

DEFINITIONS

- "**Client**" means **SAMES KREMLIN** Company.
- "**Contract**" means any Client's Order and these PTC.
- "**Order**" means any order resulting in one or more deliveries, issued by the Client.
- "**Party**" means the Client and/or the Supplier individually.
- "**Parties**" means the Supplier and the Client collectively.
- "**Products**" means any product, material and / or equipment, and / or component and / or spare parts and / or accessories manufactured and / or marketed by the Supplier.
- "**Supplier**" means any natural or legal person who manufactures and / or sells the Products to the Client in the course of its professional activity.

1- SCOPE

The acceptance of the Client's Order by the Supplier implies its full acceptance of these Purchase Terms and Conditions (PTC). The acceptance of the Client's PTCs automatically implies the non-application of any other General Conditions of Purchase or Sale derogating therefrom, except with the express written agreement of the Parties. These PTCs cancel and replace any other prior documents with the Supplier. The fact that the Client does not avail itself at any given moment of any of the clauses of these presents cannot constitute a waiver of these clauses. The Client may modify these PTCs at any time within one (1) month notice.

2 - ORDERS

The Client's Order may be sent to the Supplier by any means, including by fax, post, or e-mail. The Supplier must acknowledge receipt (AR) of the Order within a maximum of seventy-two (72) hours from the receipt of the Order. After this period, the Order will be considered as accepted in all its terms by the Supplier.

Any modification of the Order shall be subject of a prior written agreement between the Parties. The acknowledgment of receipt may only make technical and commercial changes with the prior consent of the Client.

3 - DELIVERY

3.1 - Delivery time

Deliveries are made within the time and place indicated in the Order.

Any delivery or shipment shall be accompanied by a delivery note (DN) stating the:

- number and the date of the Order,
- **SAMES KREMLIN** item code of the delivered Products, index of the plan and their designation,
- quantities and net weights delivered,
- customs code and the country of origin of the Products,
- destination indicated on the Order.

The prices of the delivered Products must never appear on the DN.

Any other document or certificate specified by the Client that must accompany the Products shall be attached to the DN, in particular: the material conformity certificate; the report of metrological control or tests; the ATEX certificate; the Safety Data Sheets (SDS).

Delivery times indicated in the Order are imperative and an essential element of the Order. The delivery date is the date of arrival of the Products at the Client's or the consignee's indicated on the Order.

In the event of late delivery, even if partial deliveries of the Order in question have been made in due time, the Client reserves the right to automatically apply to the Supplier a penalty of one per cent (1%) for each working day that the complete and correct delivery passes the agreed upon delivery date without prejudice to any other rights and remedies, and in particular the right for the Client to claim compensation for the damages it has suffered and / or the

cancellation of the current and / or future Orders. The amount of the late penalty will be capped at thirty percent (30%) of the total amount of the Products delivered late (excluding tax).

3.2 - Advance, partial or excess deliveries

Advance, partial or excess deliveries are not permitted, unless express prior agreement of the Client. Each delivery must concern all the lines of the Order and all the quantities expected.

The Client reserves the right to refuse any excess, non-compliant or anticipated delivery. Any return of excess, non-compliant or advance delivery will be at the expense and risk of the Supplier.

3.3 - Transfer of risks and ownership

The transfer of ownership as well as the transfer of the risks of loss and deterioration of the Products of the Supplier will be realized from the delivery and reception of the Products by the Client or the recipient specified in the Order.

3.4 - Reception

The Parties expressly agree that the acceptance without reservation does not cover apparent defects and / or missing Products.

Since quality control is not systematic or mandatory upon receipt of the Products, the Client reserves the right to accept or reject any Product on which it discovers defects, regardless of the priority of the delivery. The Supplier undertakes to replace the Products in question without delay.

3.5 - Return costs

In the event of a non-compliant or missing Product, the Client may request the replacement of the non-complying Products and / or the supplement to replace the missing items at the Supplier's expense. Any non-complying Product will be returned ship collect to the Supplier or destroyed, at its expense, upon written request from the Supplier.

Any costs incurred by the non-compliance will be passed on to the Supplier.

4 - PRICE AND PAYMENT TERMS

4.1 - Price

The prices, expressed before tax and in euros (or in foreign currency), are those in force at the time of the placing of Order. Prices cannot be revised without prior written consent of the Client.

An invoice is issued at the time of each delivery.

The invoice must be sent to the Client Accounting Department. The invoice must indicate the number of the Order, the number and date of the delivery notes, the customs code and the country of origin.

4.2 - Payment terms

The payment shall be made within sixty (60) days upon receipt of invoice.

Any late payment will entail by right and without any formal notice being necessary penalties equal to three times the legal interest rate as well as the payment of a lump sum compensation for recovery costs of forty (40) euros per invoice.

In case of dispute regarding the payment of an invoice, the Supplier may not suspend current and / or future deliveries.

