

1. SCOPE OF APPLICATION AND ACCEPTANCE OF THE ORDER

The present General Terms and Conditions of Purchase (GTCP) are an integral part of the order for installation and services (the Order) placed by the buyer (the Company) within an enterprise (the Supplier) it being understood that the Order shall be executed by the Supplier on the Company premises (the Site). The acceptance of GTCP is an essential condition for formation of the contract. The GTCP apply to the exclusion of the Supplier's terms of sale/service. Any departure from GTCP shall be explicitly approved in writing by the Company.

Upon expiry of a two (2) working day period after receiving the Order, if no reserves in writing are made by the Supplier, the Order shall be deemed accepted with all of its terms and conditions. The commencement of the performance of the Order by the Supplier shall have the same effect.

The specific provisions indicated in the Company's purchase order shall prevail upon the provisions of the GTCP in case of contradiction.

The compliance by the Supplier with the terms and conditions of the Order (in particular as to deadlines, dates, conformity and performance) constitutes an obligation of result ("*obligation de résultat*"). The Supplier also has an obligation of information and counsel in respect of the Company.

2. DOCUMENTS

The Supplier shall provide the Company, within the agreed time limit and in French and/or English language, with all documents necessary to ensure the proper use of the installation and services constituting the Order, such as plans, technical specifications, certificates of conformity, and products safety data sheets. If no time limit is agreed upon, the documents shall be provided to the Company at the latest on the day of the receipt of the Order, as defined under Article 8 below. The documents related to transportation, customs, and delivery shall be provided to the Company when needed thereby and, at the latest, at the delivery.

3. DEADLINES – PROGRESS CONTROL

The Company reserves the right to control the progress and the proper performance of the Order by the Supplier and/or its sub-contractors, without prejudice to Company's rights, including, without limitation, those arising from Article 8.

4. DELAY

In case of potential delay, the Supplier will proactively inform the Company about the circumstances that may delay the performance of its obligations, including, without limitation, information about the reason and the extent of the delay, as well as corrective measures to be taken by the Supplier to avoid the delay or to overcome the encountered delay. The Supplier must take all reasonable measures to minimize the consequences of such delay.

No cause for failure to comply with the deadlines shall be accepted, except in case of force majeure reported in writing within three (3) working days following the discovery thereof in accordance with Article 18.

In case of failure to comply with the delivery deadlines, the Supplier will be required to pay to the Company, per day of delay, a fixed compensation amounting to 1% of the Order total amount, without formal notice being required.

If the delay amounts to seven (7) days, the Company reserves the right to cancel the Order without formal notice or judicial action, or to have the Order executed at Supplier's risk and expense, without compensation for the Supplier and without prejudice to the Company's right to claim full compensation of the sustained damage.

The amount of the compensation shall not exceed 15% of the Order total amount. The compensation is due by effect of law by the sole expiration of the deadlines and may be deducted from the amount of the due invoices, if any.

5. SUBCONTRACTING

The subcontracting, in full or in part, of its obligations by the Supplier is subject to the prior written consent of the Company. The Supplier remains in any event liable for the performance of the Order and guarantees the compliance therewith by its subcontractors.

6. REGULATORY COMPLIANCE

The Supplier undertakes to comply with the regulations in force applicable within the country of performance of the Order. The Supplier is liable for obtaining all permits and authorizations required for the performance of the Order.

7. WORKERS

The Supplier undertakes to ensure that only properly trained and qualified workers and/or subcontractors execute the Order. The Supplier is solely in charge and liable for social/labor duties and obligations in respect to its workers (including hiring, training, sanctions and dismissal). Persons performing the Order may in no case be considered as workers of the Company.

If the Supplier wishes to occupy a national of a member country of the European Union in order to execute the Order, the Supplier shall declare the entry into service of the said national in accordance with the applicable legal provisions (including, without limitation, filing of a DIMONA and LIMOSA). Nationals of a member country of the European Union subject to the obligation to file a LIMOSA declaration shall ensure that they are in possession of the acknowledgment of receipt of such application for the entire duration of their presence on the Site.

