

GENERAL TERMS AND CONDITIONS OF PURCHASE OF BONTAZ

October 28th, 2022, Edition

1. SCOPE OF APPLICATION

These General Terms and Conditions of Purchase ("GTCP") apply to the purchase of any materials, substances, products, components, software, and services (hereinafter referred to as "Goods"), provided by any suppliers (hereinafter referred to as "Sellers") to BONTAZ (hereinafter referred to as "Buyer" or "BONTAZ") and to which the Buyer have been referred. GTCP shall apply to all requests for quotations made by the Buyer to the Sellers and to all quotations made by the Sellers and shall be part of any purchase order (hereinafter referred to as "Order") placed by the Buyer with the Sellers. No provision in any other document which has not been expressly agreed by Buyer in writing shall not be binding on Buyer.

2. PRICES - QUOTATION - TERMS OF PAYMENT - INVOICING

The prices indicated on the Order are firm and non-revisable. They include all taxes (excluding Value Added Tax), insurance and any other expenses incurred by the Sellers in the performance of the Order including delivery of the Goods to the final destination designated by Buyer, as well as all documents, accessories, equipment and/or tools, all packing, equipment and/or tools suitable and necessary for the full and functional use and maintenance of the Goods, and includes all payments for the use of any industrial or intellectual property rights, including those of third parties.

Unless otherwise agreed between Buyer and Sellers, invoices issued in due form shall be paid within 60 (sixty) days of the invoice date. However, the Buyer reserves the right to postpone payment in the event of non-compliance with the Order by the Sellers. In such event, Sellers shall not be entitled to any late payment interest (even on a portion of the price), penalties, or any other form of compensation. Failure to expressly reject an invoice shall not constitute acceptance thereof. Payment of an invoice does not constitute acceptance of the Goods ordered or delivered. In order to be valid, acceptance of the Goods by the Buyer shall be express and shall only constitute acknowledgement by Buyer of the performance of the Delivery.

3. DELIVERY- TITLE - PACKING - TRANSPORTATION

Unless otherwise agreed, the Goods are sold under the DDP Incoterm (as per 2020 edition of the ICC), unloaded at the final destination specified by Buyer ("Delivery"). The Goods shall be packaged so as not to be damaged in transit or handling. Packaging materials and methods shall be selected by Sellers in a manner that minimizes the cost of use and is protective, safe, recyclable, energy efficient and easy to dispose of.

Sellers shall arrange for the transportation of the Goods to the place of Delivery in such a manner as to avoid damage to the Goods and to third parties and to avoid risk in unloading the Goods at Buyer's place of Delivery.

Compliance with the delivery times set forth in the Order shall be a material term of the Order. Buyer shall have the right to cancel the order if it is not performed within the time set forth in the Order, without the need for prior notice of default. Buyer reserves the right to refuse partial or advance deliveries; in such cases, Buyer shall have the right to return or store such partial or advance deliveries at the expense and risks of the Sellers.

In the event of a delay in delivery, Sellers shall immediately notify Buyer in writing, stating the reason and the duration of the delay and any information regarding the measures taken to remedy the delay and expected delivery date. In the event of late delivery, Buyer shall be entitled to receive, without prejudice to any other rights, for each full week of delay, damages in the amount of 1% (one percentage) per day of delay of the value of the Order, not to exceed 10% (ten percentage). Such penalties shall be due without prejudice to Buyer's other claims for damages.

Title to the Goods shall pass unconditionally to Buyer upon delivery. Notwithstanding the terms of delivery, the risk of loss or damage to the Goods shall remain with the Sellers until formal acceptance thereof by Buyer.

4. ACCEPTANCE - INSPECTION

Unless otherwise agreed between Buyer and Sellers, the Sellers shall acknowledge receipt of the Order within 2 (two) business days, with the acknowledgement of receipt (AR) being deemed express acceptance of the Order. In the absence of receipt of an acknowledgement of receipt within this period or any Order's amendment within 24 (twenty-four) hours, the Order shall be deemed definitively accepted by the Sellers.

Buyer reserves the right to verify the progress and performance of the Order and to undertake such quality checks and tests as it deems necessary. Sellers shall provide unrestricted access to their premises to Buyer and its representatives at all times. This shall not relieve or limit Sellers' obligations under the Order.

All requirements set forth in Buyer's quality systems shall be considered a specification of the Order itself; Sellers shall have a quality system established and implemented in accordance with ISO 9001 and/or its equivalent (depending on the nature of the Goods), including IATF 16949 and ISO 14001. Buyer or its agents shall have the right to undertake quality audits and verifications of the quality system of Sellers or any of their subcontractors.

