

## GENERAL CONDITIONS OF PURCHASE

TECHNETICS GROUP France - 90, rue de la Roche du Geai - 42029 SAINT-ÉTIENNE Cedex 1 – France (hereby-designated TECHNETHICS)

### PREAMBULE

The Conditions of purchase apply to the purchase of all supplies and from any entity, hereby-designated "The Supplier".

#### 1) ORDER REFERENCE

The number indicated at the top of the Order shall appear on all documents or correspondence relating thereto. Only invoices with this number will be taken into consideration.

#### 2) ORDER PLACED - PERFORMANCE- LIABILITY - FORCE MAJEURE - LIABILITY INSURANCE

**2.1.** Supplier acknowledges that these Conditions have been subject to negotiations. These Conditions are mentioned on all documents issued by TECHNETHICS for purchases. As such, and unless otherwise agreed in writing by the parties, the acceptance of an Order by Supplier implies, *de facto*, the acceptance of these Conditions of purchase, notwithstanding any contrary clause, even of a later date, provided in any document issued by Supplier.

The contract is deemed to have been entered into by the express or implied acceptance of the Order by Supplier, any commencement of performance by Supplier being equivalent to implied acceptance. The Supplier commits to sending a confirmation of Order at latest 48 hours after receipt of the Order, failing which the Order is deemed to have been accepted without reservation.

Any commitments entered into by TECHNETHICS' agents or representatives following the Order are only valid if they are accepted and confirmed in writing.

**2.2.** The Order is deemed to have been fulfilled at the date of the acceptance of the delivery/services performed without reservation (including the delivery of the technical documentation referred to in the Order) issued in writing by TECHNETHICS. All costs incurred for performance of the Order shall be borne by Supplier. The acceptance pronounced by TECHNETHICS does not release Supplier from its responsibility in the event of hidden non-conformity or defect on the day of the inspection for acceptance.

**2.3.** Supplier undertakes to deliver the supplies in accordance with the Order and within the time limits stipulated in the Order. It guarantees that the supplies are suitable for the purpose for which they are intended. Its obligations under the Order are of the essence, the delivery time limits being imperative.

**2.4.** Any violation by Supplier of its obligations under the Order shall incur its liability. In the event of non-performance by Supplier of its obligations, TECHNETHICS shall be entitled to suspend its obligations of payment.

In no event shall TECHNETHICS be held liable for any immaterial damage suffered by Supplier under the Order, it being stressed that TECHNETHICS' liability is excluded under the Order except in the event of intentional misconduct or gross negligence similar to intentional misconduct.

**2.5.** Force majeure is limited exclusively to cases of earthquakes, cyclones, states of war, riots and general strikes on Supplier's territory. Strikes by Supplier's personnel or its own suppliers as well as problems of supply do not constitute force majeure.

**2.6.** Supplier is required to take out professional indemnity cover with a solvent insurance company and to provide proof of this upon simple request by TECHNETHICS.

#### 3) TERMINATION OF ORDER

All or part of the Order and any amendments may be terminated by TECHNETHICS *ipso jure* with immediate effect and without legal formalities, Supplier or its successors in title not being authorized to claim any compensation whatsoever:

- should Supplier fail to fulfil its delivery obligations within the time limits specified in the Order after being given notice to do so,
- should Supplier cease business or its company being dissolved,
- should one of the case of force majeure referred to in point 2.5 cause delay exceeding one month.

The termination of Order shall be notified by TECHNETHICS to Supplier by registered letter. It shall immediately make the termination effective with retroactive effect only if the Order has not been commenced.

In that case, upon simple written request made by TECHNETHICS, Supplier shall return to TECHNETHICS any sum received by virtue of the terminated unperformed Order.

#### 4) QUALITY INSPECTION-CONFIDENTIALITY-INTELLECTUAL PROPERTY RIGHTS

**4.1.** Supplier undertakes to respect TECHNETHICS' Quality Policy. As such, during the performance of the Order, any equipment or supplies provided in the frame of the Order may at TECHNETHICS' request be inspected by TECHNETHICS' Quality Department or an official entity delegated by it.

