

# General Terms and Conditions of Purchase

## 1. SCOPE OF APPLICATION

The present general terms and conditions of purchase (hereinafter the "GTCP") define the conditions for the placement and performance of any order (hereinafter "Order") for the supply of goods (hereinafter "Good(s)") and/or the provision of services (hereinafter "Service(s)"), placed by POCHE, a French société par actions simplifiée (registered under no. 433 956 414 with the Nanterre Trade and Companies Registry), 44/46 Allées Léon Gambetta - 92110 CLICHY, or its direct or indirect French or foreign subsidiaries (hereinafter "POCHET") with the supplier or service provider (hereinafter "Supplier"), which hereby accepts.

## 2. ORDER

**2.1** The Order that governs the supply of Goods and/or Services by Supplier to POCHE is composed of the elements listed in descending order of priority:

- the order form (hereinafter "Order Form");
- the special terms and conditions stated in the Order, which supplement or modify the GTCP;
- the present GTCP;
- the technical specifications;
- the Supplier's offer.

Any and all supply of Goods and/or provision of Services must be set forth in an Order Form: the Order Form can be firm (specifying inter alia firm quantities and delivery dates) or open (stating inter alia provisional and non-firm quantities and delivery dates). Forecast delivery schedules or delivery programs shall set the specific conditions of the open Order Form.

**2.2** The Order shall become firm and final upon receipt by POCHE of the acknowledgment of receipt attached to the Order Form duly approved, without reservations or modifications, signed by Supplier. All Orders must give rise to an acknowledgment of receipt or to refusal within two (2) business days following receipt by Supplier. Otherwise, the Order shall be deemed accepted. In case of modification of the Order Form by Supplier, all modifications must be expressly accepted by POCHE, otherwise the Order will not be accepted.

POCHE shall not be bound by any reservation that it has not expressly accepted in writing. Any start of performance by Supplier shall constitute its acceptance of the Order without reservations.

**2.3** Supplier shall accept any and all modifications that POCHE may legitimately require as concerns the subject matter of the Order such as the agreed delivery dates and quantities. The price may be adjusted to take account of the modification on the basis of the rates and prices stated in the Order or, if these are not applicable, on the basis of what is fair and reasonable. No modification of the Order shall be binding upon the parties unless it has been formalized by an amendment to the Order.

## 3. PERFORMANCE COMPLIANCE - DELIVERY

**3.1** Supplier shall be responsible for providing all the necessary resources for the performance of its obligations under the Order, and particularly all materials and tools. Supplier shall allocate qualified personnel in sufficient number for the performance of the Order within the contractual deadline. Supplier shall be responsible for its personnel at all times and in all locations, on any grounds whatsoever, as all members of Supplier's personnel are considered as its agents under its administrative and hierarchical control. Supplier represents that it has sufficient technical skills, and financial and human resources and that it has the necessary authorizations, certifications, rights,

insurance policies and approvals to ensure the quality performance of the Order without any risk of interruption in accordance with the Order and with industry standards.

**3.2** POCHET reserves the right to follow and verify the due completion of the Order on Supplier's premises or on those of its subcontractors, if any, through its own agents or other agents that it has authorized.

**3.3** In all circumstances, Supplier shall use packaging that is suited to the nature of the Goods and guaranteeing the integrity thereof until there are delivered.

**3.4** Supplier shall be required to deliver the Goods and/or perform the Services in accordance with the Order and with the applicable standards and regulations. They shall be suited to the use for which they are intended. If Supplier is not certain that the Goods and/or the results of the Services will comply with the Order, it shall inform POCHET immediately thereof in writing, providing all the indications required concerning the risks of non-compliance and the measures that Supplier intends to take in order to remedy the situation. POCHET shall notify its acceptance or rejection of the Suppliers proposals as soon as possible and in writing. Supplier undertakes only to supply Goods and/or Services that meet all the conditions imposed by the laws and regulations of the country where they are manufactured and those of the country of delivery. In case of incompatibility with the Order, it shall inform POCHET immediately thereof.

Supplier undertakes to comply with the deadlines set in the Order. Such deadlines shall be imperative and final and constitute a material condition of the Order. In this respect, Supplier undertakes an obligation of performance.

