

<b><u>TERMS AND CONDITIONS OF PURCHASE</u></b> <b>Edition 07/2016</b>
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### APPLICATION OF THE TERMS AND CONDITIONS OF PURCHASE

In the absence of special provisions established in writing between the SIFCOR Group, its subsidiaries (hereafter SIFCOR Group) and its Suppliers (hereafter the "Supplier(s)"), the present terms and conditions of purchase apply to all orders placed by the SIFCOR Group with its Suppliers for the purchase of products, goods, merchandise or services (hereafter the "Products").

### I - VALIDITY OF THE ORDER

Acceptance of orders from SIFCOR Group implies total acceptance, without reserve, of the present terms and conditions of purchase. Orders from the SIFCOR Group with Suppliers are validly placed by letter written on the letterhead of the SIFCOR Group, by email or fax.

### II - CONFIRMATION OF RECEIPT

The Supplier must confirm receipt of the order or contest it, in principle, by return response, by postal mail, email or fax and, at the latest within the 48 hours following receipt of it. Beyond this deadline, in the absence of contestation, the order shall be deemed as accepted in its entirety.

### III - DELIVERY TIMEFRAME

The delivery date stated on the order is the expected date of receipt of the Products at the delivery location. This date must absolutely be respected. In case of late delivery, the SIFCOR Group reserves the option of applying late penalties, calculated as indicated hereafter, unless it prefers to cancel the order.

The late penalty will be calculated on the basis of 0.5 % of the amount of the order per day of lateness, to the limit of 15 % of the amount of the order excluding tax.

This penalty shall be automatically deducted from the amount of the order, or billed if the order is cancelled by SIFCOR Group. It shall then be a set amount based on the 15% of the amount of the order excluding tax. Deliveries may only be made early after written approval has been obtained from the SIFCOR Group. Notwithstanding application of the penalties mentioned above or cancellation of the order, the Supplier shall be held fully responsible for any late delivery and shall endure the harmful consequences of this, direct or indirect, and shall indemnify the SIFCOR Group in this regard.

### IV - PRICES

Unless there are situations to the contrary, the prices indicated on orders are firm and not subject to revision, and are expressed for products that are packed and delivered carriage-paid to the delivery location indicated on the order.

#### V -INVOICE

Invoices must be sent in duplicate to the address indicated by the SIFCOR Group on the front of the purchase order. Each invoice will have to state the complete references of the order and of the delivery slip of the Supplier, thereby corresponding to all mentions specified by regulations in effect and, notably, article L441-3 of the Code of Commerce.

#### VI -PAYMENT

Unless there are stipulations to the contrary, payments will be made at 60 days net following delivery, by bank wire.

Deferment is possible in case of non-conformity of the Product delivered or of the service provided.

#### VII-DELIVERY DOCUMENTS

Each delivery must be accompanied by a slip, in one copy, which mentions the number of the purchase order, the reference and specification of the Products. A packing list will be visible in a pouch on the outside of the package(s) in order to facilitate identification of the Products. Despite the obligation for the Supplier to deliver the Products to the delivery location, the SIFCOR Group nonetheless reserves the possibility of picking up the Products at the premises of the Supplier or at the place where the Supplier has stored them.

This operation may only take place in exchange for remittance of a pick-up slip.

#### VIII-TRANSPORT-TRANSFER OF RISKS

Regardless of the mode of transport used, the Products always travel at the expense, risk and peril of the Supplier. The transfer of risks and, notably, the transfer of liability, takes place upon delivery of the Products at the delivery location mentioned in the order. As a result, the Supplier agrees to take all necessary measures to ensure proper protection and packaging of the Products, and to subscribe all necessary insurance concerning the risk of loss or damage of the Products, while they are in its custody, even though it is no longer the owner of them and, in particular, during transport.

#### IX -TRANSFER OF OWNERSHIP

The transfer of ownership of the Products takes place upon delivery of the products by the Supplier, regardless of the date of payment.

#### X-MERCHANDISE THAT DOES NOT CONFORM TO SPECIFICATIONS OR QUANTITIES

The SIFCOR Group reserves the right to return surplus Products or those delivered early, at the expense, risk and peril of the Supplier, and to require any quantities missing with respect to those ordered.

Similarly, the SIFCOR Group reserves the right to refuse any product whose non-conformity becomes apparent, with respect to the specifications accepted by both parties. Any Product refused will be able to be returned to the Supplier, at the expense, risk and peril of this latter party. The Supplier will have to state its position within a period of eight (8) days following receipt of the product. In the absence of response from the supplier within the allotted timeframe, it shall be deemed as having recognized the non-conformity of the Product. In the absence of contestation on the part of the Supplier within a period of 8 days, any returned merchandise shall result in establishment of a credit for the total value of the Product not in conformity, which will be reduced from invoices in progress. Any internal or external expenses incurred by the SIFCOR Group for handling a nonconformity will be re-billed to the Supplier.

