



1. SCOPE OF APPLICATION AND ACCEPTANCE OF THE ORDER

These General terms and conditions of Purchase (hereinafter "GTCP") shall govern and form an integral part of all purchase orders placed by LIBERTY ASCOVAL (hereinafter "Company"), including equipment, parts, products, materials, components, raw materials, software and all services (hereinafter "Order") to a company (hereinafter the "Supplier"). Their acceptance is an essential condition to the placement of the Order. Any provision contrary to these GTCP opposed by the Supplier will be, in the absence of an express and written acceptance, unenforceable against the Company regardless of when it may have been brought to its attention, the absence of dispute by the Company or the duration of the business relationship with the Supplier. As long as the Supplier has not agreed to the Order, the Company is entitled to modify it.

After a period of eight calendar days after receipt of the Order, in the absence of written reservations from the Supplier, the Order is deemed to be accepted in all its terms and conditions. The same applies in the event of the start of execution of the Order by the Supplier.

The special provisions stipulated in the Order or its special conditions in contradiction with these GTCP prevail over the corresponding provisions of the GTCP. The Company's commitment to purchase is conditional to the Supplier's acceptance of the Order.

2. OBLIGATIONS OF THE SUPPLIER

Compliance with the terms of the Order by the Supplier, in particular with regard to deadlines, dates, conformity of characteristics and specifications, use for which it is intended and performance, constitutes an obligation of result. The Supplier, as a specialist, is also bound by a duty to advise and inform the Company.

The services and / or supplies covered by the Order must comply with the laws and regulations applicable in France and in Europe, with local provisions, with French, European and / or international standards approved by AFNOR or any other official standardization body approved by a State or an international treaty (hereinafter "Texts"), as well as the standard practice, the instructions, standards and internal specifications of the Company that the Supplier declares to be aware of.

3. DOCUMENTS

The Supplier is required to provide the Company, in French, at the agreed deadlines, all relevant information and all documents necessary for the proper use, quality and safety of the supply or service covered by the Order, such as, plans, technical specifications sheets, certificates of conformity, product's safety sheets, etc.

In the absence of agreed deadlines, the documents are submitted to the Company no later than the day of receipt of the subject of the Order, as defined in Article 9 below. The documents related to transport, customs and delivery are given to the Company according to its requirements and at the latest upon delivery, in full compliance with the Texts.

4. DEADLINES – PROGRESS CONTROL

The Company reserves the right, without this constituting an obligation, to have the progress and proper execution of the Order checked by the Supplier and / or its authorized subcontractors, without prejudice to its rights and in particular those resulting from article 9.

5. LATE PENALTIES

No reason for the delay attributable to the Supplier can be accepted, except in a case of force majeure defined in Article 19. Any event liable to delay the execution of the Order will be immediately brought to the attention of the Company in writing. In the event that any deadlines are exceeded, without prejudice to all other rights, the Company reserves the possibility, as of right and without prior formality, at its sole discretion, to cancel all or part of the Order to exclusive prejudice of the Supplier and / or apply penalties the rate of which will be at least that of the legal interest, unless otherwise provided for in the special conditions of the Order. The amount of the penalties will be deducted from the price of the Order.

6. SUBCONTRACTING

Subcontracting of all or part of the Order placed must have received the prior written approval of the Company. The Supplier retains in all cases the responsibility for the perfect execution of the Order and guarantees compliance by its subcontractor(s) to all of its terms, including in particular these GTCP. The Supplier shall guarantee and hold the Company absolved of any claim or action by its subcontractors against the Company.

As part of the progress action plan, any external company commits to send to the Company its operating mode(s) in writing, subject to a minimum deadline of twenty-four (24) hours minimum before the prior inspection visit organized at the request of the project manager.

6. ILLEGAL WORK

The Supplier commits to employ and remunerate its staff in strict compliance with the legal and regulatory obligations applicable in France, in particular relating to concealed work, by providing in this respect any document and form required by the Texts.