If, in order to execute the Order, the Supplier wishes to occupy a third-country national within the meaning of the applicable regulations, the Supplier undertakes to verify that such third-country national detains valid residence- and work- permits. The Supplier shall make available to the inspection services a copy of all documents relevant in this regard. In addition, the Supplier agrees to (i) pay to such third-country national a remuneration that is equivalent to the remuneration to which a non-third-country national would have been entitled if he had worked under the same conditions and (ii) to declare the entry into service and the departure from service of such third-country national (who will keep the acknowledgment of receipt thereof for the entire duration of their presence on the Site), in accordance with the applicable legal provisions. In general, the Supplier undertakes not to employ third-country nationals who do not fulfill the conditions set out in this Article for the purpose of carrying out the Order and always comply with the applicable social/labor legislation. In case the Supplier fails to comply with any of the requirements set out in this Article, the Supplier guarantees the Company against all consequences in this respect and, if necessary, agrees to indemnify the Company in full for any damage suffered. In any case, in the event that the Supplier fails to fulfill its obligations as provided for in this Article, the Company may terminate the Order without notice or indemnity.

The Supplier is obliged to comply in respect of members of its personnel with all applicable laws and regulations, in particular with respect to tax and social security obligations, and the Company assumes no liability whatsoever in this respect. The Supplier shall indemnify the Company against all damages, losses (direct or indirect), costs and / or expenses arising from the Supplier's failure to comply with the obligations under this Article.

The Company shall refrain from exercising any form of employer authority or any control over the members of the Supplier's personnel who are assigned to the execution of the Order without prejudice to the provisions of the following paragraph.

In executing the Order, the Company shall be authorized to give the following instructions to the personnel of the Supplier: instructions to ensure compliance with the Company's welfare and safety and security obligations, instructions on the organization and the planning of the Order, the rules concerning the operation and organization of the Order, insofar as this is justified by the working conditions of the Company. Except as set out in this Article, the Company shall not at any time give instructions to the personnel of the Supplier. The Supplier acknowledges that the above listed instructions are not of such a nature as to affect the Supplier's employer's authority with regard to members of its personnel.

The Supplier must appoint a person in charge who will act as the main contact for the Company and to whom the Company will transmit the instructions referred to in the preceding paragraph.

The Supplier shall ensure that all members of its personnel who access the Site or Company's systems comply with the Company's internal policies, including, without limitation: principles of honesty, integrity, respect for others, health and safety. The Company reserves the right to prohibit access to its facilities to any member of the Supplier's personnel who does not comply with such internal policies or where the Company reasonably believes that the presence of such person constitutes a threat to health and safety either of other present persons or for the activities of the Company.

8. INSTALLATION

The Supplier shall be deemed to have examined the Site stipulated in the Order and certify that this site is suitable for the installation in the scope of the Order. The Supplier will ensure that such installation does not prejudice the Company's activities on the site, which will continue to be carried out during the installation.

The Supplier shall be responsible for providing at its own expense all material, equipment and labor necessary for the installation.

Unless otherwise specified in the Order, the Supplier shall notify the Company no later than seven [7] business days in advance that the installation is ready for reception. Notwithstanding any other remedy provided in these GTCPs, if the Company believes that the installation does not meet the specifications of the Order, the Company may require the Supplier to promptly remedy any defects or deficiencies and re-submit the installation for approval by the

Company. If, in the reasonable opinion of the Company, the Supplier is unable to remedy within a reasonable period of time, the detected defects or deficiencies, the Company may call upon a third party at Suppliers' expenses to remedy such defects.

9. TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership to the benefit of the Company takes place by effect of law on the day on which the equipment is delivered on the Site. Only the retention of title clauses which were expressly accepted and signed by the Company derogate from this principle. However, risks remain with the Supplier until the Order is approved by the Company.

