

**1. FIELD OF APPLICATION**

1.1 These general purchasing terms and conditions ("GPTC") apply to the purchase of any materials, objects, products, components, software, and all services (called "Goods"), offered or supplied by all suppliers (hereinafter referred to as the "Sellers") to UGITECH (hereinafter referred to as the "Purchaser") and to which the Purchaser refers. They are applicable to all requests for estimates made by the Purchaser to the Sellers as well as to all proposals made by the Sellers, and are an integral part of any order (hereinafter referred to as the "Order") placed by the Purchaser with the Sellers. Any provision not contained in the GPTC, an Order or any other document to which express reference may be made shall not be binding on the Purchaser, unless there is a written agreement to the contrary. Any provision not given in Order confirmations, preliminary offers or other document issued by the Sellers shall not be binding on the Purchaser, even if it has not been explicitly refused.

1.2 Any Order, modification to an Order, addition or amendment shall not be binding on the Purchaser unless the Purchaser has issued a written agreement, duly signed by the persons authorised to bind the Purchaser.

1.3 In the case where certain provisions of these GPTC may not be applied for any reason whatsoever, all the other terms and conditions shall remain valid.

1.4 The special clauses in an Order, the specific provision agreed in writing with the Purchasers and any other document to which they refer which would be in contradiction with these GPTC shall prevail over These Presents.

**2. PRICES – ESTIMATES – PAYMENT TERMS – INVOICING**

2.1 The price offers and estimates made by the Sellers are binding thereon for at least 60 days from their receipt by the Purchaser.

2.2 The prices given on the Orders are firm and cannot be revised. They include all taxes (excluding Value Added Tax), contributions, insurance and all other costs incurred by the Sellers to fulfil the Order up to and including the delivery of the Goods at the final destination designated by the Purchaser, all packaging, protection, wedging and stowing elements as well as all the documents, accessories, equipment and/or tools appropriate and necessary for the use and full and functional maintenance of the Goods, and include all payments for the use of all industrial or intellectual property rights, including those of third parties.

2.3 Each time Goods are delivered fulfilling an Order, the Sellers shall send invoices in duplicate drawn up in accordance with the requirements of the law and those of the Purchaser, and mentioning the dates and number of the Purchaser's Order, the Sellers' references, the degree to which an Order is fulfilled justifying a down payment, its amount or, depending on the case, the balance remaining due. An invoice may not refer to more than one order.

2.4 The invoices issued in due form shall be paid within 60 days after the date of the invoice. Nevertheless, the Purchaser reserves the right to suspend payment in the case where the Goods delivered by the Sellers do not conform with an Order. In this case, the Sellers may not claim any interest for late payment (even on part of the price), penalties, or any other form of compensation.

2.5 If an invoice is not expressly rejected this does not mean that it has been accepted. Payment of an invoice does not mean acceptance of the Goods ordered or delivered. To be valid, the Purchaser's acceptance of the Goods must be express and only mean that the Purchaser acknowledges that the Delivery has been made.

**3 QUALITY – SECURITY – SUSTAINABLE DEVELOPMENT**

3.1 Prior to any price proposal or estimate, the Sellers shall (i) obtain all the information on the requirements and the destination of the Goods stipulated by the Purchaser to provide it with all the advice and information necessary with regards to the Goods proposed, (ii) to inform it fully of all uses, regulations and standards applicable to each delivery. When fulfilling an Order, the Sellers shall determine and apply the quality assurance programmes and carry out all research and quality tests that may be necessary. The Sellers shall keep the Purchaser regularly informed of the results of these measures.

3.2 UGITECH, in application of the principles of sustainable development, is strongly committed to the protection and improvement of safety, health, social dialogue and the environment. Safety in the work place, in particular, is a priority for the Purchaser. The Sellers shall supply the Purchaser with Goods and/or all equipment necessary strictly conforming to the standards of safety, healthy working, the social and environmental regulations applicable to each Delivery (according to the laws and regulation in force, the safety standards applicable to the Purchaser, etc.).

3.3 The Sellers shall send the Purchaser all relevant information on safety, security or the environment concerning the Goods and/or their processing, manipulation and use. For this purpose, the Sellers shall inform the Purchaser of all particular constraints at the designated Delivery site (configuration, activities, transport, traffic and movements). The said information shall in no way limit the Sellers' liability. In the event that the Sellers do not comply with the obligations on safety, health or the environment, the Purchaser shall have the right to cancel the Order at the Sellers' expense and risk.