7. PACKAGING, SHIPPING AND DELIVERY

Unless otherwise stated, the Supplier is required to deliver, at its own expense and risk, its products on the basis delivered on site, at the place of unloading, and all duties and taxes paid by them. The packaging must be appropriate for the means of transport used and the products transported in accordance to the Texts or, in their absence, to the standard practice. Each separate package must bear the marks and inscriptions specified in the Order, and in any case, the identification of the Supplier, the Company's Order number, the delivery point, an indication of the nature of the products, the parcel number, the marks necessary for a good assembly, as well as the weight and the slinging points.

In the event of failure to comply with the obligations described above, the Company may, at its discretion, either return part or all of the packages at the Supplier's expense, or charge it for the resulting additional costs. The implementation of this clause does



not deprive the Company of further availing itself of any other right with regard to the Supplier.

9. RECEPTION

The reception is the act by which the Company declares to accept with or without reservations the supplies and / or services covered by an Order. The reception procedure takes place at the place of delivery specified in the Order. The findings made during reception and mentioned in an official report are opposable to the Supplier, convened by the Company, whether or not he was present. The absence of reservations upon receipt cannot constitute a waiver of recourse by the Company due to non-compliance or defect in the subject of the Order. Reception is final only in the absence of reservation from the Company within a reasonable period of time or after the Company has lifted all the reservations made in the provisional acceptance official report. If, at the time of reception, it appears that the Supplier has not fulfilled its contractual or legal obligations, the Company reserves the right not to pronounce the reception and to apply article 14, without prejudice of any other claim.

10. TRANSFER OF OWNERSHIP AND RISKS

The transfer of ownership is carried out automatically for the benefit of the Company on the day of reception. Only the retention of title clauses expressly accepted and signed by the Company derogate from this principle. If the subject of the Order gives rise to staggered deliveries, the transfer of ownership takes place gradually, but the risks remain the responsibility of the Supplier until reception, defined in article 9.

11. PAYMENT TERMS - INVOICING - PRICES

The terms of payment are at forty five (45) days end of the month following the date of issue of the invoice. Payment is made, at the Company's choice, by promissory note or by bank transfer.

Each invoice, if it has not been agreed to teletransmit it, is sent to the Company in at least two copies and is accompanied by the necessary proof of entitlement.

Each Order must correspond to only one invoice which, in order to be honored within the agreed deadlines, must include, in addition to the legal notices, at least the following references: Supplier references, Company references, bank details, subject, date and Order number, Order delivery date, reminder of down payments already received with an indication of the corresponding services, down payment or balance requested and the level of achievement to which it is linked.

Any payment at the expiry date of a holdback will be made on the express condition that all reservations made on receipt have been lifted. The price of the Order is firm and non-revisable, calculated all taxes, contributions and other incidental costs of any kind included. In the event of additional services or supplies accepted in writing by the Company, the unit prices are those fixed in the Order.

By decision of the Company, any sum owed by the Supplier under any Order, such as in particular the late payment penalties provided for in Article 5, may be offset against overdue or due invoices from the Supplier.

The Supplier and the Company have measured the risks associated with the execution of the Order, which they accept and assume, and consequently renounce renegotiating the terms regardless of the circumstances. The Supplier and the Company therefore expressly exclude the application of Article 1195 of the Civil Code, making the consequences of any change in circumstances that may occur during the execution of the Order their business.

12. INSURANCE

The Supplier must provide the Company with proof that he has taken out with well-known creditworthy companies all insurances covering his liability for bodily injury, material and / or immaterial, direct or indirect, that his product or its service could cause to the Company, to Company property or to third parties, including employees, subcontractors, suppliers, customers of the Company, an administrative authority, employees, subcontractors, suppliers of the Supplier (hereinafter "Third Parties").

In certain cases, the Company may make the placing of the Order conditional on the Supplier's subscription to one and / or multiple specific insurance policies. In any event, the Supplier cannot invoke an insufficiency of its insurance coverage, in kind, in amount or in duration, to avoid its liability as defined in Article 14.

13. GUARANTEE

In addition to the legal guarantees incumbent upon the Supplier, the latter guarantees the Company against any defect and malfunction in the subject of the Order, it guarantees its suitability for the use for which the Company intends it, the achievement of the expected performance results, and its conformity with the standard practice and the Texts. Except in cases where an express conventional waiver provides otherwise, the minimum duration of the contractual warranty period is twelve months from the date of reception of the subject of the Order.

