



General Terms and Conditions of Purchase

DI06P33-D

1. PURPOSE

Purchaser's General Terms and Conditions of Purchase (hereinafter General Conditions) shall apply exclusively. Supplier's terms and conditions which deviate from Purchaser's conditions of purchase shall not be recognized by Purchaser. These conditions apply to all DUQUEINE RHONE ALPES purchase orders. By accepting the order, the Supplier agrees to comply with these General Conditions, necessary for the implementation of the order, and all legal and regulatory requirements. Any particular technical, trade and administrative conditions mentioned in the order prevail over these General Conditions. To be accepted, all other conditions will be subject to the written agreement from DUQUEINE RHONE ALPES.

2. ORDER ACCEPTANCE

Orders placed by DUQUEINE RHONE ALPES are subordinate to its Clients Program and the needs expressed by the latter. DUQUEINE RHONE ALPES sends firm orders that include the nature and quantity of the products, the date and place of delivery. The Supplier shall have a period of 2 working days to propose any modification to the order. After this period, in the absence of written comments from the Supplier, the order is deemed as accepted. The forecast provided by DUQUEINE RHONE ALPES is intended for information purposes only and constitutes neither an order nor promise to order. DUQUEINE RHONE ALPES is not bound by the terms of such forecast. By accepting the order, the Supplier agrees to comply with all the specifications mentioned by DUQUEINE RHONE ALPES and ensures that its sub-contractors and suppliers meet these specifications. The Supplier ensures that specifications applied are the last version.

3. DELIVERY

The delivery will be done in accordance to the Incoterm 2010 defined in the order. If the Incoterm is not specified the DAP (delivery at place) is the Incoterm by default and the products will be delivered at the place mentioned in the order carried out under the responsibility and at the cost of the Supplier. The products must be properly and sufficiently packed in suitable packaging, taking into account the nature of products and precautions to protect them, particularly during the loading and unloading. The Supplier shall mark all products and/or parts of the products in accordance with any instructions given by DUQUEINE RHONE ALPES. Packaging should bear the same reference as that of the corresponding products. Labelling will be positioned in order to be readable. The quantities will be specified on the package. The Supplier shall be responsible for any damaged or missing parts due to the packaging, as well as improper or inadequate marking or labelling.

A delivery note should be joined to each delivery. Products must be delivered with a delivery slip of two (2) copies, traceability data, and the declaration of conformity in accordance with NFL 00-015. It has also to be delivered with a detailed delivery note with the product label, the N° and the quantity of each product and must indicate the date, order N° and the internal reference code of DUQUEINE RHONE ALPES.

The Supplier shall communicate to DUQUEINE RHONE ALPES at each delivery, the traceability data including: DUQUEINE RHONE ALPES part number, date of manufacture, the quantity in the package as well as the lot number.

In the particular case of supply of products with limited shelf life or equipment in which such products are incorporated, the Supplier shall:

- Respect for each delivery: original sealed unit packaging, rolls protected from impacts, and according to specifications and standards of the Product delivered, the presence of a temperature recorder per loaded batch if requested.
- Provide at each delivery: a history of temperature if refrigerated transport, a Manufacturer's control record, a dealers delivery note and declaration of conformity as well as a manufacturer's delivery note and declaration of conformity.
- Indicate on the package: the manufacturer's name, the name and product number, lot and roll number, manufacture and expiry date, the number of days at ambient temperature, the quantity in ml and m² (for prepregs or adhesive film materials), indexed specifications, the storage conditions, the presence of a temperature recorder.

All products with an expiration date, without exception, shall not exceed 20% of their life at the moment when they are delivered to DUQUEINE RHONE ALPES. The Manufacturer's Declaration of Conformity issued with each product shall prevail. The products which do not comply with this rule will be refused.

In case of non-compliance of the packaging to the above specifications, and/or delivery of broken pallets, dirty, defective, damaged and/or crushed packages, lack of protection for products delivered, DUQUEINE RHONE ALPES reserves the right to refuse the delivery. DUQUEINE RHONE ALPES may repackage products at the expense of the Supplier. In case of refusal of delivery, the Supplier shall at its own expense and risk take back the products without being entitled to any damages or compensation. The Supplier shall reimburse DUQUEINE RHONE ALPES for all payments that were already made for the refused delivery and repay all damages, direct or indirect, suffered by DUQUEINE RHONE ALPES linked in particular to any claims of DUQUEINE RHONE ALPES's Customers including any penalties and/or damages.

