

GENERAL PURCHASE CONDITIONS

GMD PLASTIC AND LEATHER SYSTEMS DIVISION- Version November 2022

Article 1 – Application of the general conditions of purchase – Scope

Unless specified with the Supplier by particular agreement, these General Purchase Conditions describe the applicable general provisions on all orders of materials, equipment, products or services of any kind placed by any of the companies of the GMD PLASTIC AND LEATHER SYSTEMS Division (hereinafter "the Purchaser") with any supplier and/or service provider (hereinafter "Supplier").

The Supplier implicitly complies with the Supplier Quality Manual and Logistic Protocol of the Purchaser which is to be the reference for the whole time of all Purchasing contracts.

Article 2 – Orders

Orders are deemed to be accepted and binding by the Purchaser upon proof of receipt, and signed by the Supplier, which must reach the Purchasing Department of the Purchaser within forty-eight (48) hours of the order date.

The Purchaser shall be entitled to withdraw the Order, without incurring a penalty, if the order confirmation has not been received by the Purchaser within this timescale. Unless and until the Supplier has confirmed the Order, the Purchaser is entitled to modify the order without incurring a penalty.

As a result of any change, the Purchaser must be promptly informed of any price change or changes requested dates.

The order accepted by the Supplier is deemed to be binding and implies the Supplier's compliance to the present General Purchase Conditions, unless they are concerned by a prior written reservation formally accepted by the Purchaser.

Purchaser may, at its option, terminate all or any part of order or contract before the expiration of the Term, at any time and for any reason, by giving written notice to Supplier in compliance with the laws of France. Purchaser and Supplier waive the provisions of article 1195 of French Code civil.

Article 3 – Rates

Unless there is a separate agreement, order prices are always firm and binding, and include packaging and transport cost, as well as any other costs and risks in carrying out the order. Prices are expressed in Euros, VAT excluded, and are considered as Delivered Duty Paid (Incoterm 2020) unless if other Incoterm is mentioned into purchase order.

Any additional cost of any kind whatsoever shall be subject to prior written agreement of the Purchasing Department and this must specifically be referred to on the order form. As a rule, orders do not entail systematic advance payment (nor deposits of any kind), except as expressly stated in the order and/or in any agreement approved by the parties.

Changes in rates or conditions of sale shall apply only upon notification by registered post to be received at least one month prior to the application, and only after its written confirmation by the Purchaser. By default, previous pricing will be applied.

Article 4 – Guarantee

The Supplier guarantees that the products forming part of the Supply are free from any design flaw, manufacturing defect or malfunction and that the constituent materials and parts are free from defects. It also guarantees the proper execution of the Services forming part of the Supply, in accordance with the contractual documents. Without prejudice to statutory guarantees, the Supplier makes an undertaking to the Purchaser, and to any Client who subsequently acquires a Product, to repair or replace this Product at its own cost, at the Purchaser's discretion, whenever a defect is noticed during the lifetime of the Contract as well as during a period of three (3) years following resale of the product, except where this method of compensation proves to be impossible or disproportionate. In this case, the Supplier undertakes to bear the financial costs of the implemented compensation.

The guarantee period starts from the issue date of the invoice of the sale of the Product by the Purchaser to the client. The guarantee includes all costs related to replacement, repair or re-design (transport, disassembly, reassembly, labor, materials, tools, etc.) without prejudice to any claim for damages by the Purchaser.

The Supplier undertakes to bear all direct costs resulting from damages of any kind caused to persons and goods, as well as measures to withdraw, suspend or consign, and includes retrieval and customer refund, modification and/or destruction of the products, whether these measures are ordered by public administration (including the Courts) or are voluntary, and for whatever the reason, including namely a latent defect, non-compliance with a standard or regulation, or any safety related defect.

Article 5 – Entrusted Assets

The assets entrusted by the Purchaser to the Supplier as part of the Contract (hereinafter "Entrusted Assets") are exclusively reserved for the execution of the Purchaser's Orders and are considered as loaned in application of articles 1875 et seq. of the Civil Code.