The effect of the warranty has the effect of suspending its duration, which will be extended by a period equal to that of the suspension. The effects of the guarantee will resume as soon as the object of the Order is restored to working order.

Any element of the Order provided under the warranty will benefit from the same warranty as that of the subject of the Order.

14. RESPONSIBILITY

The Supplier guarantees its supplies and / or services in application of legal and contractual provisions.

If it appears, whether or not during the reception procedure provided for in Article 9, that the Supplier has not fulfilled its obligations, the Supplier shall, and this according to the choice and the deadlines set by the Company notified by any means to the Supplier : take back, replace, redo or correct any supply or service in question, and repair any loss or bodily injury, material and / or immaterial, direct or indirect, including operating losses resulting from a stoppage of the production chain, suffered by the Company, and this without prejudice to all other claims and the right of the Company, without any prior formality, to have the Order executed or completed by a Third Party at the expense and risk of the defective Supplier.



Any supply refused and not taken back will be stored or reshipped at the expense, risk and peril of the Supplier, the Company at the end of a storage period of three (3) months from the notification provided for in the paragraph above, reserves the right to dispose of it as it sees fit. In the event of a complaint or action by a Third Party due to a vice, defect, non-conformity or any other failure to complete the Order, the Supplier undertakes to guarantee and hold the Company unharmed against any financial consequences that it will bear in particular for costs, fees, compensations paid following conviction.

15. INTELLECTUAL PROPERTY RIGHTS

All documents, all verbal or written information communicated to the Supplier are and remain the property of the Company and must under no circumstances be disclosed or used in a manner likely to infringe the rights of the Company.

The Supplier guarantees that it owns all the intellectual property rights necessary for the achievement of the subject of the Order and its implementation, or that it has the enjoyment thereof by virtue of a license including the right to sub-license and that he is the holder of the rights of use, distribution, exploitation, modification of the software packages of which he does not own and of which he would use for the realization of the Order of the Company and that it has freely made all the adaptations, modifications and uses that may be necessary, without incurring any prohibitions and sanctions. Payment of the price entails the attribution for the benefit of the Company of the right to use the aforementioned intellectual property rights.

In the event that the provisional or definitive limitation or prohibition of use of an element of the software or of the subject of the Order made by the Supplier is the consequence of an action for counterfeiting, unfair competition or any similar action, or even a transaction, the Supplier will obtain at its expense and as soon as possible, either the right for the Company to freely continue the use of this element, or the replacement or modification of the element in cause by a strictly equivalent element so that its use by the Company is no longer limited or prohibited. Any replacement or modification of the subject of the Order must first have been accepted in writing by the Company.

In the event of a claim on any basis whatsoever, amicable or legal on the part of a Third Party, the Supplier must immediately replace the Company and ensure the defense in its stead, it being understood that any sums whatsoever that may be spent by the Company for costs and fees or even for compensation following convictions, will be fully reimbursed by the Supplier to the Company, without prejudice to the latter of any other rights.

Patentable inventions and protectable creations, as well as their results coming from the Order belong to the Company, unless the Supplier establishes that they result from its sole inventive activity, independently of the Order.

16. HYGIENE, SAFETY, ENVIRONMENT

The Supplier undertakes to transport, deliver and provide the Company with a product and / or a service which fully meets the applicable Hygiene, Safety and Environment Texts, under penalty of resolution to its exclusive damages of the Order.

The Supplier must inform the Company of anything specific about its service or its supply in terms of health, safety and the environment.

He must first obtain information from the Company about the particularities (configuration, activities, transport, traffic, etc.) of the place of delivery of his supply or execution of his service. As such, the Supplier must apply the Specific Safety Environment Energy Instructions document, as well as the internal regulations of the site concerned, documents which will be submitted by the Company to the Supplier no later than the day the Order is signed. The information thus given or received by the Supplier in no way modifies its liability related to the above commitments.