In the event of rejection of all or part of a delivery, the rejected Goods shall be stored and/or returned by Buyer at the expense and risk of the Sellers.

5. TECHNICAL DOCUMENTATION - OPERATION AND MAINTENANCE MANUALS

Sellers shall provide Buyer, within the agreed upon time period or no later than delivery of the Goods, with all technical documentation relating to the Goods including, without limitation, operation and maintenance manuals, training manuals, drawings, technical data sheets, product safety data sheets, factory inspection certificates, certificates of compliance and any other relevant documentation. Unless otherwise specified in the Order, delivery of software or goods incorporating software shall include source code and object code relating thereto and enabling maintenance and/or adaptation of the Goods. Such technical documentation or specific equipment and accessories related to the performance of an Order shall remain the property of Buyer and shall be considered an integral part of the Goods for the purposes of the GTC. Such documentation shall be provided in the language of the country of delivery, unless otherwise specified.

6. WARRANTY - LIABILITY

Sellers warrant that the Goods comply to the agreed specifications and requirements, are state-of-the-art and suitable for particular purposes expected by Buyer, are free from defects in design,

materials and workmanship, fully meet Buyer's performance requirements and comply with all applicable legal, requirements and standards, particularly those relating to the environment, safety, working conditions and employment. All representations or warranties contained in Sellers' catalogs, brochures, sales literature and quality systems shall be contractually binding. Sellers warrant that the technical specifications of the Order are fully compliant with Buyer's specific needs and acknowledge that they have carefully reviewed such specifications and have sought any clarification they may have desired.

Sellers warrant that the Goods comply the agreed specifications and requirements or to perform to achieve the expected results for a period of 2 (two) years from the date of their delivery or their commissioning, if any. Claims under this warranty shall suspend the warranty period until the defect is fixed by Sellers and the warranty period shall be extended accordingly.

At any time if it is turns out that any of the Goods not comply to the warranty, Buyer may, at its option, upon written notice to Sellers (a) terminate the Order in accordance with the provisions of Section 10 (Termination), (b) accept such Goods for an equitable reduction in price, or (c) reject such nonconforming Goods and require, at Sellers' expenses, replace the nonconforming Goods or perform the necessary repairs. All rejected Goods, for whatever reason, shall be returned to Sellers at their costs and risks or stored at Sellers' risks in Buyer's warehouse. Upon expiration of 15 (fifteen) days from notification of rejection, Sellers shall be liable for the cost of storage of such Goods in the warehouse.

If Sellers fail to deliver suitable replacements or, as the case may be, to make prompt or emergency repairs, Buyer shall be entitled to replace or repair such Goods by another supplier and to be reimbursed by Sellers for all resulting costs.

All repaired or replaced Goods shall be subject to the provisions of this Section and the warranty period referred to in these GTCP's shall start in full from the date of such delivery or repair.

Sellers shall be liable for any direct, incidental, special or consequential loss or damage, including loss of profits, suffered by Buyer and/or its customers due to delays in delivery, defects in the Goods or any other failure of Sellers to perform the Order.

Buyer's rights and remedies as specified in these GTCP are in addition to those provided by law. In any event, no inspection, approval or acceptance of the Goods shall relieve Sellers of liability for defects or other failures to meet the terms of the Order.

In the event that Sellers decide to discontinue the manufacture of all or part of the Goods, Sellers shall give Buyer at least one year's notice thereof so that Buyer may place additional orders. Sellers agree, unless otherwise specified, to provide spare parts for a minimum of 10 (ten) years after official notification of discontinuance of the Goods.

7. INTELLECTUAL PROPERTY RIGHTS

Sellers warrant that neither the Goods nor their sales infringe or violate any trademark, patent, copyright or other rights of any third party. Sellers shall indemnify and hold Buyer harmless from and against any and all claims, liabilities, losses, costs, attorneys' fees, expenses and damages due to or arising out of any infringement of industrial and/or intellectual property rights. Sellers shall, at their own expense, if requested by Buyer, defend Buyer against such claims, suits and proceedings.

In the event that the Goods are subject to any action or claim of infringement of industrial and/or intellectual property rights, Sellers shall either promptly obtain the right for Buyer to use the Goods or modify or replace the Goods to terminate such infringement. Modification or replacement of such Goods shall in no event result in any diminution or restriction of the use or function of the Goods or their ability to meet Buyer's specific needs. If Sellers fails to do so, Buyer shall be entitled, upon 8 (eight) business days' notice, (a) to take such action as it deems necessary to safeguard its rights and (b) to obtain from Sellers reimbursement for the all costs resulting of such action.

