



PURCHASER'S GENERAL PURCHASING CONDITIONS (GPC)

In these GPC, for simplicity purposes, we call:

"Purchaser": Ensto Novexia SAS

"Seller": the Supplier or Service Provider

1° Field of application of the Purchaser's General Purchasing Conditions – Third party effectiveness

1.1 All orders of material, equipment and/or goods (hereinafter referred to as "products") and/or services provided (hereinafter referred to as "services") issued by the Purchaser to any professional Seller are expected to be regulated, without exception or reservation, unless expressly provided otherwise and agreed upon between the Purchaser and the Seller by the present General Conditions (hereinafter referred to as "GPC" or "**General Purchasing Conditions**"),

1.2 The present GPC supplement the provisions of the Seller's General Conditions of Sale, on the condition that a prior written agreement was established between the Purchaser and the Seller. In the absence of such agreement between both parties, only the GPC applies as subscribed in subsection 1.1, except for written reservations made by the Seller and received within five (5) calendar days after the placement of order and validated by the Purchaser.

2° Agreement Formation and Contents

2.1 The Products and/or Services contract is completed with the reception of the purchase order by the Purchaser duly accepted by the Seller. Acceptance of the order can be formalized by all written means (e-mail, mail, fax ...) or be the result of a tacit agreement.

The simple fact of designing, manufacturing, delivering, invoicing or supplying the Products or Services ordered by the Purchaser is seen as a tacit agreement of the Purchaser's order by the Seller as well as these General Purchasing Conditions.

2.2 The Agreement (hereinafter "**Agreement**") is made up of the documents specified here under in the order of decreasing priority: -Special Conditions that may be included or stipulated in the order of the Purchaser. -These General Purchasing Conditions. -The technical specifications stipulated in the order.

3° Controls and Tests

3.1 The Buyer and any party authorized by the former, shall be entitled to undertake controls and/or tests on the Products and Services in the Seller's premises during normal working hours.

3.2 The Seller will inform the Purchaser in writing, with a minimum notice of five business days, of the undertaking of controls and/or tests on the Products and/or Services ordered by the Purchaser. The Purchaser and any party authorized by the former shall be entitled to attend the tests. The Seller will provide the Purchaser with the test reports that the latter is normally entitled to request therefrom within a reasonable amount of time after the undertaking of controls and/or tests.

3.3 Controls and tests performed in compliance with this Article and previously to the delivery of the Products or Services do not release the Seller from the latter's responsibility and will not be valid as acceptance of the products and services.

**4° Transfer of Ownership and Risks**

4.1 Products' ownership is transferred to the Buyer upon delivery, and, if the delivery occurs previously to the Purchaser's payment, once at least 51% of the corresponding contractual price has been paid to the Seller.

4.2 Products transportation is at the Seller's own risk and peril. Risks related to Products delivered in compliance with the order are transferred upon delivery.

4.3 Products supplied by the Purchaser or that belong thereto are in the Seller's care. Those Products shall be clearly marked and registered by the Seller as being the Purchaser's property. The Seller will assume, as he is the one responsible, the related risks of loss and total or partial destruction.

5° Delivery Deadlines

5.1 The Seller will commit to respecting the delivery dates of the Products as well as the completion dates of services and/or the timetable within which the Services apply, contained in the Purchaser's order and/or mutually agreed upon by both parties. The Seller will communicate the manufacturing and delivery schedule that the Purchaser is entitled to request therefrom.

5.2 If a product's delivery or the provision of services may be delayed beyond the scheduled date, the Seller will inform the Purchaser thereof. The Seller is entirely responsible for any delay in delivery and is held accountable for all adverse effects, direct or indirect, without prejudice to the right of the Purchaser, in case of delivery delay exceeding thirty (30) days, the Purchaser shall be entitled to (a) unilaterally terminate all or part of the Agreement fault lying with the Seller, (b) apply to the Seller penalties for delay of 1% of the value excluding tax of the order per week of delay, by way of penalty clause, provided that the total amount of the penalties cannot exceed 5% of the order's value excluding tax, and without prejudice of damages and interests that could be held accountable to the Seller for punitive damages.