The supplier commits to warn DUQUEINE RHONE-ALPES for every products' obsolescence whatever the origin of the information. The supplier is bound to have a high watchfulness on the obsolescence of the products defined in the definition and to alert DUQUEINE RHONE-ALPES as soon as the supplier gets the information. (Foreseen obsolescence included).

4. DEADLINES

Delivery Deadlines: Delivery Deadlines specified on the order are mandatory and must be strictly adhered to, except as agreed otherwise by DUQUEINE RHONE ALPES.

Anticipated Delivery from the Supplier: payment will be payable only in terms of the delivery date specified on the order, DUQUEINE RHONE ALPES also reserves the right to not accept the goods; In this case, the full cost of returning the goods will be entirely born by the Supplier. DUQUEINE RHONE ALPES also reserves, at any time, the right to visit the Supplier to see the progress of the order.

Late delivery: The Supplier shall anticipate any delivery delay and immediately alert DUQUEINE RHONE ALPES. However this will not entitle a postponement of the delivery date. The Supplier shall at its own expense and risk make up for the delivery delay. An express delivery can be required by DUQUEINE RHONE ALPES at the Supplier's expenses.

Any order partially delivered or not delivered on the due date (or within 10 business days of the delivery date) required on the order, without prior written consent from DUQUEINE RHONE ALPES, exposes the Supplier to the cancellation of the order within full rights: delivery will be rejected by DUQUEINE RHONE ALPES, returned to the Supplier at its expense, without the latter being able to claim any compensation or penalties. The Supplier shall reimburse the Purchaser any regulations already paid under the cancelled order.

Except in cases where 'force majeure' is established, any delivery after the second business day from the delivery date on the order, ipso jure and without formality, is subject to the application of penalties that, unless otherwise specifically set out in the order, will be calculated at the rate of 2% of the price of the products concerned or 2% of the amount of the service per calendar day of delay up to a limit of 20% of the total products concerned. These penalties are not liberating or exclusive of any other damages, DUQUEINE RHONE ALPES reserves the right to request from the Supplier beyond the penalties, payment of any other damages that would be a consequence. DUQUEINE RHONE ALPES reserves the right to deduct from payments the amount of such penalties.

5. PRODUCT RECEPTION/ANOMALIES:

Reception of Products: The reception signature on the delivery note, from DUQUEINE RHONE ALPES, has the value of a "reception acknowledgement" and can in no way be considered as final acceptance of the goods. Final acceptance of the goods is subject to controls from DUQUEINE RHONE ALPES.

Product Controls and the potential claim resulting from any defects or errors of any kind will be made by DUQUEINE RHONE ALPES in a technical timeframe required for this purpose, which may vary according to the type of analysis and testing to be performed.

Non-compliance/Anomalies: If the goods delivered are not, in whole or part, conformed to the purchase specifications coming from the purchase order, the Specifications, any Technical Specifications and/or drawings or samples approved by DUQUEINE RHONE ALPES, or any other technical document provided by the Purchaser where an anomaly is observed DUQUEINE RHONE ALPES shall notify the Supplier, specifying the nature of the anomaly and/or non-compliance of the products and the value of products concerned.

The Supplier is required to make a report of the analysis and resolve the reported defect or to replace non-conformed products and / or affected anomalies based on the terms defined and accepted by DUQUEINE RHONE ALPES.

DUQUEINE RHONE ALPES reserves the right to refuse the alternative as proposed by the Supplier. This refusal results in the cancellation of the order for the products concerned, and that, to the detriment of the Supplier. The payments already paid by DUQUEINE RHONE ALPES to the Supplier for affected Products - within fifteen days of notification of the refusal of the replacements - will be subject to a credit equal to the purchase price, or will be reimbursed by the Supplier. If the Purchaser accepts the replacement merchandise offered, this shall be the subject of the non-conformity declaration and will either be returned to the Supplier at his own risk and expense, together with the non-conformity declaration or shall be made available for the Supplier to remove them at their own risk and expense. Any products returned will result in a credit. The Products supplied as replacements shall have a new invoicing numbers indicating the returned products and the initial order.

