

PREAMBLE

By accepting any order from the Buyer, the Supplier accepts, without reservation, by the same fact, these General Conditions of Purchase (GCP).

He waives the right to invoke any document (invoice or other Supplier document) contradicting any of the clauses of these Conditions.

The English translation of this document is provided for informational purposes only and has no legal status. The French version of this document prevails and the English version cannot modify it in any way.

1. GENERAL

Communications will take place in French or English.

1.1 Definitions

In these General Conditions, the following terms have the meanings specified below:

Buyer: The company SOMEP INDUSTRIE issuing the Order.

Delivery Note: Document drawn up by the Supplier upon delivery of the Supply.

GCP: These General Conditions of Purchase.

End Customer: Customer of the Purchaser, purchaser of a product and/or a service integrating the Supply.

Order: The Purchase Order, document (paper or electronic) issued by the Buyer and accepted by the Supplier, including in particular the description of the Supply ordered.

Contract: Sales contract by which the Supplier undertakes to sell the Supply(s) to the Buyer.

Certificate of Conformity/Compliance: Document issued by the Supplier, under its responsibility, declaring the conformity of the Supply with the contractual documents, the standards in force as well as any other applicable rule, in particular the rules of the art for the performance of the services.

Documentation: Any document issued or provided by the Supplier, necessary for the receipt, production, installation, use, operation, upkeep and maintenance of the Supply.

Supplier: Natural or legal person selected by the Buyer to execute the Order.

Supply: Products, raw materials, packaging or services ordered by the Buyer from the Supplier.

Parties: the Buyer and the Supplier.

Initial sample: first piece manufactured under normal industrial production conditions.

Site: the establishment of the Purchaser or a third party concerned by the delivery of the Supplies and mentioned in the Order.

1.2 Scope

1.2.1: All Orders must be in writing (as well as any modification concerning it) and give rise to the issuance of a Purchase Order. The Supplier cannot, in any case, rely on a tacit agreement on the part of the Buyer. The Purchaser is solely responsible for the purchase order issued by an authorised person.

1.2.2: The GCP apply to any Supply ordered by the Buyer from the Supplier. They are a determining condition of the contractual relations between the Buyer and the Supplier.

1.2.3: These GCP can only be modified by written agreement signed by the Parties.

1.2.4: The fact that the Purchaser does not avail himself, at a given time, of any of the provisions of the GCP cannot be interpreted as a waiver of his subsequent reliance.

2. CONTRACTUAL DOCUMENTS

All Documentation must include the product codes stipulated on the Order as well as the Order number.

Orders are sent by e-mail or fax.

2.1 Acknowledgement of receipt

2.1.1: The Supplier must send the acknowledgement of receipt within forty-eight (48) hours by any rapid means (fax, electronic mail, possibly by mail).

2.1.2: The acknowledgement of receipt confirms the Supplier's formal agreement on the price and time conditions under which he undertakes to accept the Buyer's orders. Any other document that would be attached to this acknowledgement of receipt would be deemed null and unwritten.

2.1.3: If the acknowledgement of receipt is not received within the time period indicated above, then the Order will be considered accepted by the Buyer.

3. DELIVERY

3.1 Terms of delivery of the Supply

3.1.1: Deliveries will be made, by default, under the DDP Incoterm. Any other delivery method (Incoterm excluding DDP) must be the subject of negotiations and prior written agreement by the Buyer.

3.1.2: All shipments must be properly packaged, marked and made available according to the Buyer's instructions. Invoicing for packaging will only be accepted if it is expressly provided for in the Order.

3.1.3: The Supplier is responsible for the delivery of the Supply. He is also responsible for any breakage, missing items and damage resulting from insufficient packaging.

3.2 Delivery Note

3.2.1: Any delivery of Supplies is accompanied by a Delivery Note. The latter includes the following information:

- The Order number
- The reference of the Supply
- The designation of the Supply as mentioned in the Order.
- The quantity delivered
- The elements of traceability
- The recipient site
- The mode of shipment
- Certificates of analysis and controls, when it comes to the delivery of raw materials.
- The dimensional report and Certificates of Conformity, in the case of new or modified parts.

No mention of Delivery Note can modify these GCP.

3.2.2: On receipt of the Supplies, the Buyer acknowledges receipt of the delivery by affixing his stamp and signature on the Delivery Note.

3.3 Deadlines

3.3.1: The delivery times indicated on the order forms are agreed upon on the Site. The delivery times of the products or the performance of the services are imperative; they are a determining condition without which the Buyer would not contract with the Supplier. It is the same for the place of delivery. Failure to meet delivery deadlines may result in the application of penalties for delays and re-invoicing of exceptional transport costs.

3.3.2: In the event of premature delivery, the Buyer may either return it at the Supplier's expense or accept it and invoice the Supplier for storage costs until the delivery date provided for in the Order.

3.3.3: In the event of failure to deliver on the scheduled date, the Buyer may at his convenience, charge late penalties to the Supplier, terminate the Order, and if he wishes to return the Supplies at the Supplier's expense.

