



GENERAL TERMS AND CONDITIONS OF PURCHASE – VICAT GROUP – FRANCE

1. Definitions

“**Buyer**” is the Vicat Group legal entity placing the Order.

“**Supplier Code of Conduct**” refers to the Vicat Group’s current Supplier Code of Conduct, available on the website www.vicat.fr. It outlines the commitments expected from the Supplier in terms of compliance and business ethics, human rights, labour standards, health and safety, environmental protection and sustainable development.

“**Order**” has the meaning given in Article 2.1.

“**GTCP**” refers to the Vicat Group’s General Terms and Conditions of Purchase.

“**Supplier**” refers to the legal entity accepting the Order.

“**Supply**” or “**Supplies**” refers to the supply of goods and/or a service by the Supplier.

“**Vicat Group**” refers to Vicat SA and its subsidiaries.

“**REACH**” refers to European regulations 1907/2006 (REACH) and 1272/2008 (CLP).

“**GDPR**” refers to the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016.

“**Specification(s)**” refers to the description/specifications of the Supply, as indicated in the Order or attached, where applicable.

2. Order Placement and Acceptance

2.1 The order form and the GTCP constitute the order (“**Order**”). If there is a contradiction between the order form and the GTCP, the order form shall prevail.

2.2 The Supplier has five (5) calendar days from the date of issue of the order form to accept it. If the Supplier does not return confirmation of Order acceptance within the period mentioned above, if the Supplier starts to fulfil all or some of the Order, or if the Supplier sends a request for an advance payment or invoice, the Order is considered accepted by the Supplier without reservations and in full.

2.3 The Buyer may only ask for the scope of the order form to be amended before its acceptance.

2.4 The Supplier’s terms of sale or amendments to the Order conditions shall only take effect with the Buyer’s prior, specific, written approval.

3. Guarantee in terms of Quantity, Quality, Compliance with Applicable Law

3.1 The Supplier guarantees to the Buyer that:

- (a) the quantity, quality and specifications of the Supply will comply with the conditions defined in the Order and/or agreed in writing with the Buyer, as well as industry standards and practices; the Supply will be appropriate for its intended use, and the documents specified in the Order or required for its satisfactory fulfilment are contractual and will form an integral part of the Supply;
- (b) the Supplier will comply with all prevailing laws and regulations in the Buyer’s country regarding the manufacturing, packaging, sale and delivery and/or satisfactory fulfilment of the Supplies;
- (c) its Supplies will be free from any design, production, completion or material fault, and;
- (d) the Supplies comply with prevailing legal and regulatory guidelines (including REACH) and safety and environmental rules, as well as applicable standards (certificates of compliance, certifications, CE marking, etc.).

3.2 Without prejudice to any other applicable statutory guarantee, and unless agreed otherwise in writing, the guarantee period is 12 (twelve) months from the date of delivery or, in the event of a Supply with the provision of services, from approval by the Buyer.

4. Staff and Safety

4.1 It is the Supplier’s sole responsibility to provide the required workforce, in sufficient numbers and duly experienced, qualified and with the required certifications, including management staff and specialists, to provide the Supply in accordance with industry standards and the terms and conditions and deadlines indicated in the Order.

4.2 The Supplier must provide all the required machinery and tools, in terms of quality and quantity, as well as sufficient power and the consumables required for satisfactory fulfilment of the Supply, with the sole exception of the machinery, tools, power and consumables whose supply by the Buyer is explicitly specified in the Order.

4.3 The Supplier declares that it has met all its obligations with regards to legislation on undeclared employment and staff secondment, as well as health and safety. It undertakes to observe these obligations for the duration of the services. On simple request, the Supplier will provide the Buyer with any document or statement justifying compliance with tax and social security obligations.

4.4 Any work at one of the Buyer's sites is subject to compliance with regulations on health, safety and working conditions, as well as the host site's specific internal provisions. This includes the risk prevention plan, which the Supplier must read before the start of Order fulfilment, and which must be observed by the Supplier and/or its staff. In the event of a failure to comply with health and safety rules or internal provisions, the Buyer may immediately suspend all works or services; the Buyer will immediately inform the Supplier so it can take appropriate measures.