Any concession request made by the Supplier in progress of performing the order must be notified in writing as soon as possible to DUQUEINE RHONE ALPES. DUQUEINE RHONE ALPES reserves the right to reject such request unconditionally and if it accepts the concession, the Supplier may be charged a flat fee of \$1,000 (the rate on the day), without prejudice to the other costs of such a concession. In any event, the Supplier will be

liable to compensate the Purchaser for any direct or indirect losses including penalties applied by DUQUEINE RHONE ALPES's customers, claims from DUQUEINE RHONE ALPES's customers, that are suffered as a result of the non-conformity and/or anomaly in the Products delivered.

Exemption: The parties will not be held responsible for any delay or failure to perform their obligations in the event of force majeure as defined by the French law.

6. ANTICIPATED ORDER TERMINATION OR REDUCTION:

In case of failure by the Supplier of any of its obligations under the Order, these Purchasing Terms and Conditions, Specifications and Technical Specifications notably, DUQUEINE RHONE ALPES may terminate or reduce the current order, under the exclusive fault of Supplier. The cancellation will be effective upon reception of a written request by the Supplier from DUQUEINE RHONE ALPES, communicating the specific reason(s) that determine such cancellation.

In case of the possible cancellation or reduction of the order, DUQUEINE RHONE ALPES can ask the Supplier to inform them of the procurement and manufacturing progress within five (5) working days. DUQUEINE RHONE ALPES reserves the right to visit the Supplier to note the progress. According to the inventory and written evidences, the Supplier will be able to send the invoice to DUQUEINE RHONE ALPES for the payment in accordance to the article 9 of these General Conditions. DUQUEINE RHONE ALPES may ask the Supplier to stock the goods during a given time.

7. PRICE:

Unless otherwise specified in the order, the order price is always stipulated as firm and final and includes the cost of packaging and other costs, risks or expenses in connection with the execution of the order. Any additional costs of any nature whatsoever shall be subject to prior written agreement from the Purchaser and be specifically indicated on the order. In the absence of an agreement, the Purchaser shall not be able to apply any price change. If the order provides for a price adjustment, it will be determined within the contractual deadlines and in accordance with the laws of the price and the regulations in force for the duration of the order.

8. INVOICING and PAYMENT:

For each order or request for delivery, an invoice of one (1) copy shall be sent to: DUQUEINE RHONE ALPES - Accounting Service - DUQUEINE Rhône-Alpes Parc d'activités, 442 avenue Lavoisier, 01600 Massieu.

Each invoice shall relate to a single order and include the number thereof, designation, the order position, numbers and dates of delivery notes to which it relates to. All invoices received after the tenth (10th) of each month will be automatically extended to the next term. The payment terms are specified in the order. By default, the payment will be made to forty-five (45) days from the end of the month. This period starts from the reception date of the invoice. DUQUEINE RHONE ALPES may refuse to pay deposits related to partial deliveries sent at the sole discretion of the Supplier.

In case of price errors (due to a financial error, missing parts and/or rejection of reception), the Supplier agrees that this will lead to postponing of the invoice payment until we receive the credit note pertaining to the error.

The prices of products acquired in the European Union are subject to the French VAT. The Supplier shall mention DUQUEINE RHONE ALPES identification number to the VAT and the customs codes on the invoice.

9. LOANED or ENTRUSTED DOCUMENTS and RESOURCES:

The documents and resources produced by the Supplier at the cost and expense of DUQUEINE RHONE ALPES, in whole or partially, and the documents and resources made available by DUQUEINE RHONE ALPES should only be used for the performance of DUQUEINE RHONE ALPES orders. These documents and resources remain the property of DUQUEINE RHONE ALPES and must be equipped with a permanent marking or a plate by the Supplier showing such ownership. The Supplier agrees to return them in good condition upon the first request from DUQUEINE RHONE ALPES. As such, the Supplier must send DUQUEINE RHONE ALPES proof of insurance against all risks and all claims these resources may cause (third party liability insurance) and against all liabilities and all claims they may suffer (Property Insurance).

10. ACCESS—PUBLICITY—CONFIDENTIALITY:

If necessary, for audit or other, supplier gives access to DUQUEINE RHONE ALPES, his customer and authorities to its plant and the register with the DUQUEINE RHONE ALPES orders.