5 - WARRANTY

The Supplier warrants that the Product (s) is (are) free from any defects and / or manufacturing and assembly defects of any nature whatsoever (faults and defects in design, material, workmanship and any other faults and defects), and is (are) in accordance with the descriptions and specifications of the contract and the use for which it is intended.

The warranty offered by the Supplier is for a period of two (2) years (parts and labor costs) from the time the Product is put into service at the Client's or the end-user's premises. If any Product (s) prove to be in non-compliance with the provisions

of the Contract, the Supplier undertakes to redo, repair or replace the Product (s) at its own expense, or issue a credit, as the Client has requested.

Any repaired or replaced Product benefits from the repair or replacement of a warranty under the same conditions as above. The Supplier also warrants the Client against any claim that may be made by third parties, in any place whatsoever, with respect to the Products provided, including the patent, license, trademark or registered model.

6 - LIABILITY

The Supplier is fully liable for all damages of any kind whatsoever, including direct and / or indirect damage, material and / or immaterial, consecutive or not, and / or bodily, which would result from the poor performance of any of its obligations resulting from this contract or the defect of any of the Products supplied, even if it has been incorporated into a finished or semi-finished product. This includes damage to the environment, production and operating losses, profits and / or turnover. The Supplier also undertakes to indemnify the Client for the direct and / or indirect consequences of any claims and actions of any nature whatsoever relating to the quality, safety or non-compliance of the Products, which may be brought or presented by a Third Party.

7- INSURANCE

The Supplier is required to have an insurance policy guaranteeing its liability and covering especially the pecuniary consequences of bodily injury, and material and immaterial damages (consecutive or not) caused to the Client or any third Party during the performance of the obligations resulting from the present Agreement. The Supplier shall give the Client, upon request, a certificate of insurance from a reputable insurance company designating the activities for which the Supplier is insured and specifying the amounts guaranteed.

8 - QUALITY

The Supplier is responsible for verifying the quality of the Products and certifying their compliance with the standards and regulations in force, as well as the technical conditions of the Products and the specifications indicated in the Client Order. The Products must comply with all the terms and conditions of the specifications, the technical notes, as well as the standards and specifications imposed by the Client's Design Office and which the Supplier declares to have been informed of. The Supplier undertakes to inform the Client of any material changes to the specifications, the manufacturing process or other changes to the Product that could affect its quality.

9 - FORCE MAJEURE

A Force majeure occurs when an event is beyond the control of the Party, which could not be reasonably have been foreseen at the time of the conclusion of the contract and whose effects could not be avoided by appropriate measures, and which prevents performance of his obligation by the debtor. In such circumstances, the excused Party will inform the other Party in writing within forty eight (48) hours of the date of occurrence of the events. If the impediment is temporary, the performance of the obligation is suspended unless the delay resulting therefrom does not justify the termination of the contract. If the event were to last more than thirty (30) days from the date of its occurrence, the contract may be terminated by the most diligent Party, without either Party being eligible for the award of damages.

10 - TOOLS AND LOANED OR ENTRUSTED MATERIAL

Materials such as components, equipment, tools, models, molds, jigs, accessories, or other items made available to the Supplier by the Client for the purposes of the present PTC shall be under the custody and full responsibility of the Supplier.

The Client retains sole ownership of these materials and the Supplier may not claim any rights whatsoever on them.

All studies relating to equipment and all specifications relating to the operation of such equipment also remain the property of the Client.

The ownership of materials manufactured or purchased by the Supplier specifically for the purposes of the present Agreement such as models, molds, tools, jigs, accessories and others, will be transferred to the Client as and when they are realized or acquired by the Supplier, including property rights, whether industrial or intellectual, associated with them.

The tools are marked in the name of the Client and with reference to the Products to which they correspond. They must be used exclusively for the realization of the Client's Orders.

The Supplier has custody of all the tools / equipment manufactured and / or all the goods loaned or entrusted by the Client and assures their maintenance at its expense, risk and peril. The Supplier must take out all the necessary insurance to ensure their good conservation and undertakes to produce the corresponding certificates of insurance each year.

The Supplier undertakes to return the tools and other goods entrusted in good condition at the Client's first request and to compensate the latter, particularly in the event of loss, theft, faulty maintenance or misuse.

11 - PACKAGING

In the absence of specifications provided by the Client, the Products will be delivered in neat packaging, preventing them from colliding and protecting them from bad weather and damage during transport, handling and storage. The appearance of the Products shall not be impaired by means of packaging such as adhesive tape or residue of packaging material or as a result of the interception of the Products.

When designing the packaging and / or choosing materials, the Supplier undertakes to take all useful or necessary measures to meet the legal or regulatory requirements for the protection of the environment. Each package shall be legibly and externally marked, in addition to the particulars prescribed by the applicable regulations in force, the following: the description of the Products, the Client's item code, the quantity delivered, the index of the plan, the date and /or the number of the manufacturing batch.

In case of packaging using "shuttle" boxes, the Supplier code must clearly appear on the crates, failing which, these consignations would not be borne by the Client.