#### XI –GUARANTEE-CONFORMITY

1-Other than the legal guarantee from which the SIFCOR Group benefits, the Supplier guarantees its Products against any defect related to design, material, fabrication, treatment and, eventually, disassembly, for a minimum period of one year following commissioning, if the Product requires such commissioning, or starting from its availability in another manner, unless there are stipulations to the contrary indicated in the order. During the guarantee period, the Supplier is required to replace, within a period of 48 hours, any Product found to be defective, while taking responsibility for all expenses for disassembly, reassembly and transport. In case of default of the Supplier or in case of emergency, these operations will be able to be carried out by the SIFCOR Group at the expense of the Supplier.

2-The Supplier guarantees the SIFCOR Group complete enjoyment, free from any easement or rights of third parties for the Products purchased by the SIFCOR Group. As a result, the Supplier guarantees the SIFCOR Group against any discord, claim or dispossession of any kind in this regard.

In particular, the Supplier guarantees that the Products delivered are not subject to any claim related to industrial, intellectual or artistic ownership rights (patents, marks, drawings, models, copyright or others...), And that the photographs of the Products may be reproduced on all media, including online, unless there is a decision to the contrary expressed by registered letter with confirmation of receipt. As a result, the Supplier agrees to take personal responsibility for any complaint, request, action and/or procedure, regardless of the form, purpose or nature, made against the SIFCOR Group and related directly or indirectly to the Products.

For this purpose, the Supplier notably agrees to settle, directly with the author of the complaint, any amounts that this party could demand from the SIFCOR Group and to intervene, if necessary, in any procedures initiated against the SIFCOR Group as well as to guarantee it for any condemnations which could be pronounced against it under such circumstances.

In case of pronouncement of a prohibition of any kind from using all or a portion of the Products, the Supplier agrees, at its discretion and exclusive cost:

- to immediately obtain the right for the SIFCOR Group to continue use of the Products,

- to immediately replace the elements in question by an equivalent element which is not the subject of contestation, and which has been accepted by the SIFCOR Group.

## XII-INSURANCE

The Supplier must provide proof that it has established insurance policies to cover the consequences of its civil liability due to its activities and the products, which it manufactures or which are entrusted to it for subcontracting work, notably policies to cover PROFESSIONAL CIVIL LIABILITY and PRODUCT LIABILITY.

## XIII-RESPONSIBILITY

The Supplier agrees to fulfil orders using its own resources, unless otherwise agreed beforehand and in writing by SIFCOR Group.

The Supplier takes full responsibility for the fabrication and delivery of the Products, and notably for production of them in accordance with standard industry practices, respecting all regulations in effect. In particular,

it is expressly agreed that in case of non-performance or breach by the supplier of one of its obligations, it will have to indemnify the SIFCOR Group for all harm endured by the SIFCOR Group resulting from said breaches or non-performance. As a result, the Supplier will indemnify the SIFCOR Group for all harm endured by the SIFCOR Group including, notably, charges, expenses, indemnities in any other financial consequences endured by the SIFCOR Group. As may be needed, it is specified that the Supplier shall be responsible for the direct and indirect losses incurred by the SIFCOR Group.

## XIV-WORK ON PRODUCTS

In case the SIFCOR Group entrusts the Supplier with work to be done on products manufactured or belonging to the SIFCOR Group, and without prejudice to the

arrangements to be made vis-à-vis the transporter, the supplier must inspect, at the time of unloading, the products shipped by the SIFCOR Group for such work. The verification must involve the condition of the products, the references and quantities. In the absence of a complaint from the supplier within a period of three days after receipt of the products, they will be considered as being in conformity with those mentioned on the delivery slip established by the SIFCOR Group. The Supplier is responsible for said products, which remain the property of the SIFCOR Group. In case of damage, improper work or failure to return products entrusted by the SIFCOR Group within the framework of this work, the SIFCOR Group reserves the right to bill for said products at their cost price, without prejudice to damages. The Supplier will have to take all necessary measures so that the products entrusted to it by the SIFCOR Group may be clearly identified as belonging to the SIFCOR Group, notably to avoid any eventual action from creditors of the Supplier concerning these products. Unless otherwise indicated, the return is under the responsibility of the subcontracting Supplier.