Plans, drawings, molds, templates, samples, formulas and technical specifications that the Supplier is likely to receive DUQUEINE RHONE ALPES may not be reproduced in any manner whatsoever or transferred to third parties without the prior written permission of DUQUEINE RHONE ALPES and must be returned upon the first request. The Supplier agrees not to expose parts manufactured from DUQUEINE RHONE ALPES's drawings, designs or technical specifications, without the written permission of the latter. Under no circumstances or in any form, DUQUEINE RHONE ALPES orders may result in direct or indirect advertising without the written permission of DUQUEINE RHONE ALPES.

11. GUARANTEE

The Supplier guarantees that all products delivered, including their packaging and labelling, or services performed are:

- Specific to the use for which they are intended and conform in all respects to the purchase order as well as to any samples provided;
- Marketable, sound, fair and merchantable, made or performed in accordance with good practice, standards in force and free of defects in design or implementation.

No modification of the ordered product features can be made without prior written agreement from the Purchaser. The Supplier will repair or exchange the goods for any defect, error, damage, apparent or hidden defects or malfunction and bear all expenses relating thereto.

In any event, except in cases of force majeure, the Supplier is liable and is committed to bear all direct or indirect financial consequences for damages of any kind caused to persons and/or property, as well as measures of withdrawal, suspension, consignment, recovery with repayment, modification and/or destruction of products, whether such measures are ordered by public authorities (including courts) or voluntarily, and whatever the reason given: particularly under the hypothesis of hidden defects, non-compliance with a standard or regulation or a safety defect.

The supplier also guarantees that the delivered goods are not the subject of any claim and are not subject to any security or privilege that the Supplier is the rightful owner and that they have the title and the right to dispose for sale. The Supplier warrants DUQUEINE RHONE ALPES against any claims or actions of third parties arising out of a particular dispute over intellectual property.

12. INSURANCE

The Supplier agrees to fully cover the consequences of damages that are (including costs and consecutive condemnations in the instance of a court case) physical, tangible and intangible, whether during or after the execution of the contract, resulting from acts or omissions of the Supplier, its sub-contractors, employees and agents or resulting from their products or those of its sub-contractors. The Supplier shall take out and maintain insurance covering its liability (operation and after delivery - material and immaterial damage - consecutive and non-consequential) and should be able to justify at any time at DUQUEINE RHONE ALPES's request. In the case of insufficient cover, before any commencement of performing the service, DUQUEINE RHONE ALPES may require the Supplier to increase their cover to a higher amount at no extra cost. If the amount per claim and per year of insurance cover is deemed insufficient by the Purchaser, DUQUEINE RHONE ALPES reserves the lawful right to cancel any orders in progress without compensation.

13. TRANSFER/ SUB CONTRACTING:

The Supplier cannot sell or transfer the order to a third party in any way whatsoever, even in part, without the prior written consent of DUQUEINE RHONE ALPES. Even after such consent, the Supplier shall execute the order within the period mentioned in the order. In any event, the Supplier shall remain personally accountable to both DUQUEINE RHONE ALPES and towards.

14. APPLICABLE LAW/COMPETENT COURTS

These conditions, orders, any other document of the Purchaser and/or contractual agreements with the Supplier are subject to French law. The conflict of law rules and the provisions of any international conventions are excluded. Any dispute between the Supplier and the Purchaser shall be referred to by the only competent Court of BOURG EN BRESSE.

15. VARIOUS PROVISIONS

In case of discrepancies between the French version of these Purchasing Terms and Conditions and any versions of the same terms in other languages, the French text shall prevail. If any provision of these General Terms and Conditions of Purchase proves to be invalid or non applicable, only that provision shall be disregarded; the remaining provisions will remain in force and shall continue in effect. The failure of a party to invoke the benefit of a clause of this Purchase Order shall not constitute a waiver by said party to subsequently enforce compliance with the aforementioned clause.

The Supplier agrees to immediately notify DUQUEINE RHONE ALPES when entering bankruptcy proceedings, upon dissolution, any restructuring operations or any other equivalent procedure.

Recognition of Specific Purchasing Terms and Conditions: The Supplier acknowledges having read and expressly approves all the terms and conditions of these General Terms and Conditions of Purchase it intends to apply them.

At:
Name:
Function:
Signature:
(Company Stamp)