

# GENERAL PURCHASING CONDITIONS (GPC) OF THE AKWEL GROUP

## 1. DEFINITIONS

**Purchaser:** Legal entity of AKWEL group that issues the Order or under whose name the Order is issued.

**Delivery request:** Any instruction addressed to the Vendor by the Purchase Department of the Purchaser under an open order specifying, when necessary, the required quantities, place, date or period of delivery of the products.

**Order:** Any request, written or computer generated, for the delivery of products that mainly include open and firm orders.

**Contract:** Any contract formed between the Purchaser and the Vendor through the acceptance of an Order by the Vendor.

**Vendor:** Legal entity to which the Order is addressed.

## 2. SCOPE

2.1. The present GPC govern the relations between the Purchaser and the Vendor for the supply of all Goods and Services to the Purchaser. They are complemented by the specific conditions mentioned in the Order or in the reference documents related to the Order (Contract, specifications, requirements, or other), together constituting the Contract concluded between the Purchaser and the Vendor.

2.2. By mere acceptance of the Order issued by the Purchaser, the Vendor accepts the present general purchasing conditions and agrees to adhere to the same. The present GPC prevail over the general business conditions of the Vendor and any other document. Modifications can be brought about only by means of a written document expressly accepted by the Purchaser, and mainly by the specific conditions of the Order issued by the Purchaser which, in case of contradiction, shall prevail over the GPC. These specific conditions can modify the GPC only in case of the Order for which they were accepted by the Purchaser.

## 3. ORDERS

3.1. The Order specifies the technical, commercial and administrative conditions as well as the deadlines set for the Vendor and, mainly the prices, quantities, quality and deadlines that constitute the essential conditions of agreement of the parties. Goods that are consumed on a recurrent basis constitute an Order called "open" which will then be subject of a Delivery request. The validity period of an Open order is not limited. The Vendor should limit his/her liabilities (including the reserve stock) to quantities equivalent to one month's consumption on the basis of the latest estimation.

3.2. The Vendor agrees to notify to the Purchaser by means of a duly signed acknowledgement receipt about the acceptance of the Order, and this immediately after and at the latest within eight (8) working days (fix period) after receipt. Failing which, the Purchaser shall have the right to refuse delivery.

3.3. If the Vendor does not accept the modalities mentioned in the Order, he/she should notify the same immediately to the Purchaser. In case of acceptance of the Order that specifies modalities different from those given in the Order, these modalities shall not bind the Purchase except following his/her written acceptance.

3.4. The Purchaser can modify or cancel the Order at any point of time before its acceptance by the Vendor. The Vendor cannot claim any compensation in this regard.

## **4. PROTOTYPE FOR ACCEPTANCE**

4.1. At the request of the Purchaser, mainly for the new parts, a sample of parts that represent the planned production, along with an inspection report and, if required, all the test results required by the Specifications should be delivered by the Vendor at the indicated places and within the stipulated period.

The parts should be in compliance with the Specifications and/or with the Order, should be suitable for the planned usage and should satisfy the requirements of the regulation in force. The Order shall be confirmed only after the notification of acceptance of these prototypes by the Purchaser. No technical modification, even minor, can be made without the consent of the Purchaser (transfer of production, usage of new equipment or a new process).

## **5. DELIVERY DATES**

5.1. The dates of delivery or implementation specified in the Order or Delivery request are binding and demand goods in compliance with the "DDP" requirements. The Purchaser reserves the right to refuse any supply made after the date of delivery. In case of special circumstances that make it impossible to adhere to delivery dates, the Vendor is responsible to inform the same to the Purchaser, in writing, at the earliest and the Purchaser reserves the right to cancel the Order and/or delivery request.

5.2. The penalties and costs that would be borne by the Purchaser or those charged to him by his customers for the reasons of delay in or default of delivery or any other causes for which the Vendor is responsible, shall be immediately and entirely transferred to the defaulting Vendor without prejudice to possible actions laid by the law.

## **6. DELIVERIES – RISK TRANSFER**

6.1. Unless otherwise specified, the deliveries should be made to the warehouse(s) of the Purchaser specified in the Order, as per the DDP incoterm. The Vendor agrees to reimburse to the Purchaser any amount that would be claimed on account of transport. Drawings, manuals and/or any information required for using the goods should be provided to the Purchaser by the Vendor, at the latest at the time of delivery.

6.2. Every parcel should have the GALIA label bearing the address and name of the factory indicated in the Order. If the GALIA norm is not followed by the Vendor, he/she should immediately inform the same to the Purchaser. Every dispatch should be sent along with a delivery note containing the information given on the present Order (date, order number, quantity and type of goods, packing details, etc). One delivery note should be issued for each corresponding reference.