In addition, the Purchaser reserves the right to decline the Products and/or Services, by simple letter of fax, should the delivery deadline not be respected, the delivery incomplete or greater quantity, or in the case of non-compliance with the order and/or the Contract. All declined Products or Services will be returned to the Seller to his expenses, risks and dangers.

6° Losses or Damages during Transport

6.1 The Purchaser will inform the Seller of any losses or damages during transport within the following deadlines:

6.1.1 Missing articles or damages shall be notified within three (3) days following the delivery date of the dispatched batch of Products or part of batch, without prejudice to Article L133-3 of the Commercial Code.

6.1.2 Failure to deliver a complete consignment shall be notified within seven (7) days following the Purchaser's reception of consignment notice of the Products.

7° Reception – Legal compliance

7.1 The Seller guaranties that the Products and Services comply (a) with contractual requirements, (b) with the Purchaser's specifications acknowledged by the Seller and/or with the technical specifications and/or quantitative specifications of the Seller communicated prior to the Purchaser's order and/or displayed in the Seller's catalogue, and (c) with all current regulations and laws. The products and/or Services shall be delivered fully completed with all instructions, recommendations and other indications required for the correct use thereof in safe conditions. Products or Services that fail to meet the aforementioned requirements shall be considered as non-conform.

The conformity of delivered Products and/or Services applies as well to the ordered quantities, thus reservations shall be made and the present article shall be applicable.



7.2 Unless provided otherwise between parties, the Services reception is made at the completion of (a) either the provided date of the Agreement if the Services are receivable, without reserve, (b) or at the withdrawal date of all reservations made by the Purchaser. The reception of Services is to be made by signature of a certificate of substantial completion in the presence of both parties.

Reception of the Products is made by delivery of the Products at the Purchaser's premises, subject to the provisions hereafter:

If the Agreement states that the Products and/or Services will be submitted to tests, after delivery at the Purchaser's premises and/or after completion of Services, the reception of said Products and/or Services will be approved of only once the tests will have given complete satisfaction to the Purchaser by the means of signed certificate of substantial completion without reserves by both parties.

7.3 The Purchaser has the right to decline reception of the Products and/or Services in case of non-conformities of the Products and/or Services noticed within 60 days after delivery. In this situation, the Purchaser has the right to (a) either demand that the Seller replaces the non-complying Products with identical complying ones and/or re-execute the non-complying Services with complying Services, within a reasonable amount of time not exceeding thirty (30) of the Purchaser's request, or (b) unilaterally declare the avoidance of the contract, in this situation the non-complying Products and/or Services shall be removed quickly by the Seller at his own expense from the Purchaser's premises, with no prejudice of all damages and interests.

7.4 If, for any reason whatsoever, the Seller is not certain that the Products and Services to be supplied thereby will comply with any one of the aforementioned requirements, the latter shall promptly inform the Purchaser thereof in writing prior to consignment, providing all necessary indications on non-conformity risks and the proposed measures. The Buyer will inform the Seller in writing as soon as possible of whether the former accepts or refuses the Seller's proposals.

7.5 The Seller guaranties that any and all personnel form his company or any and all providers authorized by the Seller (after having established a prior agreement with the Purchaser) operating in the Purchaser's premises, has the legal capacity required in order to execute the Services by the book. The Seller has the right to ask at any time all related documents.

The Seller commits himself to respect legal provisions that apply in matters of security, hygiene, health protection and the working conditions, and occupational safety. In this context, the Seller commits himself to:

- (a) respect and ensure respect safety instructions and the rules of procedures that are in effect in the Purchaser's premises, by his employees, representatives, or any contractor who works, even temporarily, in the Purchaser's premises.
- (b) inform the people in question of their obligation (a) to report to the Purchaser's reception in order to be informed of all security procedures, (b) to sign a register for that same purpose.