3.4 In particular, the obligations and rules emphasised in points 3.1 to 3.3 include the application of rules (EC) No. 1907/2006 (REACH) and (EC) No. 1272/2008 (EU-GHS). Furthermore, the Sellers undertake:

1. In the case of Goods such as raw materials and industrial consumables: to supply the Purchaser (considered as the *Downstream User*) with products of which the component *Substances*, unless exempted by the rules, have been *pre-registered / registered*. In the event that a *Substance* has not been *pre-registered / registered* in accordance with the REACH provisions, the Seller must inform the Purchaser of this fact immediately and suspend the Delivery of the *Substance* or *Preparation* in which this *Substance* is incorporated. The Purchaser may then, at its convenience, cancel all or part of the Order, without prejudice to the damages which the Seller may have to pay.

2. In the case of Goods such as a *Preparation* or *Article*: the Purchaser shall be informed within the shortest possible time if the *Preparation* / the *Article* supplied contains a *Substance* included or proposed for entry in Appendix XIV concerning *Substances* subject to authorisation under the REACH regulations.
3. To comply with articles 31 and 33 of REACH, by providing the Purchaser considered as the *Upstream User*, in the meaning of REACH, with a Safety Data sheet (SDS) for each product supplied, established in compliance with Appendix 2 of the REACH regulations. The Seller should provide the Purchaser with a revised SDS, including the *Substances' registration numbers*, within 10 days after the revision or updating thereof, and in the language of the Delivery country.

The terms in italics are understood as having been defined in regulation (EC) No. 1907/2006 (REACH).

3.5 Consequently, the Sellers shall suffer any harmful consequence resulting from their action or inaction concerning quality, safety, security and the environment, with regards to both the Purchaser and any third party, the Sellers acknowledging their full liability in the case where the Purchaser exercises its right to cancel the Order in question.

#### **4. DELIVERY – TRANSFER OF OWNERSHIP – PACKING – TRANSPORT**

4.1 Unless stipulated otherwise, the Goods are sold in application of Incoterm DDP (latest edition of the ICC), unloaded at the final destination given by the Purchaser ("Delivery"). If no more specific delivery location is given, the delivery shall be made to the unloading dock, or the customary location where the Purchaser receives deliveries.

4.2 Prior to Delivery:

- The Sellers should check that the Goods comply with the Order specifications, in particular, the quantities, qualities, weight and dimensions as well as the absence of any damage suffered by the Goods or their packing.

- The Goods should be packed so that they do not suffer damage during their transport or handling. Each batch should be marked distinctly in compliance (i) with the regulations in force, particularly in the case of hazardous products, if the case arises, (ii) with the Purchaser's instructions; at the least, the markings should mention the Purchaser's order number, the Sellers' identification, the batch number, the place of Delivery, the description of the Goods, the weight and quantity, and all indications required for the Goods' receipt and correct assembly. Slings and other handling accessories shall be supplied with the Goods. At the Purchaser's request, the Sellers should take back all the packing materials after delivery. In the case where the Sellers wish to use the Purchaser's resources (employees, equipment) at the place of delivery, they shall inform the Purchaser thereof with a minimum of 24 hours' notice. The said resources shall be used at the Sellers' risk and under their control.

- The Sellers shall select the packing materials and methods so as to minimise the costs of use and according to the following objectives: protection, security, recycling capacity, energy saving and ease of destruction.

4.3 Transport:

- The Sellers undertake to take all steps necessary to ensure appropriate transport for the Goods by using all suitable resources, by using appropriate equipment and accessories, with the assistance, if necessary, of experienced and solvent agents or sub-contractors. The Sellers shall organise the transport of the Goods to the place of Delivery in such a way as to avoid all damage to the Goods and to third parties, as well as any risk when the Goods are unloaded at the Purchaser's place of Delivery.

- Abiding by the delivery times stipulated in the Order is one of the principal conditions thereof. The Purchaser has the right to cancel the order if this is not carried out within the stipulated time limit, without prior formal notice being required. The Purchaser reserves the right to refuse partial or early deliveries; in these cases, the Purchaser shall have the right to return or to store these partial or early deliveries, at the Seller's expense and risks.

