

ARTICLE 1 – PURCHASE ORDERS

An order shall be deemed accepted by the supplier in accordance with these General Terms and Conditions of Purchase and to the exclusion of its General Terms and Conditions of Sale upon acknowledgement of receipt of the order without modification within fifteen (15) days from the date of issuance of the order, or in the event of execution of the order by the supplier without reservation within the same period. Any change to a written order must be expressly agreed to in writing.

ARTICLE 2 - EXECUTION OF PURCHASE ORDERS

The Supplier shall execute the orders in accordance with the specifications of the order and in compliance with the applicable state of the art and standards.

It is the responsibility of the supplier to verify that he has the means, rights and information necessary for the proper execution of the order or to take the necessary steps to have them before its completion.

ARTICLE 3 - ADVICE

The supplier is obliged to provide the purchaser with general information and advice for all goods ordered, from which he may not withdraw by reference to the purchaser's usual activities.

ARTICLE 4 - INFORMATION

The supplier must, without delay, inform the purchaser of any difficulty that may arise during the execution of the order that could jeopardize its proper execution, whether it results from its supply conditions or from a new situation in its organization.

If authorizations (administrative or other) are required for the execution of the order, the supplier must ensure that they have been obtained in such a way that the purchaser does not have to take any initiative to obtain them.

In the case of orders that are to be fulfilled over a period of time, the supplier must regularly inform the purchaser of their progress. The supplier must inform the purchaser of any change in the manufacturing process or of a possible transfer of activity.

ARTICLE 5 – QUALITY SYSTEM

The supplier's quality system must meet the quality requirements for suppliers as defined in the procedures provided by the purchaser to the supplier or in any other document provided to the supplier.

During the preparation phase of the supply, the supplier undertakes to allow the purchaser as well as the representatives of the Official Authorities free access to its premises during working hours, as well as to all documents useful for carrying out controls, with 24 hours notice. The supplier must obtain the same right for the benefit of the buyer from any subcontractors.

The supplier undertakes to transmit to the purchaser, at the first request, the list of authorized subcontractors as well as the terms and conditions and any change in the subcontracting.

The purchaser undertakes to comply with the safety instructions in force on the supplier's premises, which shall be communicated to him upon notification of the said visit.

Any visits by the purchaser shall not modify the supplier's sole accountability and shall in no way limit the purchaser's right not to accept the supply.

ARTICLE 6 - EMBALLAGES

The packaging will be carried out in accordance with any instructions given by the purchaser, and with the regulations and standards in force. They shall include, if necessary, instructions and provide sufficient protection to ensure that the goods are not damaged during storage and/or transport.

Any supply damaged at the time of its delivery is returned to the supplier and the transport, the repair, the assembly and the possible tests are the responsibility of the supplier.

ARTICLE 7 - DELIVERY

All deliveries must be accompanied by a delivery note containing the following information:

- Delivery note identification number ;
- Purchase order number;
- Part numbers;
- Designation of the Goods as mentioned in the order;
- Declaration of conformity, if applicable;
- Quantity delivered and, if applicable, serial number and individual product number;
- Time limit for use, if any ;
- Number of packages;
- Purchasing units;
- Transport and customs documents as well as all other documents necessary for customs clearance in the context of imports;
- Documentation
- Documents provided for in the applicable law;
- Documents required by the applicable standards.

The purchaser reserves the right to refuse or to return to the supplier at the supplier's risk any supplies which have been modified without the purchaser's approval. In the absence of other provisions at the time of the order, the delivery of the supply will be made DAP "buyer's address" (Incoterms 2020 of the International Chamber of Commerce), the transfer of the risks taking place in accordance with the provisions of this Incoterm.

When the products are subject to an acceptance procedure, the transfer of risks takes place on the date of signature, by the supplier and by the buyer, of the acceptance report.

ARTICLE 8 - LEADTIMES

The leadtimes agreed upon between the Parties are imperative and their respect constitutes for the buyer an essential clause without which he would not have contracted.

The Supplier shall immediately inform the Purchaser in writing of any foreseeable delay in relation to the contractual leadtimes and of the measures taken to remedy the delay. Any additional expenses resulting from the delay shall be borne by the Supplier, except in cases of force majeure.

In case of non-compliance with the contractual leadtimes, the buyer reserves the right to apply, without prior notice, penalties for delay equivalent to 1% of the amount excluding VAT of the order concerned per day of delay, these penalties being capped at 15% of the amount excluding VAT of the order; or to cancel the order.

In the event of early delivery or excess quantity, the Purchaser reserves the right either to accept the Goods or to hold the Goods at the disposal of the Supplier at its own risk or to return them to the Supplier at its own cost and risk.

