

GENERAL TERMS AND CONDITIONS OF PURCHASE
(Applicable except if otherwise specified in the order)

1 - Acceptance of orders

The present general terms and conditions of purchase (hereinafter "GTCP") apply automatically to orders issued by EXXELIA Sic Safco (hereinafter "Purchaser") for the supply of material products (hereinafter "Products") or of services (hereinafter "Services") by the supplier (hereinafter "Supplier").

The Supplier shall acknowledge receipt of this order to the Purchaser within 48 hours and shall confirm its ability to meet all requirements in particular price and delivery times.

The acceptance of the order by the Supplier - including by beginning of execution - implies his unconditional acceptance of these GTCP and waiver of his own terms and conditions of sale, regardless of the provisions on the documents, including estimates, offers, catalogs, acknowledgement of receipts and invoices.

No reservation made by the Supplier in relation to an order or to the GTCP shall be deemed accepted without the prior written consent of the Purchaser.

In any event, the Supplier shall be deemed to have accepted all special contractual terms and conditions on the order and which take precedence over these terms and conditions which are an integral part of the order. In addition, these general terms and conditions and the special terms and conditions take precedence over any agreements that have been previously entered into between the Supplier and the Purchaser. The acknowledgment of receipt, as well as any correspondence, invoice, statement, concerning this order must bear as reference, the Supplier code, number and date of this order, and be sent to the addresses listed on the face of this order. The contract between the parties shall be deemed entered into at the date of acceptance of the order by the Supplier.

2 - Conformity of Products with specifications

Each delivery must strictly comply with the requirements of the Purchaser and must be made under the conditions referred to in Article 8. This means with no defect. Any deviation formally identified will be subject of a claim and will cause a return which shipping costs will be borne by the Supplier, unless Purchaser prefers, after having ascertained and notified the lack of conformity, to request cancellation of the sale at the Suppliers' fault or its refund or to select another supplier of their choice, at the expense of the Supplier. Each non-conformity detected afterwards namely on work in progress Products at the Purchaser's premises and/or at the final customer's premises will be treated in a similar way, with, in addition, bearing of the associated costs by the Supplier.

Conformity of the delivered Products also concerns the quantities requested, which may therefore be subject to reservations and give rise to the application of the above provisions. Any checks made by the Supplier, an administration or other agency may not constitute a derogation from the conformity of the delivery.

3 - Quantities

The quantities ordered are firm and cannot be modified without the written consent of the Purchaser. Surpluses or early deliveries indicating the existence of surpluses will be returned at the Supplier's expense. The missing quantities will be treated as delivery delays.

4 - Delivery times

The time limits agreed between the parties are mandatory and must be strictly adhered to under penalty of damages. Their respect constitutes for the Purchaser an essential clause for the issuance of the order.

The Supplier shall be entirely responsible for any delay in delivery and/or performance of Services and shall bear any damaging consequences, direct or indirect, without prejudice to the Purchaser:

- to apply an interest rate on arrears on the value, exclusive of tax, of the order (while maintaining it) namely, if the delay exceeds a period as defined below: (in working days): 0 to 7 days: 5%, 8 to 14 days: 10%, 15 days to 1 month: 20%, over a 1 month: 30%; and/or

- to request the cancellation of the sale at the Supplier's fault, and/or

- to select another supplier of their choice, at the expense of the Supplier.

The Purchaser reserves the right to pass on to the Supplier the penalties he would have to pay to the final customer for delays attributable to the Supplier.

The mere expiration of the time limit specified for delivery of this order constitutes formal notice to deliver without the Purchaser be required to demonstrate its intentions otherwise, including in particular to accept delivery after the time limit agreed.

The required time limit must be confirmed in the acknowledgment of receipt of the Supplier. In case the Supplier is unable to meet the deadline, he shall inform the Purchaser immediately in writing and specify the new date in the acknowledgment of receipt. Failing to receive this acknowledgment of receipt within eight days, the requested delivery date will be considered as contractual.

5 - Compliance with regulation

The Supplier commits to deliver to Purchaser Products and Services which are in conformity with the European directives which are applicable to them in particular ROHS, REACH, ...

The Supplier shall demonstrate the application of a management system of quality ISO 9000 meeting our supplier quality requirements No. 801.12.390, when required.

In case of processes, organization and materials changes that could affect the quality of the Product and/or Service, the Supplier commits to inform the Purchaser.

The Supplier shall allow access to the agency, to its customers and to regulatory authorities, to the production sites involved in the order and to the records evidencing its compliance.

The Supplier certifies that the supply will be made in compliance with the labor legislation in force, including that relating to concealed employment (articles L.8222-1 and following and R.8222-1 to R.8222-3 of the Labor Code), foreign worker (Articles L.8254-1 to L.8254-4 of the Labor Code) and child labor.

The Supplier commits to inform Purchaser of any changes in laws and regulations and applicable standards that could affect the conditions of delivery of Products or performance of Services.

Breach by the Supplier of its obligations under the present article shall entail the automatic termination of any commercial relation between the parties (including any pending order).