#### XV-PLANS - TOOLS -MODELS

Plans, tools, models, technical documents, etc., and, generally, the know-how provided by the SIFCOR Group are and remain its property, and will have to be returned upon simple request to the SIFCOR Group, without the supplier being able to keep copies in any form at all. The same is true for those created by the supplier for execution of the order, and the remuneration of this latter party is stipulated as set and definitive for purchase of the patrimonial rights related to these creations, for all countries and for as long as these rights exist. As such, the Supplier will transfer these patrimonial rights as they are created. The Supplier agrees to formalize, if necessary, any documents required for this transfer, notably vis-à-vis any public or private organizations permitting them to be recorded in the name of the SIFCOR Group and/or for their protection. The supplier agrees to treat these items, as well as any information provided to it by the SIFCOR Group, as strictly confidential. These documents will not be able to be copied or provided by the supplier to third parties without obtaining prior authorization in writing from the SIFCOR Group. Under the same conditions, the Supplier agrees to exclusively reserve use of these items for execution of the order(s) placed by the SIFCOR Group. Maintenance of the tools is the responsibility of the Supplier.

#### XVI -CONFIDENTIALITY

The Supplier will have access to technical, economic and commercial information made available by the SIFCOR Group in any form or on any media, including orally, to pursue and develop their business relationship.

This communication, regardless of its form, is strictly confidential and done for the purpose of facilitating the assignment of the Supplier and to optimize the results of it. The Supplier agrees that it will not disclose and/or communicate the information provided to a third party, including the status of projects, results obtained..., without having received prior authorization in writing from the SIFCOR Group, and to make no industrial or commercial use of this information beyond that which is strictly limited to the fulfilment the orders. The Supplier vouches for acceptance of this same commitment by its personnel and declares that it will make every effort to ensure that it is fully respected. This commitment is valid as long as the information in question has not fallen into the public domain, and for a period of seven (7) years after the order.

#### XVII -TECHNICAL ACCEPTANCE

The SIFCOR Group reserves the right to have the supplies ordered with the Supplier accepted by its agents or any organization that it has designated.

#### XVIII-ADVERTISING

No order may be used by the Supplier for advertising, or be used as a reference in any manner whatsoever, without obtaining prior approval in writing from the SIFCOR Group.

#### XIX – ETHICAL RESPONSIBILITY

In executing the order, the Supplier agrees to respect the commitments specified hereafter with regard to ethics and sustainable development (including social and environmental responsibility), notably: human rights and international work standards. It agrees not to employ children, use forced labour or practice discrimination in hiring. It must avoid conflicts of interest in respect the environment. The Supplier agrees not to make, offer or authorize illegal payments for the purpose of winning or retaining the contract with the SIFCOR Group, either directly or indirectly, to government representatives, third parties or employees of the SIFCOR Group.

#### XX -CANCELLATION

Other than the cases of cancellation specified in article III of the present terms and conditions of purchase, in case of a breach by one of the parties of the obligations stated herein, which has not been remedied within a period of fifteen (15) days following receipt of a registered letter with confirmation of receipt providing

notification of the breaches in question, the other party will be able to cancel the orders concerned by the breaches and any other orders in progress, upon simple notification, without prejudice to damages which could be claimed due to said breaches. Without prejudice to any other damages due to the parties as a result of the breaches, the supplier will reimburse any amount already paid by the SIFCOR Group for orders, and the SIFCOR Group will return the materials or Products to the Supplier, to the extent that this is possible.

#### XXI -OFF-SETTING

The Supplier authorizes the SIFCOR Group to offset the amounts due by the SIFCOR Group and those due by the Supplier, for any reason at all.

#### XXII -PARTIAL INVALIDITY –MODIFICATION OF THE TCP

If any of the stipulations of the present terms and conditions of purchase were to be declared as invalid based on a rule of law in effect or a legal decision that has become definitive, it shall be deemed as unwritten and the other stipulations shall retain their full force and scope.

Any modification of the present terms and conditions of purchase will only be able to be taken into account after signature of an amendment by both Parties.

#### XXIII -TRANSFER

The Supplier is prohibited from selling or transferring the present contract in any form whatsoever, notably by means of merger, contribution, demerger, universal transfer of assets, even partially, without first obtaining express approval in writing from the SIFCOR Group.

#### XXIV-APPLICABLE LAW -ASSIGNMENT OF JURISDICTION

In case of contestation relative to orders, Products or payment for them, only French law is applicable and the Tribunal de Commerce de Dijon (21) is solely competent, to the exclusion of any other designated by the Supplier, unless there are stipulations to the contrary, established in writing and accepted by both parties.