Under Article R.4512-2 of the Labor Code, the Seller and the Purchaser, before execution of the Services, shall inspect together the working areas and make an analysis of the risks that could come from the combination of activities, installations and the equipment. If these risks exist, the Seller and the Purchaser shall stop in mutual agreement, prior to renovations, the prevention plan establishing the actions to be taken by each party in order to prevent those risks.

In a general matter, the Seller's personnel in charge of executing the Services remains entirely under the Seller's subordination and under his hierarchical and disciplinary authority. The personnel in question works, in order to execute the Services, with their own equipment, and acts under the Seller's instructions and/or the representative manager of said Seller present in the Purchaser's premises.



7.6 Within the context of the fight against illegal and concealed labor, under Article L.8222-1 and following and L8251-1 of the Labor Code, the Seller shall inform the Purchaser, at the closing date of the Agreement, the stated documents (a) under Article D.8222-5 and following of the Labor Code and (b) under Article D8254-2 of the Labor Code (a list of the names of the foreign employees contracted by the Seller) for any order of Services for an annual amount that would exceed five thousand (5 000) euros.

8° Warranty

8.1 Products warranty: the Seller warrants the Purchaser against any default or vice, visible or hidden, of the sold Products that would originate from a conception error, a failure in production or due to the materials, which renders them unsuitable for their use or their purpose and/or diminishes their usage.

At the Purchaser's request, the Seller will replace or repair, as soon as possible (as far as a month after the purchaser's request) and at his own expense, the Products that were considered defective, within twenty-four (24) months after their delivery or within eighteen (18) months after their entry into service, according to the shortest deadline, without prejudice to the current legal dispositions and the warranty of hidden faults and the responsibility of the faulty state of the Products. The same warranty is applied to repaired or replaced Products.

If the Seller does not replace or repair the Products according to the mentioned conditions above, the Seller commits himself, the choice depending on the Purchaser, to (a) either refund the price at which the Purchaser bought the faulty Products, the Purchaser gives the said Products back, (b) or grant a price reduction when the Purchaser wishes to conserve the faulty Products, and without prejudice of any other damages and interests.

8.2 Services warranty: The Seller warrants that Services are in compliance with (a) the Purchaser's specifications that have been accepted by the Seller and/or (b) the Seller's technical and/or quantitative specifications that were communicated prior to the Purchaser's order.

Except if stated otherwise by between both parties, the Seller has an obligation to produce results concerning the performance of the complying Services.

At the Purchaser's request, the Seller shall re-execute, as soon as possible (and as far as a month from the Purchaser's request) and at his own expenses, the Services that are found to be non-complying within twenty-four (24) months after their reception according to the conditions stated in Article 7.2 of the GPC.

If the Seller does not re-perform the Services of the Products and/or does not manage to deliver the complying Services within a reasonable amount of time, the Purchaser, without prejudice of any damages and interests, will have the right to (a) either unilaterally resign the Agreement and perform the service himself or have it performed by a third party, (b) or unilaterally resign the Agreement, the Seller will refund the price of Services to the Purchaser.

9° Modifications

9.1 The Seller commits himself to respond favorably to all reasonable order of modifications that the Purchaser may legitimately request as regards the subject matter of the order, specifications, quantities or deliveries. The price shall be adjusted to take such modifications into account, according to the rates and prices specified in the Agreement, or if such rates do not apply, after good-faith negotiations between parties.

9.2 Any amendment of the Agreement shall only commit the Parties after reception of a new order from the Purchaser, dully accepted by the Seller, or by signature of an amendment to the Agreement by both parties.

10° Prices - Payment

10.1 The technical and/or quantitative specifications, quantities, provisions relating to delay and ways of delivery, as well as the prices specified in the order and/or the Agreement are firm and definitive for all of the Agreement term, upon Article 9.2.



