

## GENERAL TERMS and CONDITIONS of PURCHASE (GTCP)

1. **Acceptance.** Any order accepted, or already in execution, is subject to the following general terms and conditions, which take precedence over any clauses not accepted by us (and in particular the supplier's general terms and conditions of sale), absent any special waivers accepted in writing.

2. **Definition of Product.** The product and potential services linked to it will be detailed in the order and in particular in the technical documents of the order. Should any minor limitations in the capability of the supplier affect the product, the supplier shall note them and take the necessary corrective actions, after having informed EXPERBUY Except for the foregoing modifications of details, the supplier is not allowed to make any substantial modifications to the product without our prior agreement. In general the product has to be delivered and made with care in accordance with the order, the rules of the art and professional usage.

3. **Price.** Absent anything to the contrary accepted in writing, the prices are firm and fixed and are DDP (Delivered Duty Paid).

4. **Acceptance of Delivery.** The supplier will accept with acknowledgment of receipt within a maximum of 48 hours by notifying its acceptance in writing. If the acceptance of delivery of the order and the supplier acceptance are not sent to us within the period of time stated above, the order will be considered as accepted.

5. **Intellectual and Industrial Property.** The supplier will indemnify and hold us harmless against any claim or action from any holder of licensed or any intellectual and industrial property rights during the completion of the order. The supplier must imperatively reimburse any damages or interest incurred by us, as well as all expenses of all kinds at our charge arising therefrom. Furthermore EXPERBUY reserves the right to claim from the supplier damages and interest due to the prejudices undergone.

6. **Right of access.** Our personnel as well as, when necessary, the personnel of quality certification entities and/or the representatives of our final customer have, in any circumstances, free access to the supplier and its subcontractors' workshops, as well as to the site where the product is executed.

7. **Deadlines.** The delivery time for executing the product, mentioned in the order and accepted by the supplier, are firm and imperative. Except for the case of a valid exemption (force majeure) the supplier has to strictly respect these deadlines. When not respected, the supplier is subject to the application of the conditions in article 18 hereafter.

8. **Payment.** Our payments are made by bank transfer 45 (forty five) days end of month after receipt of the product unless expressly agreed otherwise.

9. **Shipping – Handling.** The delivery and/or the shipping of the product will be made on the date and in the place fixed in the order and according to the means specified by incoterms 2010. In the absence of incoterm means expressly mentioned on the order, the transfer of property and risks relative to the goods take place on the date of receipt of the entire order. Generally speaking, when the operations of packing are performed by the supplier, this packaging must be in accord with current industry standards and ensure an adequate protection of the product. Our company reserves the right to return deliveries made more than 10 (ten) days in advance of the date planned on our order, or to accept the invoice from the delivery date planned, as well as to refuse over shipments not previously agreed to in advance. The supplier guarantees that at the time of delivery he shall have title to the goods and that he will deliver them free and clear of any security interests, liens, and encumbrances. The supplier promises to inform EXPERBUY immediately of any event likely to cause a delay in the delivery time established in the order. The supplier makes a commitment to implement, at its expense, any action that will maintain the delivery time established in the order. Shipment by express can be demanded at the expense of the supplier. The supplier cannot cite the payment or non-payment of an invoice to oppose claims of quality or quantity specified on our order.

10. **Cancellation of the Order.** The supplier acknowledges the particular situation according to which EXPERBUY places its order with the supplier in response to requests of products from its own customers. In case EXPERBUY is forced to accept from its own customer the cancellation of the order initially sent to EXPERBUY, such cancellation constitutes a case of force majeure with respect to the order between EXPERBUY and the supplier. In consequence the supplier accepts and grants to EXPERBUY the right to cancel its order and the delivery of product stated in this order, and the purchase contract between EXPERBUY and the supplier is null and void, with no compensation due to either party.

11. **Notes – Manuals.** When the execution of the order makes it mandatory for the supplier to create notes and manuals, these must be delivered at the same time as the delivery of the product.

12. **Quality Control Approval Certificates.** The supplier will supply any and all authorizations and certificates of approval to quality standards as well as approvals of products sold. The supplier makes a commitment to give all specifications of products. The supplier makes a commitment to respect the standards such as ROHS, REACH, and where applicable, military standards and specifications and CE markings. The supplier makes a commitment to send to EXPERBUY upon request, any document concerning the quality approval and authentication of the goods, including but not limited to a certificate of origin, certificate of conformity, material certificate, quality control, correspondence to standards, or customs clearance documentation. Furthermore any product delivered to EXPERBUY which is not in accordance with the order will be systematically returned, without requiring prior authorization of the supplier; this return will be made at the expense of the supplier

and the corresponding amount will be deducted from the invoice. No complaint and no compensation can be demanded by the supplier based on the simple fact of this return. The supplier makes a commitment to ensure the traceability of the products sold.

