

1. SCOPE

- 1.1 These Purchasing General Terms and Conditions (hereinafter, the « **PGTC** ») supersede any other terms or conditions contained in any communication from the other party providing a service, work or any good (hereinafter, the « **Supplier** ») to DE DIETRICH, (hereinafter, the « **Purchaser** ») notwithstanding any contradictory legal provision. The document which represents the Purchaser's request of goods, work, or service (hereinafter, the « **Order** »), once accepted by the Supplier, shall act as a waiver of the Supplier's right to be governed by the Supplier's own terms and conditions.
- 1.2 These PGTC shall apply to any Order of goods or service of any kind (hereinafter, the « **Products** »).
- 1.3 Should one or several provisions be not applicable, no matter the reason, it shall not affect the validity of any other provision, which shall remain in full force.
- 1.4 Any tolerance of any disregard by the Supplier of these PGTC shall never be understood as a waiver of any kind.

2. ORDER

- 2.1. The Supplier shall acknowledge the receipt of the Order within two (2) working days since the day it is received, the Order being deemed to be received by the Supplier two (2) working days after being sent. Failing that, the Purchaser shall be entitled to consider the Order as lapsed.
- 2.2. The Purchaser shall be entitled to amend the Order without affecting its scope. The Supplier shall inform the Purchaser without any delay of any consequence that might arise because of the amendment. Any change, by the Supplier, in price or term, shall not be decided or performed unilaterally or orally.
- 2.3. The Supplier shall not be entitled to delegate the Order or its performance, partly or completely, to anyone, without the prior written approval of the Purchaser. Even in such occurrence, the Supplier shall remain entirely and solely responsible for the performance of the Order and shall hold the Purchaser harmless against any claim or action brought by its subcontractors or their personnel.
- 2.4. In case of delivery of goods, the Supplier shall be in charge of transportation following the INCOTERMS DDP 2020, unless stated otherwise in the Order. The Supplier shall immediately provide, when requested by the Purchaser all the required elements allowing to identify the Products. Similarly, the Supplier shall deliver the Products in an appropriate packaging, offering the required protection in accordance with the relevant standards and regulations.

3. PRICE AND PAYMENT

- 3.1. The quoted prices are firm, non-revisable, and include all incidental expenses.
- 3.2. Payments shall be made against invoices indicating the Supplier's tax identification number reference number of the Order, the Order position, the Products quantities, description, and unitary prices as well as the date and references numbers of the dispatch notes. No claim from the Supplier, concerning payment, shall be accepted if the invoice has not been provided correctly or at all.
- 3.3. Except if legitimately challenged, (e.g., non-conformance of the provided Products) each invoice shall be paid via wire transfer within sixty (60) days from issuance. Any eventual penalties due for any late delivery shall be deducted from the invoice amount. The Purchaser shall be entitled to pay before term with a discount after acceptance by the Supplier.
- 3.4. When a down payment is required by the Supplier, it shall only be paid after presentation, by the Supplier and its first-class bank, of a guarantee payable on first demand drawn up in accordance with the template provided by the Purchaser.

4. PERFORMANCE AND DELIVERY

- 4.1. Deadlines are an essential part of the Order. The Supplier shall thus meet them without any exception for performing the whole Order and shall take them into account when setting the delivery date. The Supplier shall correct any error found in the Order and shall request any document or detail needed for the performance of the Order, their absence shall not be seen as an acceptable explanation for delays in the delivery and shall not relieve the Supplier from its liability.
- 4.2. The Supplier shall immediately inform the Purchaser in writing of any circumstance or event that is likely to delay the performance of the Order. However, no circumstance, unless cases of Force Majeure, shall allow the Supplier to claim an extension of delivery times (Force Majeure being the occurrence of an event that prevents a party from performing one or more of its contractual obligations, this impediment, beyond control, could not reasonably have been (a) foreseen at the time of the conclusion of the contract (b) avoided or overcome). The Supplier shall always make its best to minimise delays and their consequences.
- 4.3. Except justified cases of Force Majeure any delayed delivery or performance shall entail, *ipso facto* and without prior notice, the application of a penalty amounting to one percent (1%) of the total price of the Order per week started, up to a maximum of ten percent (10%) of the Order's total price. These penalties do not prevent the Purchaser from using other rights such as terminating the Order without any further requirement.
- 4.4. During the time of the performance of the Order, the Purchaser shall be entitled, in order to carry out any technical audit it deems necessary, and, without affecting the Supplier's liability, to inspect the premises of the Supplier or, where applicable, its subcontractors.
- 4.5. The delivered Products shall be accepted by the Purchaser only after all the necessary checks concerning their conformity with the Order have been made and, if appropriate, after the Purchaser has received all the documents necessary and/or listed in the Order, including, without limitation, certificates, plans, user and maintenance guides, and security notices. The absence of a refusal of the Products, by the Purchaser, shall not be understood as a tacit acceptance and shall not grant the Supplier any specific or general right. Nevertheless, the Purchaser shall make its best efforts to notify the Supplier about the acceptance or non-acceptance of the goods within fifteen (15) working days after delivery.