In the case of late delivery, the Sellers shall immediately inform the Purchaser in writing, giving the reason and/or the duration thereof as well as any information on the steps taken to remedy it and to speed up the delivery. In the case of late delivery, the Purchaser shall have the right, without prejudice to any other right, to claim damages for each full week late, with interest at 1% of the Order value, up a limit of 10%. The Purchaser shall inform the Sellers of its decision to retain these damages, at the latest on the payment date of the first invoice issued after the late delivery. These damages shall be due without prejudice to any other of the Purchaser's rights to compensation.

4.4 The ownership of the Goods shall be transferred unconditionally to the Purchaser as of Delivery thereof. Unless otherwise agreed, the Sellers may not claim application of any clause reserving ownership. In fulfilling the Order, it is up to the Sellers to refuse any application of such clauses in their relations with their own suppliers or sub-contractors. Notwithstanding the Delivery conditions, the risks of loss or damage to the Goods shall be borne by the Sellers until the Purchaser's formal acceptance thereof.

#### **5. ACCEPTANCE – INSPECTION**

5.1 Without prejudice to the provisions of Clause 4.2, the Purchaser reserves the right to check the progress and proper fulfilment of the Order and to undertake all inspections of the quality and tests that it deems necessary. The Sellers should guarantee that the Purchaser and its representatives have free access to their premises, at any time. This shall in no way release the Sellers from their obligations stipulated in the Order nor to limit them.

5.2 All the requirements mentioned in the Purchaser's quality systems shall be considered as a specification in the Order itself; the Sellers shall set up and implement a quality system in accordance with the ISO 9001 (2000) standards or their equivalent (depending on the nature of the Goods). The Purchaser or its agents have the right to carry out quality audits and checks of the quality system of the Sellers or their sub-contractors.

5.3 In the case where all or part of a Delivery is refused, the Purchaser shall store and/or send back the Goods at the Sellers' expense and risk.

#### **6. TECHNICAL DOCUMENTATION – USER AND MAINTENANCE GUIDES**

The Sellers shall provide the Purchaser, within the time limits agreed or, at the latest, when the Goods are delivered, with all the technical documentation concerning the Goods, in particular including the user and maintenance guides, training

manuals, drawings technical data sheets, product safety sheets, factory inspection certificates, certificates of conformity and any other documentation of use. Unless there is an indication to the contrary in the Order, the delivery of software, or Goods including software, shall contain the source codes and related object codes and enabling the Goods to be maintained and/or adapted. The said technical documentation or all specific equipment and accessories relating to the fulfilment of an Order shall remain the Purchaser's property and shall be considered as being an integral part of the Goods in the meaning of the GPTC. This documentation shall be provided in the language of the country of delivery, unless there is a provision to the contrary.

## **7. GUARANTEE – LIABILITY**

7.1 The Sellers guarantee that the Goods comply with the specifications and requirements agreed, that they are technically advanced and appropriate to the particular intended uses the Purchaser expects and that they comply with all the legal obligations and standards in force, and especially those concerning the environment, safety, working conditions and employment. All declarations or guarantees in the Sellers' catalogues, brochures, sales documents, quality systems are legally binding. The Sellers guarantee that the Order's technical specifications conform to the Purchaser's technical specifications and acknowledge having carefully examined these specifications and having had the possibility to request all the details necessary, particularly with regards to the requirements on compliance with regulation (EC) No. 1907/2006 (REACH) and (EC) No. 1272/2008 (EU-GHS).

The Sellers shall deal with any complaint, request, loss, damage, cost or expenditure caused by the violation of Clause 3.4 of these General Purchasing Terms and Conditions without the Purchaser being held liable, as *Downstream User* in the meaning of the REACH regulations.

7.2 The Sellers shall guarantee the Goods' failure to achieve the expected results for a period of two years from start of use thereof. Complaints made under this guarantee shall suspend the guarantee period until the Sellers have repaired the defect and the guarantee period shall then be extended accordingly.