**3.5** Deliveries to the locations mentioned in the Order shall be understood as "Delivered Duty Paid" ("DDP" according to INCOTERM 2010), all costs to be borne by Supplier. All deliveries shall give rise to the issuance of a delivery slip in duplicate, to be signed jointly by POCHET and Supplier, on the place of delivery. It shall imperatively mention the number and/or references of the Order, the identification, nature and quantity of the Goods and/or Services, the name of the transporter. If the case arises, it shall be completed by a transport slip mentioning the weight and number of parcels delivered. A distinct delivery slip shall be issued for each Order number, and POCHET shall also issue distinct return slips.

The sole purpose of the signing of a delivery slip is to acknowledge the effective delivery and the apparent good condition of the Goods and/or Services, but it shall not in any way be deemed as an acceptance of the compliance of the Goods and/or Services. In case of dispute, it shall be up to the Supplier to evidence that the delivery was actually performed under the conditions of the Order.

**3.6** Supplier undertakes to inform POCHET immediately and in writing (i) of any element likely to affect the due performance of its obligations and/or to give rise to early or late deliveries and/or order completions, and (ii) of the corrective action plan it is implementing to meet the initial deadline.

#### **4. MATERIALS PROVIDED**

**4.1** POCHET may provide Supplier with any and all materials such as equipment, tools, models, molds, accessories or others (hereinafter the "Materials"), for the performance of the Order(s), and they shall be under the exclusive care and custody of Supplier who shall clearly mark them and record them as POCHET's property.

**4.2** Supplier shall take out appropriate insurance against any damage that they might suffer.

**4.3** Supplier shall use the Materials only for the purposes of the performance of the Order(s), and shall refrain from using them for any other purpose. Supplier shall keep the Materials in good working order, except normal wear and tear, and it shall bear the risks relating thereto throughout the period during which they are made available.

**4.4** Supplier shall repair at its own expense any and all damage or deterioration that such Materials may suffer due to improper use or negligence by Supplier. Without prejudice to POCHET's other rights, Supplier shall return to it such Materials upon first request and at the latest at the end of the performance of an Order.

## 5. INSPECTIONS TESTS

**5.1** POCHET and/or any person authorized by POCHET may, at any time, carry out all inspections and/or tests that it deems necessary on the premises on which the Goods and/or Services are to be performed, during normal working hours, in order to verify the due performance by Supplier of its contractual obligations.

**5.2** Supplier shall promptly remedy any and all defects that may be detected during POCHET's inspections, in the Goods and/or Services themselves or in their implementation.

**5.3** The inspections and tests performed shall not release Supplier from its liability and shall not be considered as an acceptance by POCHET of the Goods and/or Services at issue.

## 6. ACCEPTANCE AND RECEIPT

**6.1** Any Good delivered or Service performed shall only be considered accepted after POCHET's qualitative and quantitative verification of its compliance with the Order.

**6.2** The Order may provide that the Goods and/or Services shall be subject to testing after delivery, for the purpose of their acceptance. In such a case, the acceptance of the Goods and/or Services shall only be considered final when the tests have demonstrated that the Goods and/or the results of the Services comply with the Order. An acceptance report shall be signed to this end by POCHET and Supplier, if the latter is present at its sole expense.

In the event of minor non-compliance, POCHET may pronounce the acceptance of the Goods and/or Services with reservations, and Supplier undertakes to remedy any non-compliance revealed in the report within the deadline that is stipulated therein. In such a case, POCHET may withhold all or part of the payment due upon acceptance until it has been established by both parties that the Goods and/or Services in question have been made compliant.

In the event of major non-compliance, POCHET reserves the right to refuse acceptance and shall be entitled to apply article 6.4 of the GTCP hereinafter.

**6.3** The acceptance of the Goods and Services may not in any way be deemed a waiver by POCHET of its rights, such as the benefit of legal and contractual guarantees or other undertakings of Supplier under the Order.