10.2 Unless otherwise specified in the order, the prices are including tax and are "Delivered Duty Paid" (DDP - 2010 CCI Incoterms) to the location stipulated in the order as agreed upon by both parties.

10.3 At the exception of regular Sellers' invoices that will be paid at 45 days, invoices' payment shall be performed, after mutual agreement of parties, within the limits specified in the French Commercial Code, forty-five (45) days end of month or sixty (60) days after the invoice issue date, by cheque or bank transfer subject to deduction of the cash discount stipulated in the Seller's invoice.

The Seller commits himself to send his invoice to the Purchaser (a) at the delivery date of the Products, (b) at the date of performance of the Services and/or (c) in the case of regular invoices, no later than the last working day of the month for delivery of Products and/or Services of the ongoing month.

11° Provision of the Materials and Tooling

11.1 Tooling manufactured or acquired by the Seller, specifically demanded by the Purchaser for Agreement requirements (including models, dies, molds, templates, accessories and equivalent materials) are included in the Product prices. The tooling ownership shall be transferred to the Purchaser when such tooling is created or acquired. The Seller shall dispatch this tooling to the Buyer at first request of the latter.

11.2 When the Purchaser delivers free of charge to the Seller, for usage or lending purposes upon Article 1875 of the Civil Code, materials (including equipment, components, tooling, models, dies, molds, templates, accessories and equivalent materials) for Agreement requirements between the Purchaser and the Seller, these are and shall remain the Buyer's property. The Seller shall maintain such materials in good operating condition, subject to normal wear and tear for tooling, models and equivalent materials. The Seller undertakes not to use the said materials other than for Agreement and/or personal purposes.

Le Seller is held accountable for risks of loss and total or partial destruction of the lend materials by the Purchaser to the Seller. In this context, any damages or deterioration suffered by the said materials further to the Seller's inadequate use thereof, or negligence, shall be repaired only at the latter's expense. Without prejudice to the Purchaser's other rights, the Seller shall return such materials thereto on request, whether they have been already used or otherwise by the Seller.

12° Intellectual & Industrial Property

12.1 All tooling, models, materials, plans, specifications and other information belonging to the Purchaser and supplied by the Purchaser in the Agreement's framework shall remain the Buyer's property at all times and shall only be used by the Seller for Agreement performance requirements. The Seller shall keep the documents and other items of information confidential and return these to the Buyer at the latter's request.

12.2 The Seller guarantees to the Purchaser that the delivered Products aren't subject to any industrial and/or intellectual propriety claim (Patents, brands, registered design, drawing, copyright, etc.). In this context, the Seller guaranties the Purchaser against any action in counterfeiting of the Products and against any claim and/or right originating from a third party.

If actions were taken by a third party with the goal of forbidding, limiting or modifying the usage and/or commercialization and/or the sale of the Products and/or Services, the Seller will be held entirely responsible for any damageable consequences that would result for such actions, including any deterioration to the Purchaser's brand, and commits himself to compensate the Purchaser of all costs.

The Purchaser has every right to terminate any ongoing order associated with the same Products and/or Services as the ones subject to claims for a third party mentioned in the upper article.

12.3 The Seller commits himself not to formulate any offers, nor supply third parties with parts, Products and/or Services manufactured using the Purchaser's tooling and materials, or on the basis of the latter's models, plans, specifications or design data without the said Party's prior written agreement.



12.4 In the case of Services associated with the Research and Development department, parties commit themselves to negotiate and sign, in good faith, prior to any said Services, a specific Agreement that organizes ownership, the protection and exploitation of the intellectual and/or industrial rights resulting from said Services.