ARTICLE 9 – GOODS RECEIVING

In the event that the product does not comply with the contractual documents, the purchaser shall inform the supplier in order to allow the supplier to check this non-conformity within ten (10) days of the notification made by the purchaser.

If within this period the supplier does not proceed to the control of this nonconformity or does not dispute it, the purchaser reserves the right, at his choice :

- to accept the supply as is, in return for a mutually agreed price reduction;
 - to accept it after corrective action at the supplier's expense, carried out either by the supplier himself or by the buyer (or a third party designated by him);
 - to refuse it by placing it at the disposal of the supplier for removal by him at his expense, risk and peril within fifteen days after the date of notification of the non-conformity by the purchaser;
 - to refuse it and return it to the supplier, at the supplier's expense and risk, within fifteen days after the date of the notification of the nonconformity made by the purchaser.
- A non-conforming supply refused by the purchaser is deemed undelivered and gives rise to the application of the penalties for delay provided for in the article "LEADTIMES", without prejudice to the right of the purchaser to claim additional damages for the loss actually suffered as a result of the non-conformity and/or to cancel the order.

ARTICLE 10 – TRANSFER OF OWNERSHIP

The transfer of ownership occurs in favor of the buyer at the delivery on the site of the buyer or at the signature of the receipt acknowledgment if a formal Goods receiving is planned.

ARTICLE 11 - PRICES

The prices appearing on the order are firm and non-revisable, all taxes and duties included, excluding VAT.

ARTICLE 12 - INVOICING

The supplier undertakes to invoice the supply after delivery.

If an invoice schedule is specified in the purchase order, the supplier must comply with it.

Invoices must be drawn up by the supplier in accordance with the regulations in force and include, in addition to the legal mentions, the following elements:

- Purchase order reference as indicated on the Purchase order;
 - detailed description of the supply, as described in the order
 - Bank details of the account to which the payment is to be made;
 - Contact information (name, phone and e-mail) of a contact person to be reached in case of a complaint regarding the invoice;
 - date and number of the delivery note or acceptance report.
- The original copy of the invoice must be sent as soon as it is issued to the address specified on the order, as well as by e-mail, to the e-mail address provided by the buyer in connection with the dematerialization of its supplier invoices.

Any credit note must mention the invoice and purchase order numbers to which it relates, as well as the item designation of the invoice concerned to allow for a correct accounting reconciliation.

Unless otherwise agreed by the parties and subject to compliance with legal provisions, the payment term for invoices is sixty (60) days end of month from the date of issue of the invoice, this term being calculated as follows: end of the month of the date of issue of the invoice plus 60 days.

ARTICLE 13 – CONTINUITY OF SUPPLY

The supplier undertakes to inform the purchaser at least twelve (12) months in advance of the termination of production or the withdrawal of the product from its catalog.

In case of supply of equipment, the supplier shall be able to ensure for a minimum period of five (5) years from delivery the supply of all spare parts and components.

For supply orders that are to be carried out over time, the Supplier undertakes to set up a business continuity plan designed to define the measures to be taken in order to continue carrying out the order in the event of an event likely to prevent its completion.

ARTICLE 14 – UNFORSEEN CIRCUMSTANCES

The parties decide to exclude the application of article 1195 of the French Civil Code, making their own business of the consequences of any change of circumstances which would occur during the execution of the order.

ARTICLE 15 – LIABILITY

The supplier is liable for any damage or loss due to non-performance or improper performance of the order.

The Supplier shall indemnify the Purchaser for all damages suffered, including the costs of repair and/or replacement, damage to or loss of property and any loss of production and/or business interruption.

ARTICLE 16 - WARRANTY

The supplier warrants the supply against defects in design, manufacture and operation and against all defects in materials and component parts. Unless otherwise specifically provided, the warranty period is two (2) years from the date of delivery of the supply.

It covers any repair or replacement and reimbursement of the supply.

The warranty covers parts, labor, transportation and travel, and also includes disassembly, handling, customs and reassembly of parts.

The present warranty clause is not exclusive of the right to damages covering all material or immaterial prejudices suffered.

Unless otherwise agreed, replacements or repairs of the Supply under the warranties provided for in this Article shall be made within a maximum period of one (1) month from the written notification by the Buyer of the defect or malfunction.

Any replaced or repaired supply will be guaranteed, under the same conditions, until the expiration of the warranty period and at least for a period of six (6) months from the intervention.

In the event that the supplier fails to fulfil his warranty obligation, the client reserves the right to carry out the necessary work or have it carried out by a third party at the supplier's expense.