3.4 Compliance

3.4.1: The Supply must comply with the contractual stipulations as well as the European standards in force. The Supply must comply with the data in the specifications serving as a reference and/or with the specifications/standards stipulated on our order form. The Supplier must be able to communicate on the first request and within eight (8) days from the date of the latter any documentary evidence attesting to the compliance of the Supply with the standards in force.

The Buyer reserves the right to request the delivery of initial samples (PPAP) for validation by its technical services.

3.4.2: In the event of non-compliance with the Order, the Purchaser will undertake to do its very best to indicate its reservations on the Delivery Note or to notify the Supplier as soon as possible from delivery.

In this case, the Buyer may refuse delivery, without compensation or payment of the price of the Order to the Supplier, and return it at the Supplier's expense and risk. It is then deemed undelivered and gives rise to penalties.

3.4.3: Without prior agreement, the Buyer reserves the right to:

- Refuse any quantity greater than the quantity ordered.
- Claim a delivery balance if the quantity delivered is less than the quantity ordered.

3.5 Transfer of ownership / Transfer of risk

The transfer of ownership will take place following the current French legislation.

The risks are the responsibility of the Supplier until unloading of the Supply at the place of delivery.

3.6 Delay and non-compliance

3.6.1: The Supplier bears all direct and indirect material and immaterial damage caused to the Buyer resulting from:

- Delays or defects in delivery (even partial) of the Supply.
- Non-compliant delivery of the Supply to the Order.

3.6.2: A delay in delivery or a non-compliant Supply may give rise to the application by the Purchaser of the termination clause provided for in Article 10 below.

4. SETTLEMENT

4.1 Prices

The price mentioned on the Order Form is firm and final. Transport costs must be mentioned. Any other additional cost or modification of any nature whatsoever must be subject to the prior written consent of the Buyer.

4.2 Payment

Orders do not give rise to any systematic payment of advances (down payments), except as expressly stipulated in the order or the special conditions.

Payment does not constitute an agreement on the Supply delivered or on the amount invoiced and does not under any circumstances entail a waiver of any subsequent recourse by the Buyer.

4.3 Invoices

4.3.1: Invoices must be drawn up in two copies. They must include, in addition to the usual information, the following information:

- For French subcontractors: the delivery conditions.
- For EC subcontractors (excluding France): customs tariff number, net weight, delivery conditions (Incoterm CCI / CE Genève) completed by the code relating to the place provided for in the transport contract: 1 - 2 or 3, mode of transport, country of origin and provenance, department of arrival, fiscal and statistical values.
- For subcontractors outside the EC: delivery conditions (Incoterm CCI / CE Genève), net and gross weight, country of origin and provenance.

4.3.2: The amount of taxes (VAT, etc.) must always be deducted separately from the amount excluding tax on the invoice. Transport and packaging costs, if invoiced to the Purchaser, must also be deducted separately from the amounts excluding and including tax on the invoice. Any charge or additional billing cost that has not been agreed by the Buyer will be refused.

4.4 Payment terms

The payment terms are mentioned on the Order.

6. CERTIFICATIONS

The Buyer's Suppliers must be ISO 9001 certified and transmit their valid certificate each year and undertake an ISO 14001 and IATF 16949 certification process.

7. INSURANCE

7.1: Before beginning execution of the Order, the Supplier undertakes to justify the subscription of a civil liability insurance policy covering in particular the responsibilities that it incurs as a result of the execution of this contract for all material, bodily or immaterial damage.

7.2: To this end, he will provide the Buyer, duly completed and signed by his insurer, with civil and professional insurance certificates at the latter's first request. The issuance of the aforementioned insurance certificates does not in any way constitute on the part of the Purchaser any acknowledgement of the Supplier's liability limitation.

7.3: The Supplier undertakes, at the request of the Purchaser, to provide him with all the elements enabling him

to identify the origin, place and date of manufacture of the Supply or the elements making up the Supply, quality controls performed, serial or lot numbers.

8. CONTRACTUAL RESPONSIBILITY

The Supplier is liable for any damage or loss of any kind suffered by the Purchaser as a result of any non-performance or improper performance of the Order related in particular to defects in design, conformity, construction, operation or performance of supply.

The assistance that the Purchaser can provide to the Supplier for carrying out the Supply or the checks that the Purchaser reserves to himself to carry out, in no way exonerates the Supplier from its liability.

The Supplier is responsible to the Buyer for any non-performance or improper performance of the Order of its subcontractors and / or partners, involved in the performance of the Order, and for any damage that may result therefrom.

9. GUARANTEES

The Supplier guarantees that all the Supplies delivered or the services performed are fit for the use for which they are intended, such use having been indicated to it, or resulting from their nature. It also guarantees that they are of good quality, manufactured or executed following good practice and official standards and free from any design or execution defect.

