

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1-General Terms of Purchase- Opposability

Except in case of a specific agreement with the seller, the purpose of these General Terms of Purchase is to define general provisions applicable to all orders for materials, equipment, products or services of any kind.

By express waiver to the Supplier's general terms of sale, notwithstanding any clause to the contrary contained in the general terms of sale or in any other document, these special contract conditions override the seller's right to invoke the retention-of-title clause stipulated in its general terms of sale.

Article 2- Orders

The order is deemed accepted and contractual upon reception by the buyer of the acknowledgment of receipt which must reach it within three calendar days subsequent to the order date. The buyer shall be entitled to cancel the order, without any penalty, if the acknowledgment of receipt has not reached it within this three-day period, by any means at the supplier's convenience.

As long as the seller has not confirmed the order, the buyer is entitled to modify it. The buyer must then be informed as expeditiously as possible of any change in price or schedule subsequent to the requested modifications.

The order accepted by the seller constitutes a firm and definitive undertaking by it and implies adherence to these General Terms of Purchase and special contract conditions unless they have been subject to written reservations formally accepted by the buyer.

Article 3 - Prices

Except in case of a specific agreement, the price of the order is always specified firm and definitive and includes packing costs as well as all other costs, risks or expenses related to filling the order. Any additional costs, of any kind whatsoever, must be subject to the buyer's prior written agreement clearly stated on the purchase order. Orders do not give rise to any systematic payment in advance (nor to payments on account or deposits) except in case of express stipulation in the order and the special contract conditions.

Any change in the supplier's price or terms of payment must be sent to the buyer by registered letter with acknowledgement of receipt at least three months prior to its effective date.

Failing which, the change of price or sales terms and conditions shall be applicable to the buyer only three months after it has learned of them.

Article 4- Conformity

The supplier guarantees that the delivered products, as well as the packaging and labeling, are fully conform with the buyer's order and are free of any defects.

In the event of non-conformity and within a period of one month as from reception of the products in question in its premises, the buyer has the choice of:

cancelling the order after having informed the supplier of this:

or obtaining, at the supplier's expense, the immediate replacement of non-conforming products with identical or better quality products under the same price terms and within a period of three days after reception of the claim, without prejudice to compensation which may be claimed by the buyer for any direct and indirect monetary consequences resulting from harm or damage of any kind caused to persons or property, as well as measures involving the recall of products for any reason whatsoever. Where applicable, non-conforming goods are returned to the supplier prepaid, accompanied by a "return note" stating their condition.

Article 5- Guarantee

For products which are to be used by the buyer, except in case of stipulations to the contrary by the parties, the seller guarantees the products for a period at least equal to twenty-four months as from delivery.

During this period, the seller undertakes to repair or exchange this product with respect to any imperfection, error, faulty work, patent or hidden defect, or faulty operation.

For products which are to be resold, the supplier undertakes, with regard to the buyer and with regard to any customer sub-buyer of a product, to repair or exchange this product as soon as an imperfection is noted, within a period of two years subsequent to resale of the product, unless this compensation method proves to be impossible or disproportionate. In that case, the Supplier undertakes to assume the financial consequences of the compensation method which is implemented.

The guarantee period runs as from the time that the sales invoice for the product is issued.

In all events, the supplier is held accountable and undertakes to assume all direct or indirect financial consequences resulting from harm or damage of any kind caused to persons and/or property, as well as measures involving recall, suspension, deposit, return with reimbursement of the customer, modification and/or destruction of products, whether these measures are ordered by public authorities (including the courts) or are voluntary, and whatever reason is invoked: in particular, the assumption of a hidden defect, non-conformity with regard to a standard, regulation or safety flaw.

Article 6- Normative and regulatory requirements

Goods which are ordered must fully satisfy the legal and statutory requirements in force, especially as regards:

-the quality, composition, presentation and labeling of goods:

-REACH and RoHS regulations:

The Sellers shall pass to the Purchaser all relevant information on safety, security and environment for the Goods and / or processing, handling and use. To this end, the Sellers shall notify to the Buyer on any specific constraints delivery location designated (configuration, activities, transportation, traffic and travel). This information may not, under any circumstances, limit the liability of the Sellers. In the event that the Sellers do not comply with requirements relating to the safety, health or the environment, the Buyer shall be entitled to terminate the Order's expense and risk of Sellers.

6.1. In the case of goods such as raw materials and consumables industry: to provide the Purchaser (considered Downstream as User) products whose components were Substances unless exempted by regulation, pre-recorded / registered.

In the event that a substance has not been pre-recorded / registered in accordance with REACH, Seller shall promptly notify that fact to Buyer and suspend delivery of the substance or preparation in which this substance is contained. The Purchaser may, at its option, then solve all or part of the Order, without prejudice to the damages payable by the Seller.

6.2. In the case of goods such as preparation or article: to be notified promptly to the Buyer if the Preparation / Article provided contains a substance included or proposed for inclusion in Annex XIV on substances subject to authorization of the REACH regulation.

6.3. to comply with Articles 31 and 33 of REACH by providing the buyer considered downstream user under REACH, a Safety Data Sheet (SDS), established in accordance with Annex 2 of the REACH regulation for each product supplied. The seller must provide the buyer a revised SDS, including numbers registration of substances within 10 days of its revision or update, and in the country language of the delivery.

The words in italics shall be construed as defined in Regulation (EC) No. 1907/2006 (REACH).