**6.4** In case of non-compliance of the Goods and/or Services or in case of a major reservation affecting them, POCHET reserves the right (i) to refuse them, (ii) to return them to Supplier at its own risk and expense, (iii) to repair them or have them repaired by any third party of its choosing, at Supplier's own risk and expense, (iv) to replace them or have them replaced by Supplier or any other supplier chosen by POCHET at Supplier's own risk and expense, (v) to keep them in return for a price reduction, or (vi) to cancel the Order within ten (10) business days from the notice of refusal of the delivery, without prejudice to the potential application of contractual penalties.

**6.5** If the Order is not performed in accordance with the contractual provisions, POCHET reserves the right to replace Supplier with any third party at the sole expense and risk of the non-performing Supplier, without prejudice to all POCHET's other rights or remedies.

**6.6** Supplier shall indemnify POCHET for all cost overruns in connection with the non-performance or partial performance of its compliant delivery obligation.

## 7. TRANSFER OF TITLE AND RISKS

The ownership of the Goods and/or results of the Services shall be transferred to POCHET as soon as they are individualised and at the latest on delivery.

The risks shall be transferred upon the date of acceptance without reservations of the Goods and/or results of the Services and, if the case arises, shall be evidenced by the execution of an acceptance report without reservations.

## 8. PRICES, INVOICING AND PAYMENT

**8.1 Prices** The prices indicated in the Order shall be firm and final. Such prices shall be understood as DDP (Incoterm 2010). The prices indicated in the Order shall be understood as including all expenses, duties, taxes and charges, except Value Added Tax.

**8.2 Invoicing** Invoices shall be issued in duplicate upon delivery of the Good and/or completion of the Service without reservations expressed by POCHE T under the conditions provided in the Order. A copy shall be sent to the Accounts Payable Department at the address provided in the Order. Each order must state inter alia the applicable VAT rate, the number or reference of the Order, the contact details of the person issuing it, the designation of the Goods and/or Services, their respective quantities and prices, and include a copy of the delivery slip and/or acceptance report signed by POCHE T without reservations. No down payment shall be paid upon the placement of an Order. Invoices that do not comply with the provisions above shall be considered as null and void by POCHE T and shall not give rise to any payment.

In case of return of non-compliant Goods and/or Services, Supplier shall send POCHE T a credit note as well as a new invoice for the Goods and/or Services replaced.

**8.3 Payment** Payment of the sums due to the Supplier will be made in Euros. Invoices shall be paid by POCHE T, by bank transfer, thirty (30) days end of month on the fifteenth (15<sup>th</sup>) following the date of issue of the invoice, subject to compliance or proper execution of the Order, and after deduction of any deposits paid. POCHE T reserves the right to withhold all or part of the payment of the price corresponding to the obligations that have not been fully performed.

POCHE T may at any time offset amounts due to Supplier for the performance of its obligations manufactured against any amount to be borne by Supplier under the Order.

## 9. LATE PENALTIES

Supplier acknowledges that it was chosen by POCHE T in express consideration of its undertakings and of its capacity in terms of compliance with the deadlines and technical specifications. In case of delay, without any need for prior notice, POCHE T shall automatically apply, from the first day following the scheduled date of delivery or performance, a penalty calculated as one half (0.5)% of the amount excluding VAT of the Order per calendar day of delay, limited to fifteen percent (15%) of the total price of the Order excluding VAT. Such penalties shall not constitute compensation for the harm that may have been suffered by POCHE T and shall apply without prejudice to all POCHE T's other rights and remedies under the Order.

## 10. LIABILITY AND INSURANCE

**10.1** All the Supplier's undertakings under the Order constitute an obligation of performance. Supplier shall indemnify POCHE T and hold it harmless, both during and after the performance of the Order, against any direct or indirect damage or loss suffered as a result of any non-performance, partial performance or inadequate performance of the Order for any reason for which it is liable, as well as in case of death or injury of persons caused by Supplier. The Supplier's liability shall include that of its subcontractors, employees and agents. The above-mentioned indemnification shall extend, if the case arises, to the resulting costs and sentences in case of trial.

**10.2** Supplier certifies that it has taken out a professional civil liability insurance policy with an insurance company that is known to be solvent, guaranteeing the financial consequences that it may incur under its contractual obligations. Taking out such insurance policies shall not constitute a limitation of Supplier's liability. Supplier shall provide an insurance certificate upon POCHE T's first request.

