1. PURPOSE

Any order placed by the Purchaser implies the Supplier's unconditional acceptance of these General Terms and Conditions of Purchase (« GTCP »), as well as compliance with all applicable legal and regulatory requirements.

The Supplier expressly waives the right to rely on its own general terms and conditions of sale or any retention of title clause.

However, any specific technical, commercial or administrative conditions stated on the order shall prevail over these GTCP.

2. ACCEPTANCE OF ORDERS

If the Supplier does not propose any modification to the order within two (2) working days from the date of its receipt, the delivery date specified in the order shall be deemed accepted.
Any forecasts provided by DUQUEINE RHONE-ALPES are given for information purposes only and do not constitute an order or a commitment to place an order. DUQUEINE RHONE-ALPES shall not be bound by such forecasts.
By accepting the order, the Supplier undertakes to comply with all specifications communicated by DUQUEINE RHONE-ALPES and shall ensure that its subcontractors and suppliers also comply with these specifications. The Supplier shall ensure that the specifications applied are the latest valid versions.

3. DELIVERY TIME

- The delivery dates stated on the order are binding and shall be strictly complied with.

- DUQUEINE RHONE-ALPES reserves the right to cancel all or part of any order that is not delivered on the contractual delivery dates. DUQUEINE RHONE-ALPES also reserves the right, at any time, to visit the Supplier to monitor the progress of the order.

- Except in cases of duly established force majeure, any delivery made outside the period ranging from the fifth (5th) working day prior to and the second (2nd) working day following the contractual delivery date shall, ipso jure and without prior notice, give rise to late penalties calculated at a rate of two percent (2%) of the price of the products concerned or two percent (2%) of the amount of the service per calendar day of delay, up to a maximum of twenty percent (20%), unless otherwise specified in the order.

These penalties are not exclusive of any other compensation. DUQUEINE RHONE-ALPES reserves the right to claim from the Supplier, in addition to the penalties, compensation for any other damage incurred, and to deduct the amount of such penalties from payments due.

4. DELIVERY

- Delivery shall be made in accordance with Incoterm 2010 as specified in the purchase order. Failing such specification, the Supplier shall deliver the products DAP to the location indicated in the order, during the business days and opening hours of the establishment concerned.

- The products shall be properly and sufficiently packaged in appropriate packaging, considering their nature and the precautions required to protect them, during loading and unloading operations. The Supplier shall mark all Products and/or parts of Products in accordance with any instructions issued by DUQUEINE RHONE-ALPES. Packaging shall bear the same reference as the corresponding Products. Labelling shall be positioned to be clearly legible. The quantity shall be indicated on the packaging. The Supplier shall be liable for any damage, missing items or deterioration resulting from inadequate or unsuitable packaging, marking or labelling.

- Each delivery shall be accompanied by a Delivery Note attached to the package. The goods shall be delivered with a delivery note in duplicate, stating the purchase order number, item numbers, full description and quantities, the subject of the delivery, as well as the destination. This delivery note shall be accompanied by a Declaration of Conformity in accordance with EN9163 or similar.

- The Supplier shall communicate to DUQUEINE RHONE-ALPES, with each delivery, the traceability data, including in particular: the DUQUEINE RHONE-ALPES part number, the date of manufacture, the quantity contained in the package, and the batch number.

- In the specific case of the supply of products with a limited shelf life or of equipment incorporating such products, the Supplier shall:

- Comply, for each delivery, with the following requirements:
  - Unit packaging,
  - Sealed and in original condition,
  - Rolls protected against impacts,
  - Where specified, the presence of a temperature recorder per loading batch.
- Provide, with each delivery :
  - Temperature history in the case of refrigerated transport,
  - The reseller's Delivery Note,
  - The reseller's Declaration of Conformity,
  - The manufacturer's Delivery Note,
  - The manufacturer's Declaration of Conformity,
  - The manufacturer's inspection report.
- Indicate on the packaging :
  - The manufacturer's name,
  - The product name and reference,
  - The batch and roll number,
  - The date of manufacture and the expiry date,
  - The number of days at ambient temperature,
  - The quantity in ml or m² (for pre-impregnated materials or adhesive films),
  - The indexed specifications,
  - The storage conditions,
  - The presence of a temperature recorder.

- All products with an expiry date, without exception, shall not exceed twenty percent (20%) of their shelf life at the time of delivery to DUQUEINE RHONE-ALPES. The manufacturer's Declaration of Conformity issued with each product shall prevail. Products that do not comply with this requirement shall be refused.
- The Supplier undertakes to anticipate and immediately notify DUQUEINE RHONE-ALPES of any event likely to cause a delivery delay in relation to the deadline specified in the purchase order. The Supplier undertakes to implement, at its own expense, all means necessary to make up for such delay. Express delivery may be required at the Supplier's expense.
- The Supplier undertakes to systematically alert DUQUEINE RHONE-ALPES of any announcement of obsolescence, regardless of the source of the information. The Supplier shall also maintain heightened vigilance regarding the obsolescence of the products selected at the definition stage and shall inform DUQUEINE RHONE-ALPES as soon as such information becomes known.