ARTICLE 17 – INTELLECTUAL PROPERTY

The Supplier warrants that it holds the intellectual property rights necessary for the execution of the order and indemnifies the Purchaser against any claims by third parties in respect of such rights.

Each party remains the sole owner of the intellectual property rights on its own knowledge.

If the Purchaser's own knowledge is required for the execution of the order, the Purchaser may grant the Supplier a right of use for its execution.

The Provider shall not make any other use or copy or reproduce the corresponding data in whole or in part.

The Supplier undertakes not to modify in any way whatsoever the knowledge provided by the Purchaser for the execution of the order without having obtained the Purchaser's prior express written consent, and in any event not to acquire any intellectual property rights on the basis of the Purchaser's own knowledge.

If the supplier's own knowledge is required for the use of the supplies, the supplier grants the purchaser a right of use free of charge for the legal duration of the intellectual property rights and for all countries of the world, and the purchaser undertakes not to use this knowledge for any other purpose.

If software is required for the use of the supply, the supplier undertakes to deposit the source codes of this software with the Program Protection Agency under a registration number communicated to the purchaser.

In the event that the supplier abandons the exploitation of the said software, or ceases its activity and is not taken over by a third party, the source codes of the said software must be made available to the purchaser with the right to use them for the purposes of the supply. When the supplier plans to use "free" or "open source" software that has an impact on the use of the products, it must obtain the prior written agreement of the purchaser after justifying the use of this type of software by documenting it and specifying the licensing conditions. In any event, the use of such "free" or "open source" software shall not reduce the guarantees provided by the supplier or limit or exclude the supplier's liability in connection with the execution of orders.

ARTICLE 18 – INSURANCE

The supplier undertakes to take out and maintain the necessary insurance with companies known to be solvent, up to an amount corresponding to the risks and responsibilities incumbent upon it.

In particular, the supplier must have general and professional civil liability insurance covering its professional activity in general and damage of any kind caused to property, including that resulting from damage to computer systems.

The supplier must justify, at the first request of the purchaser, the validity of the insurance policies taken out by producing certificates issued by its insurers, stating the nature and amount of the guarantees granted. For as long as the contractual obligations remain in force, the supplier must produce the warranty renewal certificates.

In the event of insufficient coverage, the purchaser may require the Supplier to take out additional guarantees.

The deductibles contained in the insurance policies taken out by the Supplier shall not be enforceable against the Purchaser.

The insurance taken out cannot in any way limit the supplier's liability.

ARTICLE 19 – SOCIAL LEGISLATION

The supplier guarantees that it complies with the social legislation to which it is subject.

It also guarantees that the supply will be carried out in accordance with the social legislation in force in the country in which the supply is carried out.

If the supply is made in France, the supplier undertakes to comply with the social legislation relating to the fight against undeclared work (Articles L. 8222-1 et seq. and Articles R. 8222-1 et seq. of the French Labor Code) and foreign labor (Articles L. 8253-1 et seq. and L. 8254-1 et seq. of the French Labor Code).

Depending on whether the supplier is domiciled in France or abroad, it undertakes to provide the purchaser, on the date of the order and in any event before the start of performance of the supply and then every six (6) months until the end of performance of the order, with either the documents referred to in Articles D. 8222-5 and D. 8254-1 et seq. of the French Labor Code, or the documents referred to in Articles D. 8222-7 and 8 and D. 8254-3 et seq. of the French Labor Code. In addition, if the supplier seconded employees under the conditions provided for in Articles L.1262-1 and L.1262-2 of the French Labor Code, it must inform the purchaser before the start of the execution of the order and at the same time provide the purchaser with proof that it has fulfilled the obligations mentioned in Article L.1262.2.1 of the French Labor Code. The supplier undertakes to comply with the legislation on minimum wage, as well as with the regulations requiring that the accommodation conditions of the seconded employees are compatible with human dignity.

ARTICLE 20 – COMPLIANCE

The Supplier warrants to Buyer that the Supply complies with the regulations and standards applicable in the country in which it is delivered to the Buyer and in any other country for which the Supplier has been informed that the Supply would be used.

In this respect, the supplier must hand over, or undertake to hand over at the first request of the purchaser, the certificates required by the regulations concerning the products.

In addition, the supplier commits to implement all necessary measures in its supply chain to ensure that the materials do not come from a country in a conflict and high-risk area, and to provide, when requested, data on these supply chains.

The supplier also guarantees to the purchaser that the supply complies with the legal and regulatory provisions, the quality requirements and applicable standards concerning in particular health, hygiene, safety, product traceability and environmental protection.