12 - ABSENCE OF SILICON

The Supplier is responsible for ensuring that all Products and packaging delivered do not contain silicon.

Silicon means any product derived from the family of polysiloxanes, in the form of demolding agent, lubricant, additive putty, filler or sealant, whether in spray form, liquid or grease, solidified or after polymerization.

If the Supplier uses a subcontractor it must ensure that its own suppliers guarantee the absence of silicon.

13 - REACH REGULATION

The Supplier undertakes to comply with all the obligations incumbent on it under the regulations in force relating to the registration, evaluation and authorization of chemical substances (REACH Regulation) on the one hand, and on the classification, labeling and packaging of substances and mixtures (CLP Regulation), on the other hand.

The Supplier undertakes in particular to:

- Ensure that the substances provided to the Client are duly registered and provide it with the registration numbers of the said substances,

- Inform the Client if these substances are the subject of an application for inclusion on the candidate list of substances

identified as extremely worrying by the European Chemicals Agency (ECHA).

- Inform the Client of restrictions and prohibitions of use affecting these substances as well as any possibility of substitution of these,

- Transmit to the Client all the information necessary for the safe use of the Products and in particular the Material Safety Data Sheets (MSDS),

- Inform the Client at least six (6) months in advance if the Supplier wishes to modify the components and / or technical characteristics of the substances, mixtures or products supplied, or stop marketing them.

The Supplier warrants the Client of any financial consequence of a breach on its part of the obligations imposed on it by the REACH and CLP regulations. By this clause, any limit of liability otherwise provided for in the contract does not apply to the liability incurred by the Supplier under REACH.

14 - INTELLECTUAL PROPERTY

All technical documents, studies, materials, products, information, drawings, manufacturing details or photographs provided to the Supplier by the Client remain the exclusive property of the latter, the sole holder of the intellectual and / or industrial property rights on these documents and / or products, and must be returned to the Client at its request. The Supplier undertakes not to use the elements mentioned above in a manner likely to infringe the intellectual property rights of the Client and must return them at the Client's first request.

The Supplier also guarantees the Client against any claims by third parties regarding intellectual property for the Products it delivers to the Client, and undertakes, in case of litigation, to act on the behalf of the Client at its own costs.

15 - CONFIDENTIALITY

Each Party undertakes not to disclose to any other person any information provided by the other Party, directly or indirectly in writing or orally, including any document, prototype, technical specification or plan, know-how, any material, formulae... This obligation of confidentiality shall be respected by each Party, their staff members and their potential subcontractors for the duration of the business relationship and for the five (5) years following the termination of this relationship. The obligation of confidentiality does not apply to information that is or will become part of the public domain ; that is already known before placing an Order ; that is disclosed or exploited by one of the Parties with the prior written consent of the other Party ; which are lawfully received from a third party ; or to those to be disclosed to a judicial or administrative authority.

16 - ASSIGNMENT

This contract is concluded *intuitu personae* and may in no case be subject to a total or partial assignment, by the Supplier, whether in return for payment or free of charge, except with the express consent of the Client.

Are assimilated to an assignment of the contract, a contribution in a company, a merger, an absorption, a transfer of business (or goodwill), a change of majority in the distribution of the share capital of one of the Parties.

17 - TERMINATION

Either Party may terminate this Agreement in the event the other Party hereto has materially breached or defaulted in the performance of any of its obligations hereunder, and such default continues for thirty (30) days after written notification from the non-breaching Party, without prejudice to damages to which it will be able to claim due to the deficiencies found. Any termination shall become effective at the end of such thirty (30) day period unless the breaching Party has cured any such breach or default prior to the expiration of this period.

18 - ANTI-CORRUPTION

During the execution of the present Agreement, The Supplier undertakes to strictly comply with applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering. The Supplier undertakes to put in place and implement all necessary measures to prevent corruption.

19 - PERSONAL DATA PROTECTION

The Supplier will comply in all circumstances with all laws and regulations relating to the protection of personal data. The Supplier undertakes to collect and / or process personal data concerning the Client or transmitted by the latter only for the proper performance of this Agreement.

The Supplier undertakes to take all the technical and organizational measures to preserve the confidentiality and security of the personal data transmitted and, in particular, to prevent them from being distorted, damaged or communicated to unauthorized persons.

In the event that the Client transfers personal data of third parties to the Supplier, it is its responsibility to collect any necessary consent from the persons concerned in relation to the purposes pursued. Data subjects have access, rectification, deletion, limitation, portability and opposition rights to their personal data, and may at any time revoke their consent to the processing. The Client must immediately inform the Supplier.

20 - GOVERNING LAW AND JURISDICTION

These PTC and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of France. The Parties shall strive to settle any dispute arising from the interpretation or performance in connection with these PTC through friendly consultation. In case no settlement can be reached through consultation, the Parties agree that the Commercial Court of Paris (France) shall have exclusive jurisdiction to settle any dispute or claim.