5. ENERGY EFFICIENCY

The Supplier undertakes to inform DUQUEINE RHONE-ALPES of any solution that may improve the energy efficiency of the goods or services supplied and to report any changes that may affect their energy consumption.

6. EARLY DELIVERY – EXCESS QUANTITIES

DUQUEINE RHONE-ALPES reserves the right to return, at the Supplier's expense, any deliveries received more than five (5) working days prior to the scheduled delivery date, as well as to refuse any excess quantities that have not been subject to prior agreement.

7. REFUSAL AND DEVIATION

- The signature of receipt on the delivery note by DUQUEINE RHONE-ALPES shall constitute an acknowledgement of receipt only and shall under no circumstances be deemed to constitute final acceptance of the goods. Final acceptance of the goods shall be subject to the inspections carried out by DUQUEINE RHONE-ALPES.
- The inspection of the Products and any potential claim for defects or errors of any kind shall be carried out by DUQUEINE RHONE-ALPES within the technical time limits required for this purpose, which may vary depending on the type of analyses and inspections to be performed.
- The Supplier shall be required to provide an analysis report and to remedy the reported anomaly or to replace the non-compliant and/or defective Products in accordance with the terms defined and accepted by DUQUEINE RHONE-ALPES. DUQUEINE RHONE-ALPES reserves the right to refuse the replacement solution proposed by the Supplier. Such refusal shall result in the termination of the order for the Products concerned, at the Supplier's sole fault and expense.
- Any supply not complying with the specifications of the purchase order shall be refused and returned carriage forward. Any returned supply shall give rise to a credit note. Replacement supplies shall be subject to a new invoice referencing the return note number and the initial purchase order number.
- Any request for deviation submitted by the Supplier during the performance of the order shall be notified in writing to DUQUEINE RHONE-ALPES as soon as possible. If DUQUEINE RHONE-ALPES accepts the deviation, it may charge the Supplier a fixed fee of EUR 1,000, without prejudice to any other costs incurred because of such deviation. The contractual delivery deadline shall remain unchanged.

8. TERMINATION OR REDUCTION OF ORDER

DUQUEINE RHONE-ALPES reserves the right to terminate or reduce the purchase order. In the event of termination or reduction, DUQUEINE RHONE-ALPES may require the Supplier, within five (5) working days, to provide information on the progress status of supplies and

manufacturing related to the performance of the order, DUQUEINE RHONE-ALPES reserving the right to carry out on-site verification. Based on an inventory and supporting documents, the Supplier may submit an invoice to DUQUEINE RHONE-ALPES for payment in accordance with Article 10.
DUQUEINE RHONE-ALPES may require the Supplier to store the terminated parts at its premises and to keep them at DUQUEINE RHONE-ALPES' disposal for a specified period.
In the event of failure by the Supplier to perform any of its obligations arising from the purchase order, these General Terms and Conditions of Purchase, the specifications or the technical requirements, DUQUEINE RHONE-ALPES may terminate the ongoing order at the Supplier's exclusive fault. Such termination shall take effect upon written notice sent by DUQUEINE RHONE-ALPES to the Supplier, specifying the reason(s) for such termination.

9. SUBCONTRACTING

The Supplier shall not assign the purchase order, subcontract its performance, or contribute it to any consortium or company without the prior written consent of DUQUEINE RHONE-ALPES. Even after such consent has been granted, the Supplier shall remain fully liable vis-à-vis DUQUEINE RHONE-ALPES for the complete performance of the order within the agreed deadlines. The Supplier shall be responsible for all services performed and products supplied by all its subcontractors.

10. PRICE

Unless otherwise expressly agreed, prices are firm and final and cover the entire scope of the services and supplies.

Any additional cost of any kind shall be subject to the prior written agreement of the Buyer, expressly indicated on the purchase order. Failing such express agreement, no price adjustment shall be applicable to the Buyer.

Where the purchase order provides for a price revision, such revision shall be determined within the contractual time limits and in accordance with applicable price regulations and the regulatory provisions in force during the term of the order.

11. INVOICING AND PAYMENT

For each purchase order or delivery release, one (1) original invoice shall be sent to:
DUQUEINE RHONE-ALPES – Accounting Department – DUQUEINE Rhône-Alpes, Parc d'activités, 442 avenue Lavoisier, 01600 Massieux, France.
Each invoice shall relate to one single purchase order only and shall indicate the purchase order number, the description, the order item number, as well as the numbers and dates of the delivery notes to which it relates. Any invoice received after the tenth (10th) day of each month shall automatically be deferred to the next payment due date.
Payment terms shall be specified in the purchase order. Failing such specification, payment shall be made within forty-five (45) days end of month. This period shall run from the date of receipt of the invoice.
DUQUEINE RHONE-ALPES reserves the right to refuse payment of advance payments relating to partial deliveries made solely at the Supplier's initiative.
The Supplier accepts that any correction of the amounts invoiced (made necessary due to clerical errors on invoices, shortages or rejections upon receipt) may result in the suspension of payment of the invoices concerned until the corresponding credit notes are received.
The prices of products purchased within the European Union shall be exclusive of French VAT. The Supplier undertakes to state DUQUEINE RHONE-ALPES' VAT identification number on the invoice, as well as the applicable customs codes.