Supplier undertakes to keep its insurance policies in force as long as it is under any obligations under the terms of the Order. POCHE T shall be notified without delay of any change during the performance period in respect of the extent of the warranties and/or the capital covered, and a new certificate shall be obtained and sent to POCHE T.

## 11. GUARANTEES

**11.1** Supplier guarantees POCHE, for at least two (2) years following acceptance thereof, the compliance of the Goods delivered or the Services performed and their documentation with the Order and with industry standards, and that they are free from all defects and flaws.

**11.2** In this respect, Supplier is required (i) at its own expense and risks and as soon as possible, to replace, repair or modify the Goods and/or Services and/or to correct the defects or failures in to comply with the characteristics, performances and/or results guaranteed by Supplier hereunder, (ii) to repair the consequences caused by the defects in the Goods and/or Services for POCHE and/or its clients or other third parties involved.

**11.3** Any replacement, repair, modification and/or correction made during the guarantee period shall give rise to a new acceptance by POCHE in accordance with the GTCP. Supplier shall grant a prior new guarantee period that is identical to that of the Goods and/or Services at issue from their new date of acceptance.

**11.4** Supplier undertakes to provide replacement parts and/or services during at least ten (10) years from the end of the contractual guarantee for the Goods and/or Services ordered. Should Supplier fail in the performance of its guarantee obligation, POCHE may remedy the failure itself and/or ask third party of its choice to remedy the failure, at Supplier's expense and risk, after a formal notification sent by registered mail has remained unavailing during seven (7) calendar days, without prejudice to the application of the termination clause.

## 12. INTELLECTUAL AND INDUSTRIAL PROPERTY

**12.1** All intellectual property rights relating to results developed and/or obtained as part of the performance of the Order (hereinafter the "Results"), regardless of the nature of such Results, as well as all documentation associated therewith, shall be POCHE's exclusive property as soon as they are obtained or created by Supplier.

More specifically, with respect to the copyright associated with the Results, Supplier hereby assigns to POCHE on an exclusive basis, free of charge, for the legal term thereof and for all countries, all right of exploitation, exhibition and reproduction, right of identification and marking by any means, rights of adaptation, arrangement, modification, correction, adaptation, evolution, improvement, addition or creation of derivative works, rights of translation, publication, commercialization and, in general, all industrial property rights for all purposes and for all direct or indirect uses.

POCHE shall be solely entitled to decide whether or not to protect the Results, in whole or in part, its own name or in that of a company belonging to its group, without any consideration or to compensation of any nature whatsoever being due to Supplier above the price set forth in the Order for the Goods and/or Services in question.

POCHE may freely transfer all or part of such rights to third parties.

**12.2** Supplier shall hold POCHE harmless against any and all claims, legal actions, administrative proceedings initiated by a third party, in particular for prohibition from sale, infringement of any intellectual property right, seizure and damages in connection with the Goods and/or Services. In the above-mentioned cases, POCHE shall inform Supplier, which will conduct the proceedings reply to the claim at its own expense. At Supplier's request and expense, POCHE shall provide the necessary reasonable assistance. Supplier shall take charge of all sentences, damages or costs resulting from such proceedings.

If the Goods and/or Services are considered to infringe or breach any right belonging to a party, Supplier shall, at POCHE's election, (i) either replace or modify them to remove the infringing element, it being specified that such modification or replacement shall not affect the intended purpose, value, use or performances of the Goods and/or Services (ii) or obtain the right for POCHE to use such right.

**12.3** The plans, drawings and other documents, as well as the models entrusted by POCHE to Supplier for the performance of the Order shall remain POCHE's property.

### **13. CONFIDENTIALITY**

**13.1** Any and all information that POCHET provides to Supplier, including without limitation all technical, industrial, commercial or financial information, regardless of the mode of communication (oral, written, visual or otherwise) and its now known or hereinafter devised medium, including in particular the drawings, diagrams, descriptions, specifications, reports, software and related documentation, samples, prototypes, etc. shall be confidential (hereinafter the "Information").