Unless otherwise specified in the Special Conditions of orders, the warranty period runs from the date of receipt for three years. During this period, the supply will be guaranteed, regardless of the reason for its non-conformity (defect in quality, operation, etc.). In the event of a defect, the warranty will be extended for a period equal to that of the unavailability of the supply; if it is necessary to replace all or part of it, the warranty period will run, for the defective element, from its replacement, for a period equal to the duration of the initial warranty, and this subject to all other rights and remedies of the Buyer. In addition, the Supplier remains liable, under common law, beyond the contractual warranty period, for any hidden defects which its Supply may prove to be affected by.

The Supplier shall promptly remedy, and entirely at its expense, any defect in the Supply, whatever it may be, as a priority by replacing/bringing it into immediate conformity. He will also have to repair any damaging and proven consequences that these defects would entail for the Buyer, their End Customers and / or partners. It fully guarantees the Buyer in this regard. In the event that the Supplier should prove unable to remedy these defects, the Buyer reserves the right to have the necessary work carried out by a third party, at the Supplier's expense, without prejudice to the application of the termination clause and a claim for damages.

The Supplier remains liable, under common law, beyond the contractual warranty period, for any hidden defects which its Supply may prove to be affected by.

10. TERMINATION

The Buyer reserves the right to automatically terminate any order, in the event of non-compliance with any of the clauses listed above and in particular those concerning, the delivery times and places, the technical and qualitative specifications and prices.

11. RIGHT OF INDUSTRIAL AND INTELLECTUAL PROPERTY

The service or orders entrusted by the Purchaser to the Supplier do not give the latter any rights to the brands, logos, distinctive signs or any other rights held by the Purchaser under industrial and commercial property.

The plans and technical specifications submitted by the Purchaser during calls for tenders or orders are strictly confidential. Their distribution is prohibited.

12. CONFIDENTIALITY

12.1 Principle

Unless the Purchaser has previously agreed in writing, the Supplier undertakes to maintain the most absolute confidentiality on all information, data, or documents, transmitted in writing or orally, or of which it has become aware by any means whatsoever. (Hereinafter the

"Confidential Information") in the context of the execution of the Order, and not to directly or indirectly disclose the Confidential Information. Likewise, commercial relations with the Buyer may not give rise to direct or indirect advertising.

12.2 Duration

The Supplier is bound by this obligation for an indefinite period, being expressly reminded that it undertakes to use the Confidential Information only for the performance of its obligations hereunder and to communicate it only to its agents, subcontractors or partners who use it for the execution of the Order.

12.3 Scope

The Supplier is committed to compliance with this obligation by all its employees, subcontractors, partners, and is responsible for all harmful consequences that could, even indirectly, result from its failure by one of them.

12.4 Exception

This confidentiality obligation does not apply to the Supplier in the event of an administrative or judicial injunction or to assert its rights in the context of administrative or contentious proceedings.

13. ETHICS

Suppliers undertake:

- Not to discriminate, based on sex or age, racial, social, cultural or national origins, trade union activities, sexual preferences, disability, political or religious opinions, in labour relations.
- Take the necessary measures to ensure that working conditions preserve the health and safety of employees.
- Comply with the laws and regulations regarding the protection of employee personal data.
- Comply with all regulations relating to respect for the environment.
- Fight against all forms of corruption and subordination.

14. FISCAL AND SOCIAL PROVISIONS

The Supplier certifies to the Purchaser that his situation is regular concerning the tax administration and social protection organisations. He declares that he has fulfilled the various obligations listed in articles L.1221-10, L.1221-13 and L.1221-16 et seq. of the Labor Code and certifies on his honour that the work will be carried out by workers in a regular situation. It guarantees the Buyer against any recourse in this regard. He also undertakes to communicate to the Purchaser at the first request the state of his accounts.

15. ENVIRONMENTAL PROVISIONS

The Buyer attaches great importance to compliance with the provisions in favour of sustainable development. To this end, the Supplier undertakes to do its very best to resort to processes, use materials or products that respect the environment.

The Supplier undertakes to provide the Purchaser on request with information relating to the consequences of the company's activity on the environment listed in Article R. 225-105 of the Commercial Code.

16. FORCE MAJEURE

The Parties cannot be considered as responsible or having failed in their contractual obligations when the failure to perform the respective obligations is due to force majeure; the execution of the Order between the Parties is suspended until the extinction of the causes having generated force majeure. Force majeure takes into account irresistible facts or circumstances, external to the Parties, unforeseeable and beyond the control of the Parties, despite all efforts reasonably possible to prevent them. The party affected by force majeure will notify the other within five (5) working days of the date on which it becomes aware. The two Parties will then agree on the conditions under which the execution of the Order will be continued.

17. APPLICABLE LAW – JURISDICTION

17.1 French law

Orders, as well as these GCP, are subject to French law. The Parties expressly waive the application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980.

17.2 Competent court

Any dispute relating to the validity, interpretation, execution and / or termination of the Order will be by express agreement within the exclusive jurisdiction of the Commercial Court of Bourgoin-Jallieu (38) notwithstanding multiple defendants or warranty claims.