10. INVOICING – PRICE

Each invoice is addressed to the Company in at least two copies with the appropriate supporting documentation. In order to be payable within the agreed delays, each invoice shall include at least, in addition to legal requirements, the following information: Supplier's references; Company's references; automatic bank debit; subject-, date- and number- of the Order; notice of advance payments already received and corresponding performances provided, advance- or balance- payment requested and corresponding level of achievement.

The repayment at its due date of a guaranty deduction, if any, is subject to all reserves made at the reception being withdrawn. The price is definite and non-revisable and will include all tax, contributions and all other associated costs of any kind. In case of additional services or supplies accepted in writing by the Company, the unit prices will be those listed in the Order.

Upon Company's decision, any amount due by the Supplier under any Order may be offset with the amounts resulting from the Supplier's invoices already due or yet to become due.

The Company reserves the right to withhold, in full or in part, any payment due thereby to the Supplier in case of failure by the Supplier to fulfill any of its obligations.

In case of early delivery without Company's prior written consent, payments will be made in accordance with the contractual delays.

11. INSURANCE

The Supplier must present the Company with a proof of purchasing from insurance companies known to be solvent, any and all insurance policies covering its liability in terms of both material and immaterial, direct and indirect, damage that may be caused by the installation to the Company's and third parties' property and employees. The Company may subject the placing of the Order to the purchase by the Supplier of one/several specific insurance policy/ies.

12. WARRANTY

The Supplier guarantees that the delivered installation, pursuant to the Order:

- a. does not enclose any lack of conformity, design flaw, material defect, or performance deficiency;
- b. complies with and are of type and quality specified in, the Order and the plans and specifications;
- c. will operate in the specified manner;
- d. complies with all requirements stated in the Order.

At Company's request, the Supplier will repair or replace without delay and at its own expense any non-conforming installation, without prejudice to any other rights of the Company.

13. LIABILITY AND COMPENSATION

The Supplier shall fully compensate and indemnify the Company against any damage, loss, production delay, request or complaint from any third party, legal action, as well as any costs incurred by the Company due to the Supplier's (or its subcontractors') failure to fulfill its (their) obligations under the Order. However, no compensation shall be due in case the loss arises solely from (i) the Company's negligence or failure that does not allow the Supplier to comply with its obligations, or (ii) willful misconduct by the Company.

14. INTELLECTUAL PROPERTY

All documents and/or information, oral or written, communicated to the Supplier are and will remain the property of the Company and may under no circumstances be disclosed or used by the Supplier for purposes other than those provided under the Order.

The Supplier guarantees that all delivered supplies as well as any files and data used during the performance of the Order do not infringe on the intellectual property rights of the third parties, and that the related intellectual property rights are freely transferable to the Company. The payment of the Order price results in the attribution to the benefit of the Company of the right to use the above intellectual property rights. In case of temporary or definitive prohibition to use, in full or in part, the supplies subject of the Order following a third party claim, the Supplier will obtain, at its own expense and in test delays, either the right for the Company to keep using an relevant element, or

the replacement of such element by a strictly equivalent one, without prejudice to the Company's right to compensation for damage.

In case of amicable or judicial claim from a third party, the Supplier shall immediately supersede the Company and ensure defense in its place, it being understood that all amounts that may be paid by the Company (including, without limitation, consulting costs and fees) and all the compensation paid following such convictions, shall be fully reimbursed by the Supplier to the Company, without prejudice to any other rights of the Company.

The Company acquires all the intellectual property rights (such as, without limitation, patents, copyrights, and design rights) for all designs, drawings, models, texts, documentation, databases, creations, inventions, enhancements, discoveries, and developments that may be elaborated by the Supplier during the performance of the Order.

15. SAFETY - SECURITY - ENVIRONNEMENT

The Supplier undertakes to provide the Company with an installation that complies with the applicable regulations, including, without limitation, in terms of safety and security, and environmental requirements. The Supplier will also comply with all environmental and safety and security rules applicable at the place of installation.

The Supplier will provide the Company in writing with all relevant information in terms of safety, security and environment, about the delivered installation.