5. WARRANTIES

- 5.1. The Products, performed in accordance with the best applicable standards, quality, and workmanship, and, where applicable, being fully functional and safe, shall be guaranteed against any default, except hidden defects, during the longest of these durations: eighteen (18) months after commissioning the Products or up to twenty-four (24) months after delivery. In case of default, the Supplier must take all necessary action in order to resolve the issue, within seven (7) days after its discovery, at its own expenses, and in a way that the period of unavailability of the Products shall be limited to its shortest.
- 5.2. In case of urgency or if the Supplier fails to act in time, the Purchaser shall be entitled, at the Supplier's expense and risks, to carry out or to allow a third party to carry out all the works and repairs required. Under this circumstance, the Supplier shall transfer all the documents and IP rights required for manufacturing the Products. Failing that, the Purchaser shall be entitled to immediately rescind the agreement and, thus, shall be repaid of all the sums already paid for the disputed Products. In any case, any replacement, repair, modification or adaptation under warranty shall extend the warranty for a further period of eighteen (18) months after the technical intervention or twenty-four (24) months after the new delivery.
- 5.3. The Supplier shall indemnify the Purchaser against any damage or loss, of any kind whatsoever, resulting from any nonconformity of the Products, in addition to a flat-rate contribution for management costs of two hundred euros (200 €).
- 5.4. The Supplier, when asked by the Purchaser and at the latter's choice, may secure the aforementioned warranty period, either by a percentage deducted from the agreed price, or by a bank guarantee on first demand for the same amount according to the model given by the Purchaser.
- 5.5. The Supplier warrants it will continue to manufacture and sell at market price, all spare parts necessary for operating the Products for a period of at least ten (10) years from the date of commissioning of the Products.
- 5.6. The Supplier warrants that it holds all the necessary rights to freely manufacture, use and market the Products. It also warrants peaceful enjoyment of the Products, that do not and will not infringe the intellectual property rights of third parties. Therefore, the Supplier shall hold harmless the Purchaser against any claim and/or action for infringement of intellectual property rights of third parties and shall indemnify the Purchaser for any expense, damage, loss or prejudice directly or indirectly suffered as a result of any claim and/or action for infringement unless the exclusive cause of this infringement is to be found in the Purchaser's behaviour.

7. RESPONSABILITY

- 7.1. The Supplier shall be liable to the Purchaser or any third party, for any damage occurring during the performance of the Order and, after the Products are delivered, as a result of the Supplier's acts or of actions of its personnel, agents, subcontractors, or because of its belongings.
- 7.2. The Supplier's contractual and legal liabilities, as well as its subcontractors' liabilities, shall remain full and complete and shall neither be shared nor reduced as a result of the Purchaser's actions or omissions.

8. INSURANCE

- 8.1. The Supplier shall subscribe or hold any insurance policy necessary to cover the liabilities referred to in the preceding article and amounting to at least two and a half (2.5) million euros per claim, for the liability before delivery, and, where applicable, five (5) million euros per claim per year, for the "Completed Operations Liability".
- 8.2. When requested by the Purchaser, the Supplier shall present, before the performance of the Order, a certificate of insurance from his insurer proving in particular that the insurance covering the risks referred to in Articles 6 and 8.3 exists, the duration of the policies, as well as the fact that the Supplier is up to date with the payment of the corresponding premiums. This certificate shall have no effect whatsoever on the Supplier's liability.
- 8.3. The Supplier shall be committed to having its insurers waive any action or remedy against the Purchaser.

9. PROPERTY

- 9.1. Ownership of the Products shall be transferred after their unloading and acceptance at their destination and any retention of title clause from the Supplier shall be deemed void.
- 9.2. When the Purchaser bears, even partly, the cost of making the tools used by the Supplier for manufacturing the Products, the concerned tools, that shall only be used to perform the Order, shall become the exclusive property of the Purchaser. When asked, these tools shall be immediately returned to the Purchaser, regardless of the justification. The Supplier shall ensure that the concerned tools bear a visible and indelible marking showing that the tools are the Purchaser's property. Likewise, any material provided by the Purchaser shall remain its property and shall not be used for the Order.
- 9.3. Moreover, the Supplier, as a depositary, shall maintain and insure the aforementioned tools, and the value to be insured shall correspond to the costs of the replacement of the concerned tools.

