of use and its limitations, as well as any foreseeable abnormal situations. All equipment is subject to safety approval by the site at which it is used. In addition, any equipment that is special, complex, dangerous or that may be used in several of the Buyer's establishments shall be analysed by the Buyer's Safety and Environment Department. Any modifications to existing equipment are subject to the same analysis. The Buyer's Safety & Environment department is available to Suppliers to provide any information required regarding the applicable technical rules. In general, the special conditions of purchase specify the rules to be observed. In all cases in which the Order involves services to be carried out on our premises, the Supplier shall take, in a timely manner, all the measures necessary to comply with the legal and regulatory safety provisions. In particular, the Supplier shall indicate the safety precautions regarding use of the supplied goods. In the case of polluting supplies, the Supplier shall specify the measures to be adopted with a view to their possible destruction, or that of their residues following use, in accordance with the regulations applicable at the date of delivery. The Supplier shall comply with the safety and traffic regulations of the site at which it operates and shall oblige its employees, carriers and subcontractors to comply with this obligation.

10- Labour regulations - Safety

The Supplier certifies that it complies with the regulations in force relating in particular to employment, working conditions and health and safety at work with respect to its personnel.

In the event that the Supplier's personnel intervenes on the Buyer's sites, the Supplier remains solely responsible for its personnel. The Supplier shall ensure that its personnel is aware of the internal regulations of the Buyer's site on which it is working as well as the safety instructions applicable to the place where operations are performed.

11- Chemical products - safety data sheets - packaging - labelling - safety

A safety data sheet shall be provided with all first deliveries of chemical products in accordance with the REACH 1907/2006 regulation.

This sheet shall be sent in triplicate:

- a copy to the head of the establishment to which the goods are delivered,
- a copy to the Safety & Environment department at the Buyer's head office,
- a copy to the purchasing manager.

Similarly, for any chemical product regularly delivered to the Buyer, amendments to the data sheets shall be sent to the Safety & Environment department and to the purchasing manager. Chemicals are to be properly packaged and each container shall be labelled according to the rules in force. The Safety & Environment department and the Buyer shall be informed of any changes to any parameters. In the case of polluting supplies, the Supplier shall specify the measures to be adopted with a view to their possible destruction, or that of their residues following use, in accordance with the regulations applicable at the date of delivery.

12- Transfer of ownership and risks

The transfer of ownership of the Goods is effective upon full payment of the Order by the Buyer. The transfer of risk of loss and deterioration of the Goods is governed by the Incoterm DDP (Incoterms 2020), unless special arrangements have been made by the parties. In the event of transfer of ownership prior to the transfer of risks, the Supplier shall take out, at its own expense and on behalf of the Buyer, a provisional insurance policy to cover the risk of loss and deterioration of the aforementioned materials, products or supplies or goods and services whose ownership have been transferred to the Buyer, and is obliged to provide proof of such insurance to the Buyer at the first request.

13- Supplier liability - guarantees

The Supplier assumes full responsibility towards the Buyer for the Goods delivered and undertakes to guarantee the Buyer against any claim of any nature whatsoever that may be made in this respect, and against all harmful consequences that may result for the Buyer. In particular, the Supplier guarantees the Buyer against any hidden defect that may affect the equipment, products or supplies or goods and services delivered, rendering them unfit for use and for their purpose. The Supplier guarantees the Buyer, by way of agreed extension of the legal warranty, the proper functioning of the Goods and consequently undertakes, for a fixed period of time, if applicable, in the special conditions of purchase, to ensure any maintenance, repair or replacement of the Goods or defective parts that may prove necessary, and this at its own expense. Finally, the Supplier guarantees the Buyer the supply of spare parts for a period of ten years from the date of receipt of the Goods sold. The Supplier undertakes to inform the Buyer at least one year in advance of the discontinuation of the supply of spare parts. The Supplier undertakes to bear the full cost of any personal injury and material or immaterial damage caused to third parties or to the Buyer by its employees or subcontractors upon execution of the Order as a result either of its failure to comply with its contractual obligations or as a result of its civil liability for itself, its employees or subcontractors. The Supplier shall hold an insurance policy, covering any damage related to the execution of the Order, which may occur to persons and property. This insurance policy shall be taken out with an insurance company that is known to be solvent. The Supplier shall be able to provide proof, at any time, of the existence of this insurance policy and of payment of the premiums.

14- Quality Assurance

The Supplier authorises the Buyer to carry out any form of audit necessary to ensure compliance with the principles of quality assurance and to carry out a periodic assessment according to certain criteria established by the Buyer. The results of this assessment may be made known to the Supplier. A period of 48 hours' notice shall be given prior to any visit of the Buyer to the Supplier's sites.

Similarly, the special conditions of purchase shall specify:

- the nature of the checks (type, frequency, etc.) during manufacture, prior to delivery and upon receipt;
- the documents and samples specific to some of these checks;
- the measures taken concerning the traceability of the product over time.

15- Changes affecting the Supplier

The Supplier undertakes to inform the Buyer immediately, by any written means, of the opening of collective proceedings against it and of any decision or event affecting its economic or legal situation, its solvency or its ability to meet its obligations. This obligation to immediately inform the Buyer is intended to enable it to take any and all measures necessary to protect its rights, in whatever form, provided that such measures are legal and, where applicable, to declare its claim as a liability in the amicable or legal proceedings opened against the Supplier. This obligation to immediately inform the Buyer is incumbent on the Supplier even once the purchased Goods have been delivered, accepted or paid for, so long as there is any remaining legal or contractual obligation (warranty, after-sales service, etc.) that continues to render the Supplier liable to the Buyer.