To the extent they result from the Order, patentable inventions and protectable creations and their results shall be the exclusive property of Buyer unless Sellers can prove that they result from Sellers' sole invention and were developed independently of the Order.

8. CONFIDENTIALITY

The Sellers agree not to disclose or communicate to third parties, by any means whatsoever, any information, products and materials in any form whatsoever (oral, written, visual, electronic, paper, sample, photographic, digital, etc.), of any nature (technical, biological, scientific, commercial, industrial, financial, etc.), which may be communicated to them directly or indirectly by Buyer or to which the Sellers may have access in the performance of the Order. All information to which the Sellers may have had access during a visit to Buyer's site shall also be considered confidential information.

Nothing contained in the Order shall be construed as conferring upon Sellers any right to use or title to any confidential information received from Buyer.

9. FORCE MAJEURE

Neither Sellers nor Buyer shall be liable for any delay in performance or non-performance of its respective obligations if the delay or non-performance is due to force majeure as defined under applicable law.

The party alleging force majeure shall (i) promptly notify the other party by registered letter, reasonably detailing in said notification the cause of its incapacity to fully perform the Order, its plan of action to resolve the situation, and the resulting timetable; (ii) keep the other party regularly informed of the progress of its capacity to fully perform its obligations; and, (iii) use its best efforts to overcome and formally terminate the force majeure as soon as possible.

Force Majeure shall result in the suspension of the Order only for the duration of the effect of such force majeure.

If the effect of the force majeure event makes impossible to perform the Order beyond a period of one (1) month, Buyer shall have the right to terminate the Order by registered letter with acknowledgment of receipt. Strikes affecting the Sellers, public transportation strikes or other events of any kind affecting the Sellers' subcontractors or suppliers shall not be deemed force majeure events.

The price of Goods already delivered shall remain due only to the extent that such Goods can be fully used by Buyer, notwithstanding Buyer's subsequent failure to deliver the remainder of the Order.

10. CANCELLATION

Buyer may at any time, even if Sellers are not on breach of their obligations, suspend the Order for such period as Buyer may determine or terminate the Order or any part thereof by giving Sellers

5 (five) business days' notice. In no event Sellers shall be entitled to compensation for incidental or consequential damages or lost profits.

In the event of breach of any of the terms of the Order, Buyer shall have the right to terminate the Order, on his own right, in whole or in part upon written notice to Sellers and without prejudice to any other remedy, and to recover from the Sellers all sums paid thereby by Buyer and all costs incurred by Buyer as a result of the default of the Sellers, including the cost of replacement of the Goods with another supplier, and to be indemnified against loss or damage suffered by Buyer as a result of any delay in performance by the Sellers. The same shall apply to any delay by Sellers in manufacturing, producing, delivering or assembling of the Goods, if any, according to the terms of the Order.

11. INSURANCE

Sellers shall maintain insurance policies necessary to cover their liability under these GTCP, including an insurance policy covering their public liability in the minimum amount of 1 (one) million Euros. Unless otherwise agreed by Buyer and the Sellers, the transportation of the Goods to the place of delivery is at the Sellers' expense and shall be insured with reputable insurers and in guaranteed amounts not less than the replacement value of such Goods plus 15% (fifteen percentage). Sellers shall provide Buyer with certificate of such insurance policies and the extent of coverage provided thereunder and meeting Buyer's requirements.

12. SUBCONTRACTING

It is expressly agreed between the Parties that the Sellers shall not subcontract the performance of all or part of its obligations under these GTCP, without the prior and express consent of Buyer. If the Sellers are allowed by Buyer to subcontract all or part of their obligations to third parties, such subcontracting shall be at their sole financial expenses and under their sole responsibility. The Sellers shall notify all subcontractors of the terms of these GTCP and the Order and shall provide them with all information concerning Buyer's requirements, particularly with regard to safety regulations, and the Buyer reserves the right to refuse any subcontractor of the Sellers who does not comply with these conditions.

13. TRANSFERABILITY

Sellers shall not assign the Order or any rights arising hereunder or a debt due by the Buyer, without Buyer's prior written consent.

14. PERSONAL DATA PROTECTION

Personal data collected during the performance of the Order are processed in secure environments and in accordance with applicable data protection law. Sellers have the right to access, modify, rectify and delete their personal information by contacting Buyer's head office.

15. JURISDICTION - APPLICABLE LAW

The present GTCP shall be governed by and construed in accordance with the Laws of France without reference to conflict of law principles.

Any, matter, dispute or legal action arising out of or in connection with this GTCP, whether contractual or non-contractual shall be settled by Commercial courts of Annecy, France. The application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is excluded.