12. DOCUMENTS AND TOOLS LOANED OR PROVIDED

All documents and tools produced by the Supplier on behalf of and at the expense of DUQUEINE RHONE-ALPES, in whole or in part, as well as the documents (plans, drawings, formulas and technical specifications) and tools (moulds and gauges) made available to the Supplier by DUQUEINE RHONE-ALPES, shall be used solely for the performance of DUQUEINE RHONE-ALPES purchase orders and shall be returned upon first request.

Such documents and tools remain the property of DUQUEINE RHONE-ALPES and shall be permanently marked by the Supplier or fitted with a plate indicating such ownership. The Supplier undertakes to return them in good condition.

For this purpose, the Supplier shall provide DUQUEINE RHONE-ALPES with a certificate of insurance stating that the items entrusted to it are insured against all risks and any loss or damage they may cause (civil liability insurance) and against all risks and any loss or damage they may suffer (property damage insurance).

13. WARRANTY

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

- Are fit for their intended purpose and comply in all respects with the purchase specifications and with any samples that may have been provided;
- Are marketable, of good and merchantable quality, manufactured or performed in accordance with good industry practice and applicable standards, and free from any design or manufacturing defects.

No modification to the characteristics of the ordered products may be made without the prior written consent of the Buyer. The Supplier undertakes to repair or replace the goods in the event of any defect, error, faulty workmanship, apparent or hidden defect, or malfunction, and to bear all related costs in full.
In all circumstances, except in cases of force majeure, the Supplier shall be held liable and undertakes to bear all direct or indirect financial consequences resulting from damage of any kind caused to persons and/or property, as well as from any measures of withdrawal, suspension, sequestration, recall with reimbursement, modification and/or destruction of the products, whether such measures are ordered by public authorities (including courts) or taken voluntarily, and regardless of the grounds invoked, in particular in the event of a hidden defect, non-compliance with a standard or regulation, or a safety defect.
The Supplier further warrants that the goods supplied are free from any claim and are not subject to any lien or encumbrance, that the Supplier is the lawful owner thereof and has full title and right to dispose of them for sale. The Supplier shall indemnify DUQUEINE RHONE-ALPES against any claim or action brought by third parties, in particular arising from any dispute relating to intellectual property rights.
For any service exceeding EUR 5,000, whether on a single or cumulative basis, the Supplier shall provide a KBIS extract and a certificate of vigilance prior to the execution of its first purchase order. An updated certificate of vigilance shall be provided every six (6) months until completion of the execution of the purchase orders between DUQUEINE RHONE-ALPES and the Supplier.

14. ACCESS RIGHTS – PUBLICITY – CONFIDENTIALITY

Where necessary, in the context of an audit or otherwise, the Supplier shall guarantee access for DUQUEINE RHONE-ALPES, its customers and the relevant regulatory authorities to the production sites and to the records relating to the purchase orders.
The Supplier undertakes not to display any parts manufactured in accordance with the drawings, designs or technical specifications of DUQUEINE RHONE-ALPES without the latter's prior written consent.
Under no circumstances and in no form whatsoever shall DUQUEINE RHONE ALPES purchase orders give rise to any direct or indirect publicity without the prior written consent of DUQUEINE RHONE-ALPES.
The Supplier undertakes not to disclose or communicate to any third party any documents or materials that DUQUEINE RHONE-ALPES may have provided to it.

15. INSURANCE

The Supplier undertakes to fully indemnify and hold harmless against the consequences of any bodily injury, material damage and non-material damage (including related costs and any court awards), whether occurring during or after the performance of the contract, resulting from acts or omissions attributable to the Supplier, its subcontractors, employees or agents, or resulting from its products or those of its subcontractors.
The Supplier shall take out and maintain in force an insurance policy covering its civil liability (operating and post-delivery liability – material and non-material damage – consequential and non-consequential losses) and shall be able to provide evidence thereof at any time upon request by DUQUEINE RHONE-ALPES.
If the insured amount per claim and per insurance year is deemed insufficient by DUQUEINE RHONE-ALPES, DUQUEINE RHONE-ALPES reserves the right to automatically terminate, without compensation, any purchase order in progress.

16. GOVERNING LAW – JURISDICTION

The applicable low is French law. In the event of any dispute, the Court of Bourg-en-Bresse shall have exclusive jurisdiction.