**13.2** Supplier undertakes, on a personal basis and for the people under its responsibility (in particular its employees and subcontractors), not to reveal to anyone nor use for purposes other than the performance of its obligations under the Order the Information of which it may become aware in the context of the performance of the Order, during five (5) years after acceptance of the Goods and/or Services.

**13.3** The Information may only be used in the context of the Order. Supplier shall take all measures to ensure that none of the Information is provided or disclosed to a third party.

**13.4** Upon the end of the Order, Supplier shall return the Information to POCHET, and shall not keep any copy thereof, except with POCHET's express consent.

**13.5** Supplier shall not mention its commercial relations with POCHET in direct or indirect advertisements and/or communications without its written consent.

### **14. TERMINATION**

**14.1** In case of Supplier's breach of any of its contractual obligations, POCHET reserves the right to terminate said Order without further legal formalities for default of Supplier, without prejudice to the damages it may claim:

- without prior notice in case of late delivery of the Goods and/or Services, breach of the confidentiality obligations, of the obligations resulting from the intellectual property clause, of its environmental and social undertakings, of its non-compete obligation,
- if prior notice has remained unavailing during eight (8) days following the first presentation, in all other cases.

**14.2** POCHET may pronounce the termination of the Order for convenience subject to one (1) month's notice sent to Supplier by registered mail with return receipt. In such a case, POCHET undertakes to indemnify Supplier for the direct, reasonable and justified costs legitimately incurred in the performance of the Order, provided it has complied with its contractual obligations, in an amount limited to the amount of the Order.

### **15. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

**15.1** Supplier shall perform the Order in accordance with the applicable rules in force, in particular in terms of social protection, the environment, fire and principles relating to sustainable development.

**15.2** Supplier shall make sure that the Goods and/or Services are designed, developed and comply with good manufacturing practices and standards, as required for the placement on the global market of Goods and/or Services, as well as with all applicable laws and regulations (such as health, safety and environmental regulations), particularly with European regulations such as the REACH 1907/2006/EC, RoHs 2002/95/EC, Packaging 94/62/EC regulations, and to carry out, at its own expense, all the required formalities and obligations, and to ensure that its suppliers and subcontractors also comply therewith. POCHET reserves the right to verify by all means the measures taken by Supplier to comply with the above-stated undertakings.

Supplier shall send POCHET's a declaration of use of any substance requiring declaration to the authorities, to POCHET's clients or to the recycling companies.

**15.3** Supplier represents that it satisfies all its legal and social obligations, in particular concerning the employment of personnel. As a consequence, Supplier guarantees that, throughout the duration of the Order, its situation and that of its personnel shall be in order vis-à-vis the tax administration, social protection organizations and vis-à-vis the applicable labor laws and regulations. Upon POCHET's

request, Supplier shall send, every six (6) months, all the documents required by law (i.e., certificate of filing of the social declarations, K-bis or registration certificate, sworn affidavit certifying the lawful employment of its employees).

Supplier undertakes, both on its own behalf and on that of its suppliers, subcontractors and partners in general, to comply with all the laws and regulations in force, including the fundamental ILO Conventions, and in particular not to hire people under the age of 16, not to use forced, concealed, hazardous or prison labor (except prisoners who are free to choose to work and to be paid a market-level salary), to observe the principle of freedom of association and to prohibit all forms of discrimination.

**15.4** Supplier undertakes to authorize POCHE T to perform all audits, including environmental audits, on its premises or on those of its own suppliers, and to take all measures advocated by POCHE T as a result of such audits without this releasing it from its obligations and liabilities.

**15.5** Supplier undertakes to comply strictly with such obligations and to ensure its own also comply with them.

**15.6** Supplier who directly imports conflict minerals commits to carry out audits and report on their due diligence annually, in accordance with the European Union's Conflicts Minerals Regulation.

## **16. FORCE MAJEURE**

Any event of force majeure presenting the characteristics defined by the case law of the French Supreme Court and affecting the termination of a contractual obligation of either party shall suspend the performance of the Order. The Party affected by the event of force majeure shall be exempted from any associated liability.