13. **Warranty.** For a period of 36 months from the date of delivery, the supplier must expressly guarantee parts and labor, the whole or part of the product concerned by a defect in its design or in its execution or in its assembly. The obligation of guarantee of the supplier is total and cannot be decreased, whatever the reason. The supplier will thus have to replace as soon as possible the whole or part of the product which turns out to be defective. The possible expenses of transportation and the possible expenses of guarantee of traveling in relation with a warranty matter are chargeable to the supplier. The supplier also grants a warranty of 36 months on the exchanges and repair work. The supplier commits to undertake all curative and/or preventive actions following a defect which is under its responsibility. Claims regarding the order are considered valid up to thirty days after the reception.

14. **Entrusted Property.** Any property provided to the supplier for the fulfillment of our order is Entrusted Property and is considered on loan to the supplier. The Entrusted Property shall remain our property, or that of our end customer or other party who entrusted it to us. The Entrusted Property should be identified as such and stored to avoid confusion with the goods of the supplier or third parties. Any modification or destruction of Entrusted Property shall be subject to our prior written consent. The supplier agrees to return the Entrusted Property compliant and in good condition upon our first request.

The supplier shall ensure the monitoring of Entrusted Property and take all adequate safeguards against theft or damage of any kind whatsoever. In case of direct or indirect infringement by any person with Entrusted Property, the supplier shall immediately notify us in writing, take all measures to defend the rights of the owner of Entrusted Property and terminate such infringement. In the event that the supplier has a lien under any applicable law or regulation, the supplier expressly waives the right of retention.

15. **Hidden defects.** Articles 1641 of the French Civil Code are at all times applicable during the normal lifetime of the goods

16. **Confidentiality/Property.** The documents, models or tools that are given to the supplier by EXPERBUY remain our property and must be returned upon request or at the latest upon completion of the order.

17. **Technical clauses.** All products supplied shall be accompanied by a certificate of conformity. All measurement equipment supplied shall be accompanied by a calibration sheet. Products subject to shelf life limitations shall be delivered with a minimum of 80% of usable life remaining.

18. **Cancellation.** If the supplier fails to respect any of the conditions of the order or of the General Purchasing Conditions, we reserve the right to cancel the order, following written notice to the supplier and absence of curative action by the supplier within 3 days of the notice. In this case we will immediately stop payment to the supplier for the canceled order in question. Furthermore we reserve the right to commence any action we consider necessary for the protection of our rights and the compensation for any resulting damages. The cancellation of the order will be automatic and by lawful right in the following cases: refusal or unjustified stoppage of execution of the order, or surpassing the maximum penalties for late delivery.

19. **Penalties.** Failure of the supplier to respect the deadlines for execution of the order or to deliver the product will result in the application of penalties calculated as follows: Following a grace period of 48 hours, penalties will accrue for each 24 hour period at a rate of 1% of the pre-tax price of the product. The penalties are cumulative but are expressly limited to 10% of the pre-tax price of the product. Beyond this 10% limit, the provisions of the foregoing Article 17 will apply. On no account can penalties be considered as damages.

20. **Liability – Insurance.** The supplier is liable for any damages caused to the delivered product. The liability of the supplier is expressly extended to damages possibly caused to a third party because of execution of the order. In no case can we be held liable for any direct or indirect damage resulting from the order or its execution. The supplier makes a commitment to indemnify and hold us harmless against any complaint or action in damages arising from the order or its execution. The supplier is responsible for taking out any insurance policy necessary for covering the order and in particular for the risks of the product supplied. In case of total or partial loss of the product while in the hands of the supplier, we reserve the right either to cancel the order and to receive reimbursement for any amounts previously paid, or to allow the supplier to finish the order at its own expense and risk. EXPERBUY retains in their entirety its rights of recourses with respect to the supplier.

21. **Governing law/Settlement of disputes- Determination of Jurisdiction.** The applicable law is the French substantive law to the exclusion of any and all international conventions, and in particular to the Vienna Convention of April 11, 1980 concerning the international sale of goods. Any dispute that may arise during or after a purchase order or any claim concerning the present GTPC which could not be resolved amicably within a reasonable time, shall be referred to the court having jurisdiction over the site of the registered headquarters of that company in the EXPERBUY group concerned thereby.

22. **Other.** The supplier must ensure that it does not discriminate against its employees, partners, customers, stakeholders, members and/or any party with which it is in contact. The supplier commits to comply with all the provisions of the Labor Code, in particular those concerning work performed clandestinely or by undeclared workers.