## **7. OBLIGATION OF INFORMATION**

In case of insufficient precision about the specific conditions of the Order, the Vendor is expected to ask for additional information to the Purchaser. Failing which, the Vendor is considered to have received the communication of all the information necessary for executing the Order. The Vendor, as a professional is obligated to advice and should, on this account, inform the Purchaser, at the latest at the time of delivery, the precautions to be taken while using the Goods.

## **8. SAFETY STOCK**

In case of an open order, the Vendor should, at his/her expense, permanently maintain and renew a quantity of stock equivalent to five working days for delivery. The Purchaser reserves the possibility to carry out periodic verifications of this safety stock.

## **9. INSPECTION OF DISPATCHES**

Before every dispatch, the Vendor should ensure that the goods being dispatched are in compliance with the specifications described or referred to in the Order.

## **10. COMPLIANCE OF GOODS**

10.1. The signature of the Purchaser on the delivery documents does not imply the acceptance of the goods and the Purchaser reserves the right to withhold this acceptance till their use after the date of delivery in case of obvious defects or from the time of disclosure in case of hidden defects.

10.2. When the Purchaser raises questions on the supplied goods and/or services, the Vendor agrees to take remedial measures at his/her expense as per the Purchaser's decision, either of replacing or repairing the products concerned within shortest

possible lead time, or reimbursing the Purchaser in compensation for the defective goods supplied by the Vendor, which however does not exempt the Vendor from his/her responsibility towards the defects found. This does not exclude the disturbance costs.

## **11. TRANSFER OF PROPERTY**

The Purchaser becomes the owner of the goods ordered right from the time of their serialisation in the premises of the Vendor who agrees to give preference to the property right of the Purchaser under any circumstances. The Vendor agrees firmly and definitively to separate the goods owned by the Purchaser using the determined methods with boards, posters or in any other way that makes the ownership of the Purchaser evident. Any clause that defers the transfer of property of the material subject of an order to the Purchaser is ineffective against the Purchaser.

## **12. PRICE**

The prices mentioned in the Order are firm and correspond to the conditions specified in paragraph 5.

## **13. INVOICING**

The Vendor should invoice each Goods or service on the delivery date. The Vendor shall invoice only the products actually delivered and/or the services actually provided at the price specified in the Order. The invoices must indicate the Order date and number of the Purchaser, delivery order number, description, quantity and price of each article or service invoiced as well as the intra-community number. There shall be only one invoice per delivery note. The Purchaser shall not be responsible for any delay in processing which results from the non-conformity of invoice.

## **14. PAYMENT**

14.1. Payments are made by the Purchaser, subject to the compliance of Goods or services as per the modalities specified on the Order, by cheque, bill of exchange or transfer.

14.2. The Vendor agrees to inform to the Purchaser beforehand about any transfer of debt to the Purchaser by Bordereau Dailly, Factor, or any other mode of transfer in compliance with the provisions of Article 1690 of the French Civil Code.

14.3. The Purchaser and the Vendor, in compliance with the provisions of the French Civil Code in its Articles 1289 and the following, bound by the present general purchasing conditions and having a consistent commercial relation, agree, in order to simplify their respective accounts and their commercial relations, to settle compensation for liquid and payable claims. In addition, in case related claims exist, the exception of compensation can be granted to any request for payment from the assignee for the said claim, even if the transfer falls before the payment due date.

## **15. INDUSTRIAL PROPERTY**

15.1. The Vendor guarantees his/her ownership of all the industrial property rights pertaining to the Goods and guarantees the Purchaser against any recourse in this regard by third parties, including the legal fees and legal consulting costs.

15.2. In the case of recourse based on such claims, the Vendor must take the place of the Purchaser and take the responsibility of defence on our behalf, and secure us against all damage that would result from any action of infringement or unfair competition.

15.3. In the case of recourses against the Purchaser, the Purchaser can rightfully terminate the current contracts by simply issuing a Registered Letter with Acknowledgement Receipt, subject to our rights and actions against the Vendor.

## **16. SUB-CONTRACTING**

The Vendor cannot, without a prior written authorisation of the Purchaser, entrust to a third party, especially as a sub-contract, the completion of Orders whose subject includes the provision of services or supply of specific Goods (produced as per the specifications provided by the Purchaser).

In all circumstances, the Vendor is solely responsible for the completion of the Order. The Purchaser is in no manner bound for the same by the relations established by the Vendor with any third party.

## **17. GUARANTEE**

17.1. If the Vendor proves to be incapable of undertaking the correct completion of the Order, the Purchaser reserves the right to have the necessary works completed at the cost of the Vendor without detriment to the application of the termination clause, following the prior information of the Vendor.