16- Force majeure

The parties shall not be held liable if the failure or delay to perform any of their obligations is due to force majeure, as defined in Article 1218 of the French Civil Code.

The party noting the event shall immediately inform the other party, with justification, of its inability to perform its obligation(s). The suspension of obligations shall in no case constitute a cause of liability for failure to perform the obligation in question, nor shall it lead to the payment of damages or penalties for delay.

Performance of the obligation shall be suspended for the entire duration of the force majeure in the case of a temporary impediment, this suspension not exceeding thirty (30) calendar days. During this suspension, the parties agree that the costs incurred by the situation shall be borne by the party prevented from performing the obligation.

Consequently, as soon as the cause of the suspension of mutual obligations ceases, the parties shall make every effort to resume normal performance of their contractual obligations as soon as possible.

To this end, the party prevented from performing its obligations shall notify the other party of the resumption of its obligation by email and/or by registered letter with acknowledgement of receipt.

If the impediment is permanent or exceeds thirty (30) calendar days, the Order may be terminated by either party in accordance with Article 20.2 of the GTCS.

17- Confidentiality

All information and technical data exchanged by the parties during negotiations or in the course of performance of the present contract shall be considered as confidential by both parties. The documents, drawings and plans including this information, even if not marked "confidential", shall be entrusted for the sole purpose of fulfilling the purpose of the contract. Under no circumstances shall they be used for any other purpose or communicated to third parties. Furthermore, they may not be copied or reproduced without the express prior authorisation of the party having disclosed them to the other party. More generally, the Supplier shall strictly observe the duty of professional secrecy. The Supplier is required, in particular, to take all necessary measures to ensure that data such as specifications, formulas, drawings, details or manufacturing secrets relating to the Buyer's Orders or contracts are neither communicated nor disclosed to third parties either by the Supplier itself or by any party intervening on its behalf. At the end of the contract, regardless of the form or cause of this outcome, each of the parties undertakes to return to the other party all of the documents thus communicated, i.e. both the originals and any copies or reproductions that may have been authorised, whatever their condition. However, the party receiving such written information from the other party, even if marked "confidential", may pass it on to the manufacturer, any inspection bodies, and its engineers involved in the performance of the contract and to its duly authorised employees or subcontractors in so far as this information is required to fulfil their own obligations. That party shall ensure that any staff and subcontractors who may have access to all or part of this confidential information personally sign a confidentiality agreement. All of these confidentiality obligations shall remain in force for a period of ten (10) years from the end of the warranty period of the Good in question.

18- Intellectual property

If the acquisition concerns a process or a licence to use such a process, the parties shall agree to establish a contract dictating the applicable intellectual property regime. The Buyer may not reproduce, adapt or modify the equipment or process covered by the contract without the Supplier's express prior consent. The Supplier shall indemnify the Buyer against all claims which may be made by third parties, regardless of the location, and with regard to the equipment or items supplied, in particular with regard to patents, licences, trademarks, models or any other intellectual property rights.

19- Use of the Buyer's trademark

The Supplier undertakes not to use the Buyer's trademark, trade name, logo and company name for any purpose whatsoever without the Buyer's prior written consent.

20- Resolution – Termination

20.1 In the event of either party failing to comply with any of its obligations and not having remedied the situation within fifteen (15) days of a registered letter with acknowledgement of receipt having been sent to notify the breach in question, the other party shall be entitled to resolve or terminate the Order, without prejudice to any damages that it may claim as compensation for the loss suffered.

20.2 If the case of force majeure as defined in Article 16 lasts longer than thirty (30) working days, either party is entitled to terminate the Order at any time, by registered letter with acknowledgement of receipt, without further notice or payment of compensation of any kind.

21- Subcontracting

The Supplier shall request the Buyer's approval of its subcontractor prior to any performance of a contract, under penalty of cancellation of the Order. The Supplier and its subcontractor are jointly and severally liable for compliance with the obligations set forth in the Order, of which, as a reminder, these general conditions of purchase are an integral part. The use of subcontractors in no way exempts the Supplier from its responsibility to perform the Order and provide the expected result.

22- Nullity

If one or more of the clauses herein are deemed void or declared as such by the application of a law or regulation, or following a final decision by a competent court of law or arbitration tribunal, the other clauses shall retain all their force and scope. In the event that the terms deemed or declared void are of an essential nature, the parties shall meet to assess the future of their relationship on the basis of the good faith and mutual trust of the parties.

23- Applicable law

All of the clauses of these general conditions of purchase, as well as all of the purchase and sale operations referred to herein, are subject to French law.

24- Disputes and arbitration

For all disputes and actions relating directly or indirectly to the validity, interpretation and application of these general terms and conditions of purchase and the contracts concluded under their application, and more generally for all disputes and actions relating directly or indirectly to the trade relationships having existed between the parties, to their implementation or to the conditions or consequences of their cessation or termination, whether the cause of these disputes or actions is contractual or tortious liability, common law, competition law, restrictive practices or other causes, the Bordeaux high courts and commercial courts shall have sole jurisdiction, even in the event of a third party claim, multiple defendants or summary proceedings.

25- Language

This document has been written in French and in English. Only the version provided to the Supplier shall be legally binding. All communication between the parties shall be in French, unless another language of communication is specified in the special conditions of purchase, and shall be sent to the head office of the party to whom it is addressed, or to the address for correspondence of the latter.