Supplier shall send TECHNETHICS notice of availability when the equipment or supplies are ready for inspection or shipment. Unless specific and contrary provisions are mentioned in the Order, Supplier must systematically provide the control documents. Supplier guarantees that the equipment or supplies delivered comply with all the technical documents.

**4.2.** Supplier undertakes to respect the confidentiality of all documents provided to it for the performance of the Order.

**4.3.** TECHNETHICS shall retain all intellectual property rights to all documents provided to Supplier in connection with the Order and its performance. Supplier shall refrain from (i) copying or reproducing them in whole or in part by any means and in any form whatsoever and/or (ii) using them for purposes other than those strictly necessary for the performance of the Order and only during the duration of the Order. Consequently, Supplier shall refrain from using TECHNETHICS' knowledge and documents as from the date of termination of the Order and undertakes to ensure compliance with this clause by its staff and any subcontractor, which has to be accepted by TECHNETHICS.

Unless otherwise stipulated in the Order, Supplier shall transfer exclusively to TECHNETHICS all intellectual property rights to the documents, methods and data resulting from the performance of the Order, as and when they are carried out. The price of the Order includes Supplier's fixed remuneration for the assignment to TECHNETHICS of the rights referred to above.

#### 5) DELIVERY- TRANSFER OF RISKS -TRANSFER OF PROPERTY

**5.1.** Unless otherwise stipulated in the Order, all deliveries shall be ruled by the incoterm FCA Supplier's factory (Incoterm 2010 rules).

All packages shall be accompanied by a shipping note which must quote the complete references of the Order.

**5.2.** The transfer of risks shall be carried out in accordance with the Incoterm above.

**5.3.** Unless otherwise agreed in writing by TECHNETHICS, no retention of title clause is accepted. Ownership of the supplies shall be transferred to TECHNETHICS as they are manufactured, with Supplier undertaking to individualize the supplies as soon as they are manufactured.

#### 6) EXPORT CONTROL

At the latest on the date of the acceptance of the Order, Supplier shall inform and notify TECHNETHICS in writing of, whether, the supplies in whole or in part, services, technical data, technologies or any element linked to the latter, supplied in connection with the Order, are subject to laws or regulations concerning export control and economic sanctions programs.

#### 7) DELAYS IN DELIVERY

Supplier undertakes to inform TECHNETHICS of any event which delays the shipment.

Any delay shall be notified in writing to TECHNETHICS at the latest eight days before the contractual delivery date, and in any event, as soon as the fact which caused the delay is known to Supplier. Such notification does not constitute an acceptance of the delay by TECHNETHICS who reserves the right to terminate the Order due to Supplier's fault, and claim damages for the injury suffered as a result of the delay, including late penalties of up to 0.5% of the amount of the Order per day of delay and other damages, for which TECHNETHICS itself be held liable in respect of its own clients. If the amount of the penalties reaches 5% of the amount of the Order, TECHNETHICS reserves its right to terminate *ipso jure* (without judicial formalities) the Order with immediate effect.

#### 8) INVOICES

Unless otherwise agreed, no invoice shall be due until supplies have been accepted without reservation by TECHNETHICS.

Invoices must be sent to the registered office of TECHNETHICS. Invoices must indicate the amounts excluding and including taxes and all taxes, and contain all compulsory indications required by laws and regulations, and, especially for Europe, the intra-Community VAT references of TECHNETHICS and Supplier. Failure to quote this information shall render the invoice null and void.

Invoices may only be issued on the day of delivery at the earliest

#### 9) PRICE-PAYMENT

**9.1.** The prices are flat-rate and fixed. They cannot be modified, unless the parties agree in writing to the contrary by amendment.