6.4 In particular, the obligations and rules outlined in paragraphs 6.1 and 6.3 include the application of Regulations (EC) No 1907/2006 (REACH) and Regulation (EC) No 1272/2008 (EU-GHS). In addition, the Sellers undertake:

6.5 Accordingly, the Sellers bear any adverse effects because of their action or inaction in terms of quality, safety, security and environment, both in relation to the Buyer and any third party, the Sellers recognizing their own responsibility in the event that the Purchaser exercises its right to terminate the Order in question.

-the ethical, social and environmental code of conduct of the 131AT Group and the FIAT Group's code of ethics.

In particular, the supplier undertakes to comply with the provisions of French law No. 2001-420 of 15 May 2001 pertaining to new economic regulations (called the "NRE" law) and its implementing French decree No. 2002-221 of 20 February 2002. If they are applicable to it, to transmit upon request to the buyer information relative to the consequences of the company's activity on the environment, supplied in accordance with the nature of this activity and its effects, especially:

- the consumption of resources;
- the steps taken to limit damage to the biological balance, natural environments and to protected species of plants and animals;
- the approaches for evaluating or certifying companies with regard to the environment;
- the steps taken, where applicable, to ensure conformity of the activity;
- the expenses incurred in order to avoid the consequences of the activity;
- the amount of provisions and guarantees for risks with regard to the environment;
- the amount of compensation paid during the financial year in enforcement of a court judgment with regard to environmental matters.

Subsequently, the supplier agrees that the buyer itself can conduct management audits, or have them carried out by a service provider appointed for this purpose, in order to verify compliance with the aforementioned standards.

Any violation of the above provisions makes the supplier liable to the immediate suspension of trade relations, without prior notice.

Article 7- Delivery

7-1- Packaging

Products must be properly and sufficiently packaged in suitable packing materials, and precautionary measures must be taken in order to protect them in all circumstances. Packages are to be clearly identified by reference to the buyer's corresponding purchase order.

The supplier shall be responsible for breakage, missing items and damage resulting from improper or inappropriate packaging, marking or labeling.

Materials which so require shall be cleared through customs at the seller's expense

7-2- Delivery periods

It is absolutely essential that the date set for delivery, which is stated on the purchase orders, be complied with.

Any event which is liable to influence the order shall immediately be brought to the buyer's attention. The seller must immediately notify this event to the buyer in writing, while indicating its probable duration and its consequences on delivery periods.

Any order delivered prior to the delivery date "at the earliest" may result in the return of the goods at the supplier's expense.

Similarly, any order not delivered within the anticipated period "at the latest" can be cancelled by the buyer which, if it so wishes, shall return the goods at the supplier's expense.

Nonetheless, in the event of postponement of the delivery deadline accepted by the buyer, the seller undertakes to pay the buyer compensation equal to 1% for each week's delay, calculated on the amount of non-delivered goods (purchase price, exclusive of tax). These sums are due without formal notice being necessary and shall be paid in the form of a credit note.

7-3 - Acceptance

Acceptance by the buyer occurs at the place of delivery specified in the order to verify conformity quality and quantity of the supplies with regard to the order.

The buyer shall be entitled to refuse non-conforming products and shall notify this refusal in writing.

The seller shall have to take back, at its own expense, the refused products within a maximum period of five business days as from notification of refusal. In the event of non-conformity pertaining to minor points, the buyer can carry out acceptance with reservations

Article 8- Transport

Transport is effected by any appropriate means chosen by the supplier. Transport costs, when they are assumed by the buyer, shall be reimbursed only against invoices, to the exclusion of any other method, particularly disbursement or reimbursement on bills of lading or receipts.

Unless otherwise specified on the order, products shall be transported at the seller's risks and expense.

Article 9- Transfer of ownership and transfer of risks

Unless agreed otherwise, transfer of ownership and risks takes place:

in the customer's storehouse or depot, certified by a discharge receipt, for purchases made "delivered free to destination on storehouse or depot platform"

Article 10 -intellectual property

The supplier guarantees that the goods delivered are not subject to any industrial or artistic ownership claim (patents, trademarks, drawings and designs), and that photographs of the products can be reproduced on any media, including the Internet, except in case of decision to the contrary stated in a registered letter with acknowledgement of receipt.

Article 11- invoices

Invoices which are to be sent to the customer's accounts department shall be sent in duplicate copies to the invoicing name and address, specified on the order, and must include all particulars referred to in Article L 441-3 of the French Commercial Code. Invoices must also include the order number as well as the transport method and destination of the goods.

For calculation of payment periods, the date to be taken into consideration is that of the actual reception of goods.

Except in case of special contract conditions in the order, invoices are payable by commercial bank transfers

The supplier expressly authorizes the banker to effect offsets between the sums due by the buyer or by any assignee of invoices, and those due by the Supplier, for any reason whatsoever.

Article 12- Insurance

The seller undertakes to take out, at its own expense, insurance policies which are necessary in order to cover the responsibilities which it incurs through performance of this contract, for all bodily injuries, and tangible and intangible losses. Upon request from the buyer, the seller shall transmit to the buyer the general and professional third-party liability insurance certificates which must have been issued within the last six months. In all cases, the seller shall have to provide, upon simple request from the buyer, adapted insurance which covers the products until their arrival in the buyer's premises or any other destination approved by the buyer.

Article 13- Assignment of jurisdiction and applicable

Disputes shall fall within the jurisdiction of the Fécamp Commercial Court, notwithstanding any provision to the contrary in the supplier's general terms of sale or in any of its trade documents.

In case of dispute, French law is applicable with the exclusion of the Vienna Convention of 1980 on the international sale of goods.