The supplier undertakes to communicate to the purchaser at the time of delivery of the supply the information available to him to enable the safe use of the supply.

The supplier undertakes to inform the purchaser of any change in the applicable legislative and regulatory provisions and standards affecting the conditions of delivery or performance of the Supply.

ARTICLE 21 – CONFIDENTIALITY

The Information is confidential, without the need for the Buyer to specify or mark its confidentiality.

The supplier shall not disclose the confidential information without the prior written consent of the buyer, it being specified that the confidential information may belong to another company of the ADDEV Group.

The disclosure of confidential information by the Purchaser or access to such information by the Supplier shall in no way be construed as conferring on the Supplier any right to such confidential information.

The Supplier undertakes to use the confidential information only for the purpose of fulfilling the order and to communicate the confidential information only to those members of its staff directly involved in the execution of the order and only to the extent that such communication is necessary for its fulfillment.

The Supplier agrees not to disclose or make available confidential information to third parties without Buyer's prior written consent and to enforce its confidentiality obligations on its personnel and any other person authorized by the Buyer to access the confidential information. However, these obligations shall not apply to confidential information which was already in the public domain prior to its disclosure, which was, at the time of its receipt by the Supplier, in its lawful possession or was lawfully acquired from third parties, without any restriction as to its disclosure.

If the Supplier is required by law or by mandatory judicial or administrative order to disclose Buyer's Confidential Information, the Supplier shall notify the Buyer immediately and shall require the persons or entities to whom such information is to be disclosed to treat it as confidential.

The supplier undertakes not to publish any article or advertisement relating to the order, the supply or any other information in connection with its business dealings with the purchaser, without its prior written consent.

Unless otherwise specified in the order, the confidentiality obligations set forth in this section shall remain in effect for the duration of the performance of the order and for a period of five (5) years from the end of the warranty period of the supply.

In order to ensure the security and integrity of the purchaser's confidential information and its media, the supplier must take all necessary precautions to protect it, in particular by using computer access control, encryption and cryptography methods.

ARTICLE 22 – FORCE MAJEURE

Each party shall notify the other party in writing as soon as possible and no later than ten (10) calendar days of the occurrence of a force majeure event that prevents it from performing its obligations under the contract documents.

Obligations whose performance is rendered impossible by the occurrence of an event of force majeure shall be suspended for the duration of such event, subject to the provisions of the "Termination" article.

The party invoking force majeure undertakes to take all measures to limit the prejudicial consequences of this event for the other party.

For the application of this clause, an event meeting all of the following conditions shall not be considered as constituting a case of force majeure:

- beyond the control of the party invoking it;
- cannot be reasonably foreseen when the order is issued;
- unable to be avoided by appropriate measures ;
- prevent the performance of an obligation.

The Supplier may only invoke delays of its own suppliers or subcontractors when the cause of such delays can be considered as force majeure under this clause.

ARTICLE 23 – SUBCONTRACTING

The purchaser having chosen the Supplier in consideration of its competence, the Supplier undertakes not to transfer or assign all or part of the order to a third party without the purchaser's prior written consent. In case of authorization, the assignee will be considered as a full-fledged supplier and will have to comply with all the conditions provided for in the contractual documents.

The purchaser reserves the right to transfer or assign the order in whole or in part to any company of the ADDEV Group or in the context of a merger, demerger or partial contribution of assets, to any third party of its choice, subject to sending written notification to the supplier.

Supplier authorizes Buyer to make such transfers or assignments and agrees that the assignee shall be solely responsible for performance of the order from the time of notification of transfer or assignment, releasing Buyer from any contractual liability for obligations arising thereafter.

Supplier agrees not to subcontract all or any part of the Order to a third party without Buyer's prior written consent.

If the supplier is authorized to subcontract, it undertakes to pass on the obligations contained in the contract documents to its subcontractors.

The supplier shall remain solely liable to the purchaser for the performance of the subcontracted supply, and may not invoke the possible failings of its subcontractors to limit its liability.

ARTICLE 24 – EXPORTATIONS

The parties agree to comply with export control laws and regulations applicable to the Supply (including Software where applicable).

In the event that the export, or re-export, of all or part of the Supply is subject to obtaining an export license, the supplier agrees to apply to the appropriate governmental authorities for any license or governmental authorization necessary for Buyer's use of the Supply and its delivery to customers or any other end user.

The Supplier shall immediately notify the Buyer of the issuance of the export license by the appropriate governmental authorities, or the existence of an exemption, and shall provide the Buyer with a copy of such license or a certificate describing, among other things, the restrictions applicable to the re-export or retransfer by the Buyer of all or part of the Supply to a third party.