**9.2.** Unless otherwise stipulated in the Order, payment terms shall be 45 days

from the end of the month as from delivery. Payment must be made by bank transfer. The default interest rate is equal to the interest rate applied by the ECB to its most recent refinancing operation plus 10 percentage points. The amount of the lump-sum indemnity for recovery costs is the one fixed by decree pursuant to Article L. 441-6 of the French Commercial Code. Interest on late payment shall be considered as compensatory penalties in full discharge, exclusive of any other claim for compensation for late payment.

#### 10) LEGAL AND CONTRACTUAL WARRANTY - LIABILITY FOR DEFECTIVE PRODUCTS

**10.1.** The inspection of supplies upon delivery shall not release Supplier from its obligations with regard to the proper delivery and the legal warranty of hidden defects applicable to its equipment or supplies.

**10.2.** In addition to the legal warranty, Supplier guarantees the proper functioning of supplies for a period of two years from the delivery of the supplies. In the event of failure of the supply under warranty, Supplier undertakes to replace them as soon as possible. All related costs and any harm suffered by TECHNETHICS or its clients in this respect shall be borne by Supplier.

**10.3** If TECHNETHICS' liability is sought on the basis of liability for defective products or any other basis, on the basis of French or foreign law, Supplier undertakes to hold TECHNETHICS harmless from any claim for damages if it is liable for the defect giving rise to the liability action. In this context, Supplier undertakes to compensate TECHNETHICS for all costs incurred by TECHNETHICS as a result thereof, and in particular those resulting from a possible product recall or any other measure taken in terms of prevention or aimed at limiting the damage. Supplier waives any objection related to the statute of limitation for the action, unless the same objection can be validly raised by TECHNETHICS in its relations with the person claiming the exercise of its rights against TECHNETHICS.

#### 11) JURISDICTION - APPLICABLE LAW

**11.1.** In the event of a dispute arising from the performance of the Order or in connection with the Order, the Courts of Lyon shall have sole jurisdiction.

**11.2.** The applicable law of the contract shall be French law, excluding the Vienna Convention of 11.04.1980 on Contracts for the International Sale of Goods.

#### 12) SAFETY AND ENVIRONMENT

Supplier is required to ensure very carefully that the laws and regulations in force are complied with, in particular with regard to occupational safety and environmental protection.

Supplier guarantees that its deliveries comply with the provisions of Regulation (EC) 1907/2006 concerning the registration, evaluation, authorisation and restriction of chemicals (REACH Regulation). Substances contained in Supplier's products have, insofar as required by the provisions of the REACH Regulation, been subject to prior registration or registration after expiry of the transitional periods, insofar as the substance is not excluded from registration. In accordance with the provisions of the REACH Regulation, Supplier shall provide TECHNETHICS with safety data sheets or the information required under Article 32 of the REACH Regulation. At TECHNETHICS' request, it shall also provide information in accordance with Article 33 of the REACH Regulation.

#### 13) OTHER PROVISIONS

**13.1.** The invalidity of any of the clauses of these General Conditions shall not affect the validity of the rest of these General Conditions, and the Parties agree to replace such an invalid clause with a valid clause whose purpose and economic effects shall be as close as possible to those of the clause affected by the invalidity.

**13.2.** The fact that a party does not rely strictly on the application of one of the provisions of these General Terms and Conditions of Purchase shall not be construed as a tacit waiver of this provision or any other identical breach.

**13.3.** No delay or abstention by TECHNETHICS in exercising its rights shall constitute a waiver of all or part of the rights that TECHNETHICS holds under these General Conditions.

**13.4.** Any change to the terms of the Order must be made in writing. The Parties shall mutually agree on an amendment which they shall co-sign.

**13.5.** Articles 2.4. (Liability), 2.6. (Insurance), 4.2. (Confidentiality), 4.3. (Intellectual Property), 10 (Legal and contractual warranty - Liability for defective products), 11 (Jurisdiction - Applicable Law) and 13 (Other Provisions) shall survive termination or expiry of the Order for any reason whatsoever.