3° Force Majeure Event

None of the Parties can be held accountable for a failure to fulfil the requirement of the Agreement, if the said failure resulted from a case of "Force Majeure". Are considered as cases of Force Majeure any future event to the conclusion of the Agreement, beyond the control of Parties, unpredictable and unstoppable such as (including but not limited to) a natural cataclysm, an earthquake, fire, flood, armed conflict, declared and undeclared war or acts of authority.

14° Agreement Termination

14.1 The Purchaser is entitled to terminate the Agreement without prejudice to exercising the latter's other rights and if:

14.1.1 A force majeure event occurs, as defined in Article 13 of the GPC, for a time period exceeding thirty (30) calendar days.

14.1.2 In the event the Seller does not perform any of his obligations not rectified within thirty (30) calendar days after the reception of a letter of formal notice, addressed by the Purchaser, by registered letter with acknowledgment or receipt.

14.1.3 The Seller fails to deliver the Products and/or Services on the date on which the ceiling rate for the fixed damages specified in the Agreement is reached.

14.1.4 In the event of a contingency, court-supervised recovery or liquidation by order of Court proceeding toward the Seller, respecting the legal dispositions in vigor.

14.2 The Buyer is entitled, as of right, to terminate the Agreement, assuming that the established Agreement between the Purchaser and his client, the end user, concerning the same products as those bought from the Seller, would be terminated, for any reason (expiry, termination, cancelation). In such a case, the Purchaser will compensate the Seller, respecting contractual obligations, for the manufacturing costs of the already manufactured or invested Products of the Seller at the date of the Agreement termination, it is a given that the Seller shall take all possible necessary measures to minimize his losses and shall justify it in an appropriate manner. The compensation shall in no way exceed the amount stated on the Agreement.

15 ° Civil Liability and Damages to Properties

15.1 The Seller shall compensate the Purchaser, whether during or subsequently to Agreement performance, of:

15.2 Except as provided in the present GPC, neither Party shall be responsible to the other Party in the event of indirect and/or unexpected damages, as loss of profits, production, turnover and/or income resulting from a non-performance of the Agreement, negligence, and/or failure to comply with legislative or regulatory provisions.

15.3 The Seller will contract and maintain valid an insurance policy that covers the latter's civil liability and product liability pursuant to this clause and shall be able to evidence this at any time at the Purchaser's first request.

16° Hazardous Products

16.1 If certain products to be supplied in the framework of the Agreement contain hazardous substances or require that special safety precautions are implemented for handling, transporting, storing or using these, the Seller, prior to delivery, will provide the Purchaser with the necessary information in writing on the nature of such substances and the precautions to be taken, while respecting the legal dispositions in vigor at the date of delivery of the



Products and/or Services. The Seller will ensure that, prior to consignment, the adequate instructions and warnings are clearly indicated on the Products, including on the packaging in which they are placed.

16.2 In particular, (but without this provision being exhaustive), the Seller will supply the Buyer in writing with all indications, instructions and warnings required for compliance with applicable legislative or regulatory provisions on health and safety and will compensate the Buyer for all consequences, claims and costs that may result from the Seller's failure to comply with this obligation.

17° Transfer

17.1 The Seller cannot transfer, directly or indirectly, whether for payment or free of charge, all or part of the Agreement, without the Purchaser's prior written agreement who shall only be entitled to refuse on legitimate grounds.

The Seller cannot outsource all Services and/or Products stated in the Agreement. The Seller can however outsource the part of the Agreement with a prior written consent of the Purchaser, after the subcontractors' identities and way of payments shall be known of the Purchaser, respecting the law n° 75-1334 of January 31st 1975 by both parties. The Seller remains responsible for all Services performed and/or Products delivered by all of the latter's subcontractors.

18° Applicable Right – Jurisdiction clause

18.1 This Agreement is governed by French law, the 1980 Vienna Convention on International Sale of Goods, is excluded.

18.2 Any disputes resulting here from will be referred exclusively to the Commercial Court of Villefranche sur Saône, France; however, the Purchaser is entitled to move any competent Court of the Seller's country if the latter is established abroad.