7.3 At any time whatsoever, if it turns out that certain of the Goods do not conform to what is guaranteed, the Purchaser may, at its discretion, and by notifying the Sellers in writing (a) cancel the Order in accordance with the provisions of Clause 11 (Cancellation), (b) accept the said Goods with a fair reduction in price or (c) refuse these non-conforming Goods and demand that replacement Goods be delivered or the necessary repairs carried out, all at the Sellers' expense. All the Goods refused, regardless of the reason thereof, shall be returned to the Sellers, at their expense and risk, or shall be stored at the Sellers' risk in the Purchaser's warehouse. On expiry of a 15-day time limit starting from the notification of refusal, the Sellers shall be liable for payment of the costs of storing these Goods in a warehouse.

7.4 If the Sellers fail to fulfil their obligations to deliver appropriate replacement products or, depending on the case, rapidly or urgently carrying out the repairs, the Purchaser shall have the right to replace or have repaired the said Goods by another supplier and to have the Sellers reimburse all the resulting costs.

7.5 All the Goods repaired or replaced shall be subject to the provisions of this clause and the guarantee period mentioned in these GPTC shall fully resume from the date of the said delivery or repair.

7.6 The Sellers shall be liable for all direct losses or damage, accessory, special or consequential, including losses of income, suffered by the Purchaser due to late delivery, defective Goods or all other failures by the Sellers in fulfilling the Order.

7.7 The Purchaser's rights and proceedings as stipulated in these GPTC are additional to those provided for by law.

7.8 In any case, no inspection, approval or acceptance of the Goods may release the Sellers from liability for defects or other failures to satisfy the terms and conditions of the Order.

7.9 The Sellers undertake to supply the Goods, their parts or components for repairs, maintenance or development during the entire duration provided for in the Order, including the guarantee period, and also undertake that the manufacture and distribution thereof shall not be interrupted. The Sellers undertake, unless there are specifications to the contrary, to deliver spare parts during a minimum period of 10 years from the official notification that production of the end product has been terminated. In the case where the Sellers decide at a later date to stop manufacturing all or part of the Goods, the Sellers shall inform the Purchaser thereof at least one month beforehand, so that the Purchaser can place additional Orders.

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Sellers guarantee that neither the Goods the subject of the Order nor their sales are an infringement or in violation of trade marks, patents, copyright or other rights of third parties. The Sellers shall compensate the Purchaser and guarantee it against any actions, complaints, liabilities, losses, costs, legal fees, expenditures and damage due to or arising from any infringement of industrial and/or intellectual property rights. If the Purchaser requests it, the Sellers, at their own expense, shall defend the Purchaser against these complaints, legal actions and proceedings.

8.2 In the event that the Goods are the subject of actions or complaints for infringement of industrial and/or intellectual property rights, the Sellers, in the shortest possible time, shall either obtain the right for the Purchaser to use the Goods, or modify or replace the Goods to terminate the said infringement. The modification or the replacement of the said Goods may in no way lead to a decrease or a restriction in the use or the function of the Goods or their capacity to meet the Purchaser's specific needs. Failing this, the Purchaser shall have the right, abiding by a notice period of eight working days, (a) to take all measures it deems necessary to protect its rights, and (b) to obtain from the Sellers the reimbursement of the total cost of the said measures.

8.3 Insofar as they result from the Order, inventions that can be patented and creations that can be protected as well as their results, shall be the property of the Purchaser unless the Sellers can prove that they result from the Sellers' sole invention capacity and they were developed independently of the Order.

## **9. CONFIDENTIALITY – EXCLUSIVE PROPERTY RIGHT**

9.1 All written or verbal information given by the Purchaser to the Sellers concerning the Purchaser's know-how, the specifications, procedures, needs and other information, documents and technical data, must be treated as confidential and shall not be disclosed to third parties without the Purchaser's prior and written agreement for at least five years after the date of disclosure thereof to the Sellers. This information may only be used exclusively to fulfil the Order or for the purpose of preparing proposals or estimates.

9.2 The property rights and copyright relating to the designs, drawings, samples and other documents delivered by the Sellers shall become the Purchaser's property and shall never be reproduced or disclosed to third parties without the Purchaser's prior written agreement.

## **10. FORCE MAJEURE**

10.1 The party concerned by a *force majeure* event must immediately notify the other party in writing and provide the latter with all related information and proof, in particular, indicating the period during which this event is likely to delay the fulfilment of this Order in due form. Strikes affecting the Sellers, public transport strikes or other events of any sort affecting the Sellers' sub-contractors or suppliers (including those defined hereafter as *force majeure* events) shall not be considered as *force majeure* events justifying the non-fulfilment of this Order.