6 - Price

Prices are fixed, firm and non-revisable and quoted inclusive of charge, including transportation, packaging, unloading, insurance, taxes, charges, duties excluding VAT.

Any upward readjustment or application of an indexation clause are effective against the Purchaser only if they have been expressly accepted by him and in writing.

7 - Payment terms

Unless otherwise specified and accepted by the Purchaser, and in accordance with the provisions of Law n° 2008-776 of August 4, 2008 (*LME*), deliveries will be paid 45 days end of month or 60 days net. Invoices are sent at the place of delivery or of performance.

Supplier's invoices shall necessarily reproduce the mandatory legal notices and those required by the Purchaser, the number and the complete subject of the order, the intra-community identification number and will be sent to the billing address indicated by Purchaser together with any potential supporting document signed by both parties confirming receipt of the Products and/or Services. Failure to comply with these requirements shall result in automatic return of invoices and shall suspend the payment without penalty until the dispatch of another complete invoice.

According to the *LME* law, in case of late payment, but subject to the perfect performance of the service or to the conformity of the delivery, the parties agree that the interest rate for the penalties for delay will be equal to three times the legal interest rate.

Suppliers from the European Union, apart from France, are required to state the customs code and the net weight of the items on the invoices. Payment of the invoice does not entail the automatic acceptance of the delivered Products.

8 - Reception of Products

Unless formal agreement between the Supplier and the Purchaser, the Products are sent at the risks of the Supplier. All Products are finally received and accepted only after verification upon arrival at the site of the Purchaser and supply by the Supplier of a delivery note, the reception of the Products having to be made during business hours specified in the order. In case of damage or non-conformity to order specifications (quality, appearance, performance, quantity, etc.), Products remain at the disposal of the Supplier who is informed. The Purchaser's rights apply in the conditions referred to in article 2 above.

9 - Confidentiality

All information received by the Supplier from the Purchaser for the purpose of the execution of the order shall remain the property of the Purchaser or of the final customer and are considered strictly confidential, without the Purchaser having to specify or indicate their confidentiality ("Confidential Information"). The Supplier shall only use them in the context of the order and shall return them to the Purchaser after completion of the order.

The Supplier commits not to copy, expand, modify, manufacture, market products, services, and/or any parts or components of such products or services, alone, with or through a third party, in breach of the confidentiality obligations stipulated in this article, or of the intellectual property rights of the Purchaser. In case of cancellation of the order or at the end of the warranty period, the Supplier shall promptly return or destroy all Confidential Information. The Purchaser reserves the right to carry out or have checks carried out on the premises of the Supplier.

10 - Packaging

Unless otherwise specified in the text of the order, the supply of the Products means carriage and packaging paid, any operations of transportation, insurance, unloading and handling to the premises agreed for the delivery, etc., being the responsibility of the Supplier and at his expense. Where appropriate, returnable packaging shall be clearly identified and shall be returned to the Supplier by us, postage due.

11 - Warranty

The Supplier warrants to the Purchaser that the Products and Services delivered or supplied are in conformity with the Purchaser's specifications and are free from any defect or flaw, conspicuous or concealed, including material defect when it has been supplied by the Supplier, and design defect when not made by the Purchaser.

The Supplier shall indemnify the Purchaser for any material and immaterial damage, direct and indirect which would result from any lack of conformity and of quality of Products and Services.

In particular, the Supplier grants to the Purchaser a warranty covering free of charge, at the choice of the Purchaser, any restoration or replacement of the Product, rectification of the Service enabling to achieve the performance of the supply described in the specifications, or refund of the price of the Product or the Service. The Supplier shall bear all costs arising from any failure of the supply, including the cost of the parts, of labor, of dismantling, of transportation, of customs and of reassembly of the Products.

The Supplier also stands security for the Purchaser of the peaceful enjoyment of the Products. Any proceedings or remedies of any third party owners of any right of industrial property on the Products shall be borne by the Supplier and shall give rise to the payment of damages to the benefit of the Purchaser.

The Supplier guarantees the conformity of the Products and Services for a period of twenty-four (24) months as from reception.

In case of repair or replacement of a Product, a new period of warranty of twenty-four (24) months on the Product begins to run from the commissioning of the repaired or replaced Product.

12 - Reservation of rights

Any limitation of liability clause and/or exclusion clause is effective against the Purchaser only if it has been expressly accepted by the Purchaser in writing.

13 - Dispute – Claim

It is expressly agreed between the parties that any dispute between the parties arising as a result of these general terms and conditions are subject to the law of the registered office of the Purchaser, to the exclusion of the Vienna Convention on the International Sale of Goods.

ANY DISPUTE RELATING TO THE VALIDITY, INTERPRETATION, ENFORCEMENT AND/OR TERMINATION OF THE CONTRACTUAL DOCUMENTS SHALL, BY EXPRESS AGREEMENT, BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COURT OF THE REGISTERED OFFICE OF THE PURCHASER NOTWITHSTANDING MULTIPLE DEFENDANTS OR INTRODUCTION OF THIRD PARTIES