5. Packaging And Marking

5.1 The Supplier will package, mark and ship goods in accordance with prevailing regulations.

5.2 All goods will be packaged appropriately to avoid any damage or contamination (including but not limited to damages caused by mould, rust, moisture, wear and impacts) during transport and/or storage.

5.3 Hazardous products will be clearly identified using visible warnings placed on all packaging and documents.

5.4 Unless agreed otherwise in writing, the Buyer will not be required to return goods packaging or packaging materials to the Supplier.

5.5 The Supplier will be considered solely liable for any damage or additional costs incurred due to incorrect or unsuitable packaging, marking or labelling.

6. Shipping and Delivery

6.1 The Order number must be indicated on all correspondence and all related shipping documents. The Supplier shall prepare all shipping documents in accordance with (i) prevailing domestic and international customs/trade regulations; and ii) the Buyer's instructions.

6.2 All additional fees paid by the Buyer due to i) the Supplier's failure to comply with the aforementioned provisions, or ii) a failure to prepare shipping documents in an appropriate manner, will be payable by the Supplier.

6.3 Unless otherwise mentioned in the Order and without prejudice to Article 7, the Supplies will be delivered DDP to the Buyer's site as per the ICC's Incoterms (2020 version).

6.4 The Supplies should be delivered on the date(s) and in accordance with the conditions specified in the Order. The delivery times are an essential condition of the Order.

6.5 Partial or early deliveries are only permitted if the Buyer has previously given its written consent.

6.6 Excluding an instance of force majeure or the Buyer's proven fault, any delay exceeding the contractual deadline may entail, from 8 (eight) calendar days after a formal notice without a response, the application of a late penalty of 0.5% of the Order amount per week of delay, and/or termination of the Order, all without prejudice to any damages.

7. Transfer of ownership and risks

7.1 The risk of loss or damage incurred by the Supplies will be transferred in line with the agreed delivery time (2020 Incoterms) specified in the Order.

7.2 Ownership of the Supplies will be transferred on delivery, except in the case of payment for the Supplies before delivery, in which case it will be transferred to the Buyer on effective payment.

8. Non-conformity

8.1 Without prejudice to applicable penalties and other remedies, if the Supplies are not delivered in accordance with the Order conditions, the Buyer reserves the right, without prejudice to other rights arising from the Order or legislation, either (i) to reject all or part of the Supply or (ii) require the Supplier to remedy any fault or defect, at its own costs and in the time frames indicated by the Buyer, or (iii) to accept all or part of the Supply in return for a corresponding reduction in the price of the Order.

8.2 Any totally or partially rejected Supply must be collected by the Supplier, at its own costs, within 7 (seven) calendar days following receipt of the rejection notice, and the Supplier will repay all sums already paid by the Buyer in relation to the rejected Supply. If the Supplier does not collect the rejected Supplies, the Buyer can return them to the Supplier at the latter's cost and risks. Ownership of rejected Supplies, as well as their care and safekeeping, will be automatically transferred to the Supplier, unless otherwise notified by the Buyer.

9. Price, invoicing and payment

9.1 The prices indicated in the Order are fixed and final. They are not subject to any indexation and include all taxes, expenses and charges incurred by the Supplier to fulfil the Order. Inclusion or exclusion of VAT is indicated in the Order.

9.2 Each invoice can only relate to a single Order, and will be sent to the Buyer's supplier accounting department in electronic format to factures.groupevicat@vicat.fr, subject to having previously signed the e-invoicing agreement, accompanied by documents justifying the invoice amount and the Order number.

9.3 Invoices will be issued in the currency indicated in the Order.

9.4 Any infringement of the conditions established in the Order shall result in rejection of the invoices.

9.5 Payment is dependent on conformity of the Supplies and compliance with the terms and conditions of the Order. However, payment made by the Buyer will not undermine its rights regarding faults in the Supplies or Order non-conformities noted after (or potentially before) payment.

9.6 The payment terms are 45 (forty-five) days end of month from the date of issue of the invoice, except in the case where a law or express exemption states otherwise. Payment is made by bank transfer. Any delay in payment may result in the enforcement of late penalties, from the due date, equivalent to 3 (three) times the legal interest rate, plus the payment of a flat-rate sum of 40 (forty) euros for recovery fees.

9.7 The Buyer may, at any time, without restricting its other rights or remedies, offset any Supplier obligation towards the Buyer against any Buyer obligation towards the Supplier, from any invoice or any sum due by the Supplier to the Buyer for the Order.