17.2. However, the Vendor should have entered into an insurance contract, with regard to the nature of his/her activity, covering his/her professional third party liability. He/she agrees to furnish on first demand the proofs of such contract and payment of its premium.

## **18. CONFIDENTIALITY AND PROPERTY OF THE PURCHASER**

18.1. The Vendor agrees to conserve the confidentiality of orders. Any information given by the Purchaser to the Vendor, either by way of Orders, plans, specifications, requirements or tools, or through any other document or medium is strictly confidential and remains the exclusive property of the Purchaser, and this remains valid even in case of improvements made to these elements by the Vendor. The Vendor shall refrain from communicating this information to third parties and agrees to use it only for completing the Order. The Vendor agrees to take all measures necessary to ensure a strict adherence to this obligation by his/her personnel as well as, if need be, by his/her sub-contractors. This clause shall remain applicable five years after the termination of this contract, irrespective of the cause of such termination.

18.2. When required by the relation between the Purchaser and the Vendor, a confidentiality agreement shall be signed between the parties. This agreement shall prevail over the present article.

## **19. RESPONSIBILITY**

The Vendor shall defend and indemnify the Purchaser for all damages and interests, charges, grievances, losses, costs and actions and third party payments (including consultation, adjustment expenses as well as legal fees) that would result from damages of any nature caused by non-adherence, chargeable to the Vendor of a contractual provision, or even defective or non compliant products of the Vendor.

## **20. GENERAL CONDITIONS**

20.1. Possible invalidation of any of the stipulations of the present General Purchasing Conditions shall not lead to the annulment of these conditions as a whole. In case of an annulment, the parties shall endeavour, in all circumstances, to renegotiate in good faith an economically equivalent clause. The fact for one of the parties of not exercising, at any point of time, a prerogative bestowed upon him/her by the present general purchasing conditions cannot in any case be interpreted as an express or tacit renunciation by this party of his/her right to exercise the said prerogative in the future.

20.2. The Parties acting as data controller for their respective activities undertake to comply with all the requirements of laws and regulations related to personal data, in particular Regulation (EU) 2016/679 (the "General Data Protection Regulation") and the French Data Protection Act of 6 January 1978 in its new version.

In this context, Akwel, as a data controller, shall store, process and use personal data of the Supplier or personal data relating to their representatives (for instance: name, contact details etc.) for the purposes of the contract such as orders management. This data processing is based on the agreement between the Parties.

Personal data collected by Akwel may be communicated or made accessible internally especially to the commercial, technical and administrative departments and, upon formal request, to the competent judicial and administrative authorities. These data will also be accessible to service providers/external data processors entered into an agreement with Akwel, such as IT service providers. These service providers/processors shall act on the instructions of Akwel and are obliged to implement appropriate protection measures to avoid any personal data breach.

The supplier's personal data may be transferred to countries outside the European Union

Personal data will be stored for the duration of the contractual relationship with the Supplier, increased with the applicable limitation rules.

In accordance with applicable rules on the protection of personal data, the Supplier and its representatives have the following rights:

- The right of access, updating, rectification of personal data and the right to data portability ;
- The right to limit the processing, delete personal data and the right to object to the data processing;
- The right to transmit instructions to Akwel in order to provide for the use of personal data (retention, deletion, communication to a third party, etc.) in the event of death.

These rights can be exercised by sending to Akwel an email at the following address: 975, Route des Burgondes 01410 Champfromier – France , attaching a copy of the ID of the person involved.

The Supplier and its representatives have also the right to file a claim before the competent national data protection authority (such as the CNIL) in case of violation of the rules on the protection of personal data, in particular Regulation (EU) 2016/679.

The Supplier shall give full information to its partners, representatives, employees and its potential agents concerning the rights they are entitled to under this provision.

## **21. CONCILIATION**

The parties shall endeavour to amicably resolve the differences related to the present General Purchasing Conditions and special conditions of the Order, before filing their dispute before a state judge. The duration of negotiations cannot exceed a period of one month starting from the date on which the dispute arises.

## **22. TERMINATION**

The Purchaser can terminate the Contract during any phase of the Contract by a registered letter with acknowledgement receipt by respecting a twelve month notice period.

## **23. APPLICABLE LAWS AND JURISDICTION**

Every contact shall be subject to the internal law of the country in which the head office of the Purchaser is located, except for the Vienna Convention of 11 April 1980 for the International Sale of Goods, for any provision imposing the application of this convention and any rule of conflict of laws. Any action or procedure of the vendor against the Purchaser shall be exclusively brought to a court within whose jurisdiction the head office of the Purchaser is located. The Purchaser reserves the right to approach any competent court of his/her choice.

**“Copy for supplier's agreement”:**

**Date:**

**Role and Name of the signatory:**

**Signature:**

**Corporate Seal:**