It is specified that the notification by the supplier to the purchaser of the classification of all or part of the supply and the issuance of the export license are prerequisites for the entry into force of the order.

If the export license is withdrawn, not renewed or invalidated due to the supplier's fault, the purchaser reserves the right to terminate the order while retaining the right to compensation for the damage suffered as a result of this breach

ARTICLE 25 – ETHICS

The Supplier declares that it has not violated any anti-corruption laws and regulations, that it has not been subject to any civil or criminal sanctions, in France or abroad, for violation of anti-corruption laws and regulations, and that no investigation or proceedings that could lead to such sanctions are pending against it.

The Supplier warrants that it complies and will comply with the legal provisions on combating bribery in accordance with the OECD Convention of 1997 and the United Nations Convention against Corruption (UNCAC) of 2003, and that it has not given and will not give, directly or indirectly, any advantage whatsoever for the purpose of or in consideration of the conclusion of the order.

In the event of non-compliance with this clause, the purchaser may terminate the current orders with immediate effect and without compensation, in addition to any recourse it may decide to take against the supplier.

ARTICLE 26 – TERMINATION

Either party may terminate the order by sending the other party a registered letter with acknowledgement of receipt in the following cases:

- in case of non-performance by the other party of any of its contractual obligations thirty (30) days after formal notice by registered letter with acknowledgment of receipt remained without effect;
- in the event of the commencement of safeguard, recovery or liquidation proceedings against the other party, subject to the applicable provisions of public policy;
- in case of non-performance by the other party of its obligations following the occurrence of an event of force majeure whose duration would exceed one month from its notification to the other party, or resulting in a delay making the time of execution of the order incompatible with its purpose, or permanently preventing the execution of the order;
- in all cases provided for by the regulations in force.

In the event of termination of the order by the Purchaser due to the Supplier's fault, the Purchaser reserves the right to execute or have executed all or part of the order at the expense of the Supplier.

The supplier undertakes to communicate all the elements necessary for the realization of the Supply, on request of the purchaser.

In all cases of termination, for whatever reason, each party shall remain obligated to fulfill its contractual obligations until the effective date of termination, without prejudice to any damages that the complaining party may obtain as a result of the damages suffered as a result of the defaulting party's failure to perform its obligations.

ARTICLE 27 – DATA PROTECTION

If the supplier is obliged by law or by a mandatory judicial or administrative decision to disclose the purchaser's data directly or indirectly, the supplier undertakes to inform the purchaser immediately, to use all legal means at its disposal to oppose such requests and to take all necessary measures to minimize the impact of the disclosure of the stored data and to redirect the administrative or judicial authority to the purchaser.

In the event of a third party request for access to Buyer's data, the Supplier shall reject the request and redirect the third party to request the data directly from the Buyer.

The parties undertake to comply with the applicable regulations on the protection of personal data, and in particular to use personal data only for the purposes of executing the order, to put in place all necessary security measures to protect this type of data, to ensure the compliance of any transfers outside the European Union, to delete this data at the end of the period of retention agreed between the parties or at the legal deadline, and to comply with the requests of the persons concerned.

Each party also undertakes to notify the other party of any data breaches that have an impact on the processing of such data.

Within the framework of the management of their respective customer/supplier files, the parties may transmit to each other the contact details of the persons in charge of managing their commercial relations, and thus each act as a non joint data controller.

ARTICLE 28 – MISCELLANEOUS PROVISIONS

The fact that a party does not avail itself of any of its rights under the contractual documents shall not be construed as a waiver of such rights for the future.

If a provision is invalid, the other provisions shall remain in force, and the parties shall endeavour to adopt a new provision that can replace the provision in question in order to maintain the contractual balance.

The supplier is acting in its own name and on its own behalf and has no

power or authority to bind the buyer.

Nothing in the Contract Documents shall be construed to create between the Supplier and the Buyer any agency, joint entity, or agent/employer Relationship.

ARTICLE 29 – APPLICABLE LAW

By express agreement between the parties, the contractual documents are subject to French law, excluding the Vienna Convention on the International Sale of Goods.

ARTICLE 30 – COMPETENT JURISDICTION

Any dispute relating to the formation, validity, interpretation, execution, termination or resolution or their consequences, of any of the contractual documents is the exclusive competence of the Commercial Court of Lyon, except for derogatory provisions with regard to the nature of the dispute, notwithstanding plurality of defendants or appeals in warranty.

However, the parties may by mutual agreement agree, before any referral to the court, to resort to mediation.

The General Purchasing Conditions in French language shall prevail over any translation, should discrepancies or missing terms be identified.