10. Guarantee of free use - Intellectual property

10.1 The Supplier guarantees free and undisturbed use of the Supply by the Buyer, with no lien, pledge, security or right of retention.

10.2 Each party will retain any right, title or interest over their respective intellectual property rights developed, acquired or obtained before the date of issue of the order form. However, the Buyer will be given an irrevocable, global, perpetual, non-exclusive and royalty-free licence, with the right to create sub-licences, copy and use the Supplier's intellectual property rights, if required or beneficial for the Buyer in order to use the Supply.

10.3 As a result, the Supplier undertakes to compensate and hold the Buyer harmless against any claim, costs, damages, expenditure or legal action brought by third parties in relation to any alleged or actual infringement of intellectual property rights in relation to the Order.

10.4 All intellectual property rights relating to the results from Order fulfilment and created based on the Buyer's specifications will be transferred to the Buyer. It is agreed that the transferred rights include:

- The right to reproduce, have reproduced, represent, have represented, adapt, have adapted, modify, have modified (including, for software and databases, their upgrade and development), translate, have translated, market, have marketed, on all current and future media and through all means;
- The right to use and operate, whether for its own activities or for a third party;
- The right to assign all or some of acquired intellectual property, specifically to grant any reproduction, distribution, circulation, marketing or manufacturing contract to any third party, in any form, on any medium and through any means, for free or for payment.

10.5 The price paid to the Supplier by the Buyer is accepted by the latter as full and flat-rate consideration for the transferred rights mentioned above.

11. Force majeure

11.1 If an external, unpredictable and unavoidable event occurs involving one of the parties to the Order, preventing said party from fulfilling its obligations under the Order, fulfilment is immediately suspended, provided that the party affected by the instance of force majeure informs the other party in writing, within 3 (three) working days from the event taking place, specifying the estimated duration of this event, and producing reasonable supporting evidence thereof. In all cases, strikes only involving the staff of the Supplier or its potential subcontractors, particularly difficult or expensive Order fulfilment and potential delays in the procurement of products or raw materials do not constitute force majeure.

11.2 The affected party must take all measures required to minimise the consequences of the instance of force majeure as much as possible.

11.3 It is agreed that the Supplier's entitlement to an extension of its Order deadlines due to force majeure does not affect the Buyer's right to terminate the Order at any time pursuant to the provisions of Article 15.

11.4 If the instance of force majeure persists for a period exceeding 15 (fifteen) consecutive calendar days, the parties shall discuss potential solutions.

12. Confidentiality and Advertising

12.1 Each party, as well as its subcontractors and employees, is bound by a duty of confidentiality and non-use of information disclosed by the other party, whether protected or not, written or verbal, related to expertise, specifications, formulas and drawings to which it will have had access at the time of Order fulfilment, provided that this information has not fallen into the public domain and, in any event, for a period of 5 (five) years from Order placement.

12.2 Any advertising or disclosure to third parties about the Order will require the Buyer's prior written permission.

13. Personal Data

13.1 The Supplier undertakes to observe regulations regarding the collection and processing of personal data, notably the provisions of the GDPR. The personal data of the Buyer's representatives can only be used by the Supplier for the purposes of fulfilling its obligations under the Order. The Supplier also undertakes to delete all the Buyer's personal data within thirty-six (36) months following its disclosure if there has been no contact between the Supplier and Buyer. In the event of subcontracting, the Supplier agrees to enforce the terms of this clause on its subcontractor. Where applicable, the Buyer's personal data cannot be transferred, stored, passed through or accessed outside the European Union without the prior written permission of the Buyer and the signing of the European Commission's Standard Contractual Clauses.

13.2 With regards to the collection and/or processing and disclosure of the personal data of the Supplier's representatives, the Buyer undertakes to observe applicable regulations and GDPR provisions. For any request for information about personal data protection, the Supplier's representatives can contact the Data Protection Officer at: DPO@vicat.fr.

14. Supplier Corporate Social Responsibility

14.1 The Supplier carries out its business and provides the Supply in accordance with all applicable regulations and laws.