10. CONFIDENTIALITY AND IP

- 10.1. Any document or information, including specifications, of any kind and in any form whatsoever, provided by the Purchaser, or that the Supplier may become aware of while performing the Order, are strictly confidential and remain protected by Intellectual Property (IP) laws. The Supplier, who shall respect the Purchaser's IP, shall not disclose them to any third party and shall not use them for purposes other than those which motivated their communication. This obligation of confidentiality shall continue for ten (10) years after the performance of the Order.
- 10.2. If any information must obligatorily be disclosed by virtue of an imperative applicable law, regulation, or of a decision pronounced by a competent authority, court or jurisdictional body, the Supplier shall immediately notify the Purchaser thereof.
- 10.3. The Supplier shall ensure that its employees, its subcontractors and suppliers respect confidentiality likewise. No Order shall entitle the Supplier to advertise, either directly or indirectly, about the Order, without the prior agreement of the Purchaser.
- 10.4. The Purchaser shall be entitled to immediately terminate the contract and to receive an indemnity at least equivalent to the damage suffered by the Purchaser in case of breach of this article.

11. CANCELLATION / TERMINATION

- 11.1. When a Purchaser's notice, in writing, has remained unsuccessful for fifteen (15) calendar days, the Order will be rescinded without any further formality or compensation, in case of non-performance, by the Supplier, of any of its obligations.
- 11.2. If, due to the nature of the Order, rescission is impossible, the Order shall then be terminated in the manner described in Section 10.1.
- 11.3. The Purchaser shall be entitled to cancel, rescind or terminate the Order for reasons not defined in 10.1 and 10.2 upon a thirty (30) days' notice and shall consequently pay a fair indemnity deemed to compensate every and all possible expense or loss. This indemnity shall not exceed the costs duly justified by the Supplier that have been irrevocably incurred before receipt of the notice of termination or rescission.

12. COMPLIANCE

- 12.1. The Supplier warrants that it complies with and enforces the applicable anti-corruption and anti-money laundering laws and regulations and undertakes not to carry out any activity that would be prohibited by these laws and regulations. In particular, it shall ensure that, for the Order, he did not and will not, directly or indirectly, offer, give or agree to give, without permission, anything of value to anyone or receive from anyone anything of value, for the purpose of influencing the action of someone in charge in order to have an act being performed or not performed in the discharge of his/her function, his/her mission or his/her mandate.
- 12.2. The Supplier shall ensure, as an employer, the administrative, accounting and social management of the personnel involved in the performance of the Order and shall comply with its obligations under labour law. It shall insure and protect its personnel regarding accidents at work and occupational diseases and shall ensure compliance by its personnel and any subcontractors with the legislative and regulatory provisions applicable to safety and hygiene on the Purchaser site, the regulations and / or prevention plan of said site, as well as all the instructions set out by the Purchaser.
- 12.3. In accordance with the regulations on concealed employment, the Supplier shall provide the Purchaser, upon acceptance of the Order, with any legally acceptable document (e.g. sworn statement) certifying that the Order is carried out by employees regularly employed and attesting that the Supplier has made all the mandatory tax declarations to the tax authorities.
- 12.4. The Supplier shall warrant that its situation towards the tax administration and social protection bodies is legal and regular and shall indemnify the Purchaser against any claim in this regard. The Supplier shall work for the continuous improvement of quality, in accordance with the requirements of its field and, where applicable, according to the requirements of the ISO 9001 standard, and shall make every possible effort to reduce the environmental impact of its activity.
- 12.5. The Supplier undertakes to process the information collected in accordance with European Regulation Nbr.2016/679 (GDPR) or equivalent.
- 12.6. The information collected by the Purchaser may be filed in order to allow the proper performance of the obligations contained in the Order. The information will be kept for the legal period in force before being deleted. The Purchaser's DPO (Data Protection Officer) shall grant the Supplier, at the Supplier's request, access to the Supplier's data, and shall allow the Supplier to rectify them or to request their deletion. The Supplier shall be entitled to exercise its right to limit data processing at the following address: dpo@dedietrich.com.

13. GOVERNING LAW & JURISDICTION

- 13.1. The Parties acknowledge that they exclude the application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) and that any dispute relating to the Order shall be of the exclusive jurisdiction of the courts within the jurisdiction of the Purchaser's registered office, regardless of the place of delivery and shall be ruled by the laws of the country where is located the Purchaser's registered office.