The Supplier must as well inquire within the Company about the specifics of the place of delivery (configuration, activities, transport, circulation, etc.).

In this regard, the Supplier shall comply with the safety guidelines and the internal regulations of the Company, as available at the Company's website; therefore, by accepting these GTC, the Supplier expressly confirms having examined such safety guidelines and the internal regulations of the Company. The information provided to and received by, the Supplier shall in no way alter its liability in terms of obligations stated above.

Consequently, the Supplier will fully assume the liability towards the Company or any third party, arising from any infringement resulting from the Supplier's deed, to the safety, security or environment, without prejudice to the Company's right to cancel the Order at the exclusive fault of the Supplier.

The Supplier ensures that all chemical substances contained in the installation/supplies sold or otherwise transferred to the Company:

- a. are duly documented and/or registered in accordance with regulations applicable in the relevant jurisdiction, including, without limitation, the pre-registration and registration, if appropriate, under Regulation (EC) No. 1907/2006 ("the REACH");
- b. are not restricted in accordance with Annex XVII of the REACH; and
- c. if must be authorized under the REACH, their use by the Company is authorized.

The Supplier will provide the Company with all relevant information, including, without limitation, the safety data sheets in the language and in the form required by the law applicable at the point of installation, as well as the information on labeling provided under the applicable legislation, such as, without limitation:

- a. the REACH, the EU Regulation (EC) No. 1272/2008 on classification, labeling and packaging of substances and mixtures ("CLP"), the EU Directives 67/548/EEC and 1999/45/EC, amended, if applicable;
- b. any and all requirements on labelling and information disclosure pursuant to the China Administrative Measure on the Control of Pollution Caused by Electronic Information Products ("China RoHS").

16. CONFIDENTIALITY

The Supplier, its employees, subcontractors and suppliers shall maintain the confidentiality and shall not use in favor of third parties any confidential information to which they may gain access in the scope of the Order or the performance thereof. Any information related to technologies used or developed by the Company shall be, amongst other, considered confidential. This obligation remains in force as long as the information has not become of public property or knowledge and, in any event, during five (5) years after the last reception.

17. CANCELLATION

Should the Supplier fail, in whole or in part, to fulfill any of its obligations under the Order, the Company may cancel the Order with immediate effect, without any compensation to the Supplier, without any formality or prior judicial intervention, by registered letter with acknowledgement of receipt, fifteen (15) days following a formal notice that has remained unsuccessful, without prejudice to the delay penalties and compensation that may be requested from the Supplier as compensation for damages suffered by the Company.

18. FORCE MAJEURE

The party invoking a case of force majeure shall notify the other party within three (3) days after detecting the event resulting therein, and shall inform the other party as to the anticipated duration of its effects. The party invoking the force majeure shall make all reasonable efforts in order to minimize the effects thereof. If a force majeure event occurs for more than sixty (60) days, the Company will be due to pay only for the price of deliveries made-, or parts of the Order performed-, before the beginning of the force majeure event. Any additional amounts paid by the Company as an advance shall be reimbursed by the Supplier.

Any defaults in the equipment or materials, their late provision, labor disputes, strikes, failure by any subcontractor to fulfill their obligations, financial difficulties or bankruptcy, fraudulent or not, may not be invoked as force majeure circumstances.

19. ASSIGNMENT

The Order may not be transferred or assigned by the Supplier in whole or in part without the express written consent of the Company. The Supplier shall promptly notify the Company of any important modification in its legal structure and of any change in the control of its share capital. In such case, the Company may cancel the Order pursuant to Article 17.

20. JURISDICTION - APPLICABLE LAW

The Order must be redacted in French and/or English, and only these versions shall be deemed authentic.

By express agreement, the performance of the Order and all effects thereof shall be governed by the laws applicable at the place of the Company's registered office. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

All difficulties or disputes occurring between the Company and the Supplier in the interpretation or the performance of the Order and any consequence thereof shall be subject to courts of the place of the Company's registered office. The Company reserves the right, at its sole discretion, to file before the court of the place of the Supplier's registered office, if necessary.