14.2 In line with corporate social responsibility objectives, the Supplier undertakes to implement policies and processes to prevent risks and control the impacts of its activities, notably to:

- protect health and ensure safety at work, in accordance with labour legislation;
- promote observance of human rights and fundamental freedoms;
- reduce greenhouse gas emissions;
- avoid the production of waste and encourage its recovery;
- optimise the use of resources (water, energy, land, soil, materials) with a circular economy approach;
- protect biodiversity and seek to have a positive effect on ecosystems;
- prevent pollution.

14.3 The Supplier undertakes to observe, and ensure its subcontractors observe, the Supplier Code of Conduct.

15. Termination

15.1 Each party will be entitled to terminate the Order in the event of an infringement by the other party. However, the Buyer and the Supplier shall endeavour to cooperate constructively to resolve this infringement, and to deal with any damaging consequences.

15.2 The Buyer may terminate the contract *ipso jure* due to:

- (a) the Supplier's failure to resolve the infringement within 8 (eight) calendar days of receipt of a formal notice sent by the Buyer;
- (b) written notice of non-fulfilment or a failure to comply, if the consequences of this failure to comply clearly cannot be resolved, or are highly damaging for the Buyer;
- (c) in the event of force majeure leading to suspension of fulfilment of obligations under the Order by the Supplier for a period exceeding 90 (ninety) calendar days following the start of the event.

15.3 In the event of termination, the Supplier (i) will refund the Buyer for all overpayments in the form of early payment or advance payment, including in the case of termination for Force Majeure; (ii) will provide the Supplies, as-is, on the date of termination; and will be required to compensate the Buyer for harm caused by its failures to comply, and will notably pay for additional charges incurred by the Buyer for completion of the Order by itself or one or several other suppliers.

15.4 The Supplier shall inform the Buyer without delay and in writing of any situation which could prevent satisfactory fulfilment of the Order. The Buyer may terminate the Order in the event of the Supplier's bankruptcy, dissolution or seizure of assets, based on the conditions outlined by Law. Similarly, in the event of a change of control of the Supplier, directly or indirectly, or disposal of its assets, the Buyer will be entitled to terminate the Order *ipso jure* and without formalities, providing a notice period of eight (8) days.

16. Insurance and Liability

16.1 The Supplier will take out and maintain, at its own cost, insurance policies with solvent insurance companies in good standing to cover its risks, notably its general and professional liability under the Order and as indicated by legislation, notably its civil liability and product liability.

16.2 On request by the Buyer, the Supplier will provide insurance documents issued by leading insurance companies certifying the existence of policies, the capital insured, cover, durations and renewal dates.

16.3 It is noted that the amounts indicated on the insurance documents do not constitute a limit on the Supplier's liability.

16.4 The Supplier is responsible for any damage that it, its employees, its representatives and/or its subcontractors cause to the Buyer or a third party due to the Supply and/or fulfilment of the Order. The Supplier guarantees the Buyer against any claim in this regard.



17. General information

17.1 If one or several Order provisions are found to be void, invalid or unlawful, this shall not affect the other Order provisions, and the parties shall promptly agree, in good faith, on the required adjustments through an amendment.

17.2 If the Buyer does not enforce a provision of the Order, this does not constitute a waiver of this clause by the Buyer.

17.3 As the Order is placed due to the identity of the Supplier, the Supplier is prohibited from transferring or assigning the Order, for free or payment, and in any form whatsoever, or subcontracting some or all of its fulfilment without the Buyer's prior written permission. In all cases, the Supplier will remain solely liable for satisfactory fulfilment of the Order with regards to the Buyer.

17.4 Subcontractors accepted by the Buyer remain under the authority and responsibility of the Supplier in all circumstances. In relation to work within the scope of law no. 75.1334 of 31 December 1975, the request for approval by the Supplier must be accompanied by a copy of the subcontracting agreements, payment terms proposed for subcontractors, and a copy of the security to cover subcontractors, as indicated in articles 13.1 and 14 of this law.

18. Applicable Law & Disputes

18.1 In the event of a dispute which cannot be resolved amicably, including interim proceedings, the court of Lyon shall have sole jurisdiction in the first instance, even for incidental claims, introduction of third parties or multiple defendants, regardless of the claim made or measure requested.

18.2 All clauses in these General Terms and Conditions of Purchase, as well as all contracts arising from Orders, will be subject to French law.

18.3 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Order.

18.4 Any dispute relating to the Order will be referred to the courts with jurisdiction over the Buyer's registered offices.