The party suffering an event of force majeure shall inform the other party thereof in writing within five (5) business days following the occurrence of the force majeure event, and shall take the appropriate measures to overcome or limit the consequences of the event. If the event lasts more than one (1) month, the relevant Order may be terminated by the most diligent Party.

## **17. SUBCONTRACTING/ASSIGNMENT**

**17.1** The Order may not be subcontracted to a third party, not even partially, without POCHE T's written consent, and Supplier shall remain responsible with respect to POCHE T for the due performance of the Order.

**17.2** The rights and obligations relating to any Order may not be assigned, in whole or in part, without POCHE T's prior written consent. POCHE T shall not be bound by any assignment to which it has not given prior consent, and it may automatically terminate the Order and request compensation in this respect. In any event, Supplier shall remain jointly and severally liable for its assignee.

## **18. NO WAIVER**

No tolerance or lack of action on the part of POCHE T may be deemed a waiver of its rights under the GTCP and/or the Order.

## **19. APPLICABLE LAW AND JURISDICTION**

The present order is governed by French law to the exclusion of any international convention.

In the event of a dispute relating to the interpretation or execution of this order, the parties undertake to do everything possible to reach an amicable agreement with the support of the POCHE T internal mediator. The contact e-mail address is [mediateur-entreprises@groupe-pochet.fr](mailto:mediateur-entreprises@groupe-pochet.fr).

The mediator will contact the parties concerned within ten (10) days of the referral to the mediator. In the absence of an amicable agreement within 30 (thirty) days of the mediator contacting the parties, the parties may submit the dispute to a judge. The competent court shall be that of the jurisdiction of the Paris Court of Appeal, notwithstanding multiple defendants or third-party claims, even for emergency or protective proceedings, in summary proceedings or by petition.

It is hereby specified that POCHE T has appointed the Small and Medium-sized Enterprises ("SME") Correspondent responsible for implementing and ensuring compliance with POCHE T's purchasing policy with regard to SMEs. For any questions relating to relations between POCHE T and SMEs, SUPPLIER's requests should be addressed to the SME Correspondent at the following e-mail address: [correspondant-PME@groupe-pochet.fr](mailto:correspondant-PME@groupe-pochet.fr).

## **20. INTERVENTION ON POCHE T'S SITE**

If the performance of the Order leads Supplier or its subcontractors to perform their activities on POCHE T's site, Supplier undertakes to comply and to ensure that its personnel and subcontractors also comply with all laws and regulations and with POCHE T's internal rules, particularly concerning the access to the site and the health and safety of the persons and facilities, and Supplier in acknowledges that it is informed of such laws, regulations and rules. POCHE T reserves the right to demand the immediate departure of any person who does not comply with such guidelines.

Supplier shall immediately inform POCHE T of any event that may affect the performance of the Order, particularly in security matters.

## **21. NON-COMPETE**

Supplier undertakes that, in the context of its work for POCHE T, it shall not approach its clients or enter into any agreement to provide them with any kind of services that compete with those offered by POCHE T, during a period of five years from the acceptance of the Goods and/or Services, under the prohibition from unfair competition. Any failure to observe the provisions of the present clause may bring about the automatic and immediate termination of pending Orders, without prejudice to POCHE T's other rights or remedies. Any breach by Supplier of the present undertaking third not to approach POCHE T's clients shall give rise to the payment by Supplier to POCHE T of a lump-sum compensation of ten thousand euros (€10,000) per client approached or contract entered into, without prejudice to the indemnities that POCHE T could claim in tort before the courts, particularly based on unfair competition.

## **22. RESPONSIBLE PURCHASING CHARTER**

The Supplier, having read the Responsible Purchasing Charter of POCHE T, undertakes to comply with it and to promote the principles of the said Charter by carrying out actions in this respect. The Supplier shall regularly report to POCHE T the actions carried out in accordance with the said Charter.

## **23. PROTECTION OF PERSONAL DATA**

Each of the Parties undertakes to comply with the provisions of the European General Data Protection Regulation regarding personal data (GDPR No. 2016/679), to make all declarations and obtain consents and authorizations necessary for the collection and processing of personal data, and to respect and enforce by its agents the confidentiality and the security of the personal data which could be collected and treated by them during the execution of the Order.