10.2 In the case of a force majeure event affecting the Sellers, the Purchaser may, at its discretion, come to an agreement with the Sellers on an additional time limit for delivery or, at any time and without any other obligation or liability, cancel all or part of the Order, and request repayment of all sums already paid.

10.3 The cost of the deliveries already made only remains due in the case where the Purchaser can make full use thereof, notwithstanding the subsequent failure to deliver the remainder of the Order. The Sellers shall repay any amount exceeding this cost that the Purchaser has paid in advance.

10.4 Machine breakdown, shortage of materials or any other cause outside the Purchaser's reasonable control preventing the use of the Goods ordered or restricting the Purchaser's requirements with regard to these Goods shall authorise the Purchaser, at its discretion, to suspend or to postpone the delivery of the Goods ordered or to cancel all or part of the Order, without any other obligation or liability.

## **11 CANCELLATION**

11.1 The Purchaser can, at any time, suspend the Order for a period that the Purchaser decides or cancel all or part thereof, even in the case where the Sellers have not failed to fulfil their obligations, notifying the Sellers thereof with three days notice. In such a case of cancellation, the Sellers may invoice the Purchaser the reasonable costs incurred up to the time the said Order is cancelled. Under no circumstances shall the Sellers have a right to compensation as accessory or indirect damages or loss of income.

11.2 In the case of non-compliance with any one of the terms of this Order, the Purchaser shall have the right to cancel all or part of the Order, with notification to the Sellers in writing and without prejudice to any other action, and to require the Sellers to repay all the sums the Purchaser has paid on this account for all the costs it has incurred due to the Sellers' defaulting, including the costs of obtaining replacement Goods from another supplier, and to be compensated for the losses and damage suffered following any delay by the Sellers in fulfilling the Order. The same will apply in the case of a delay by the Sellers in the manufacture, production, delivery or, if the case arises, the assembly of the Goods in time to meet the terms of the Order. Without prejudice to Clause 4, the cancellation shall be notified by registered letter with request for acknowledgment of receipt fifteen days after despatch of a formal notice.

## **12. INSURANCE**

The Sellers shall take out and maintain in force the insurance policies required to cover their liability under these GPTC, particularly an insurance policy covering their public liability for a minimum amount of 1 million euros.

The transport of the Goods to the place of delivery, at the Sellers' expense, must be insured with an insurance company of good reputation and for amounts guaranteed corresponding at the least to the new value of the said Goods, increased by 15%. In the case where the place of delivery decided is evidently not the place of the Purchaser's final use, the Sellers must draw the attention of the Purchaser's Purchasing Department to this fact so that insurance cover for storage / transport can be envisaged in accordance with the terms for the cover in the Sellers' insurance policy.

The Sellers shall provide the Purchaser with all documentary proof certifying that such insurance policies have been taken out as well as the extent of the guarantees covered thereby and meeting the Purchaser's requirements.

## **13. SUB-CONTRACTING**

If the Sellers are authorised to sub-contract all or part of their obligations to third parties, these sub-contracting operations shall be at their sole expense and under their entire responsibility. The Sellers shall notify all the sub-contractors of the clauses of these GPTC as well as those of the Order, and shall send all information concerning the Purchaser's requirements, especially those regarding the rules on safety, the Purchaser reserving the right to refuse to accept any of the Sellers' sub-contractors which would not comply with these terms and conditions.

## **14. TRANSFERABILITY**

The Sellers are not authorised to transfer this Order, any right arising from it or any debt owed by the Purchaser without the Purchaser's prior written agreement.

## **15. ASSIGNMENT OF JURISDICTION – APPLICABLE LAW**

15.1 This Order is governed by and interpreted exclusively in accordance with the law of the location of the Purchaser's registered office. Application of the United Nations Convention on the law applicable to Contracts for the International Sale of Goods of 1980 is excluded.

15.2 Any disagreement arising under this Order shall be settled by the Courts with jurisdiction in the location of the Purchaser's registered office. Nevertheless, the Purchaser reserves the exclusive right to refer any disagreement involving the Sellers to the Courts with jurisdiction in the location of the Sellers' registered office.

In case of disagreement or dispute, the original text in French is the reference.