In any event, the Supplier fully assumes any harm by its own making or by its suppliers or subcontractors, to health, safety and the environment, both with regard to the Company and to Third parties, in addition to the penalties expressly provided for this purpose and the right to terminate the Order for their exclusive prejudice.

REACH

The Supplier commits to comply with the REACH regulations in effect, resulting from Regulation (EC) No. 1907/2006 of the European Parliament and of the Council, of December 18, 2006, concerning the registration, evaluation and authorization of chemicals, as well as the restrictions applicable to these substances.

As such, the Supplier guarantees that, except for regulatory exemption, the substances as defined by the REACH regulation (hereinafter "Substances") contained in or making up the subject of the Order have been pre-registered or registered and / or have been approved by the European Chemicals Agency. As such, the Supplier undertakes to:

- provide for any delivery of Substances, the up-to-date Safety Data Sheet (SDS); and
- ensure that the use by the Company as a downstream user of said Substances has been or is taken into account in the context of the registration file; and
- to inform the Company as soon as possible of the cases in which the Substances would be subject to the authorization regime and to expressly indicate the regulatory date of prohibition of the use of these Substances.

The information thus given or received by the Supplier in no way modifies its liability relating to the commitments of this article.

17. CONFIDENTIALITY

The Supplier is bound, for itself, its employees, its subcontractors and its suppliers to an obligation of absolute secrecy, of non-use for the benefit of Third Parties or for a use other than what is strictly necessary for the performance of the Order, of all confidential information to which he will have access during the Order.

All administrative, commercial, financial or technical information used or developed by the Company will be considered confidential. The obligation remains applicable as long as the information has not fallen into the public domain and, in any case, for a period of ten (10) years from the last reception.



18. UNILATERAL CONVENTIONAL RESOLUTION

Without prejudice to the provisions of article 1217 of the Civil Code, in the event of total or partial non-performance by the Supplier of any of its obligations under the Order, it may be terminated by the Company, in full right and without other formality, by registered letter with acknowledgment of receipt, ten (10) days after the sending of a formal notice that has remained partially or totally unsuccessful, without prejudice to late penalties and compensation that may be requested from the Supplier in compensation for the damage suffered by the Company.

19. FORCE MAJEURE

The party invoking a case of force majeure will notify the other by any means confirmed in writing, at the latest within three days of the discovery of the chargeable event, and will inform him of the probable duration of its effects. It will be required to make every effort to minimize the consequences. If force majeure produces its effects for more than sixty (60) days, only the price of deliveries made or parts of the Order executed before the start of the case of force majeure will be due by the Company.

Any excess amount paid in advance by the Company will be reimbursed by the Supplier.

The parties agree that the breakdown of machinery, the unavailability of equipment or raw materials necessary for the execution of the Order as well as the strike affecting the Supplier and / or its subcontractors and / or its suppliers are not considered as a case of force majeure.

20. TRANSMISSION

The Order is neither assignable nor transferable by the Supplier in whole or in part without the prior written and express agreement of the Company. The Supplier must immediately notify the Company of any significant changes affecting its legal structure or any changes in the control of its capital. In these cases, the Company may invoke the resolution provided for in article 18.

21. TOLERANCE – DIVISIBILITY

The fact that the Company tolerates, including repeatedly, any failure of the Supplier in the performance of its obligations under the Order can in no way be interpreted as a tacit waiver to the benefit of these obligations. The invalidity of one or more provisions of these GTCP does not affect its other provisions, the Company and the Supplier agreeing to negotiate in good faith the modification of the invalidated provisions in order to obtain a result as close as possible to these.

22. ATTRIBUTION OF JURISDICTION – GOVERNING LAW

The Order must be drawn up in French which alone is admissible. By express agreement, French law is the only one applicable to the Order and its consequences.

All difficulties or disputes between the Company and the Supplier on the occasion of the interpretation or execution of the Order or its consequences fall within the jurisdiction of the courts of Paris, including in particular in the event of summons, notwithstanding

the call in guarantee or the plurality of defendants. However, the Company reserves the right, at its discretion, to apply, if necessary, to the court of the place of the headquarters of the establishment for which the Order was placed.