The Entrusted Assets remain the property of the Purchaser, or of the person having entrusted them to the Purchaser, or of the End Client. They must be identified as such and stored in such a way as to avoid any confusion with the assets of the Supplier or third parties. Any modification or destruction of the Entrusted Assets shall be subject to the prior written agreement of the Purchaser. The Supplier undertakes to return the Entrusted Assets, fit for purpose and in good

condition, immediately upon request by the Purchaser. When the Entrusted Assets are returned, the Purchaser and the Supplier shall produce an inventory by mutual agreement. The Supplier shall be responsible for supervision of the Entrusted Assets and take all adequate protective measures against any theft or damage of any sort. The Supplier waives, expressly and in all circumstances, the right to retain the Entrusted Assets belonging to the Purchaser. Therefore, the Supplier may not rely on any argument whatsoever, including a failure on the part of the Purchaser to fulfill its obligations, to justify retaining the Entrusted Assets.

Article 6 – Spare Parts / Continuity

As to the items needed for the manufacture of a finished product, the Supplier undertakes to deliver these components to the Purchaser for 15 years after the series production lifetime. During the first 5 years after moving to spare parts, the price shall remain fixed at production lifetime prices.

If the Supply includes Industrial Hardware, the Supplier undertakes to maintain a stock of spare parts for a period defined at the time of the Order.

If the aforementioned products were nevertheless to be out of stock, in shortage or cessation of production, the Supplier undertakes to inform the Purchaser of this in writing, as soon as the information is brought to its attention.

The Supplier undertakes to inform the Purchaser at least twelve (12) months before cessation of manufacture or withdrawal of its catalogue with respect to the Supply.

If the Supply includes Industrial Hardware, the Supplier shall ensure that it is able to guarantee, for a minimum period of ten (10) years from the date of the written record of definitive acceptance, the provision of all spare parts, components and other necessary items for the use of the Supply.

For Orders of Supplies for which the fulfillment is to be staggered over a period of time, the Supplier undertakes to implement a business continuity plan aimed at defining the measures to be taken in order to continue carrying out the Order in the event of an occurrence likely to prevent its execution.

Article 7 - Compliance of the supply to regulations

Products ordered must comply fully to legal and regulatory requirements.

If this is not the case, the Purchaser may terminate the contract on the Supplier's fault, without notice.

The Supplier guarantees to the Purchaser that laws and regulations, quality requirements and standards such as recycling (WEEE), restrictions concerning hazardous substances (RoHS), or any other regulations applicable to the products delivered or services carried out will be strictly applied in the implementation of the order.

Thus, on request by the Purchaser, the Supplier will undertake to retrieve, at his own costs, obsolete goods for the purpose of recycling the materials according to the environment protection regulations on behalf of the Purchaser, so as to remove this concern from them.

In the course of the business relation with the Purchaser, Supplier shall refrain from everything that may lead to a criminal offence due to fraud or embezzlement, fraudulent insolvencies, offences against competition, granting of undue advantages as well as bribery and corruption that might be committed by employees of the Supplier or other third-party people. In the case of violation of these requirements the Purchase has the right to withdraw from all existing business agreements with the Supplier and to abandon all negotiations without notice.

Without prejudice to the abovementioned, the Supplier shall comply with all laws and regulations applicable to the business relationship with the Purchaser.

Article 8 – Compliance with employment regulations

The Supplier warrants that it is compliant with all labor legislation applicable to it. It also warrants that the Supply shall be provided in accordance with labor legislation in force in the country in which the Supply is provided.

In particular, if the Supply is provided in France, the Supplier undertakes to comply with labor legislation in relation to undeclared work (articles L.8222-1 et seq. and articles R. 8222-1 et seq. of the Labor Code) and to foreign work (articles L. 8253-1 et seq. and L. 8254-1 et seq. of the Labor Code). Depending on whether the Supplier is domiciled in France or abroad, it undertakes to provide to the Purchaser, at the date of the Order and in any event prior to the beginning of the execution of the Supply then every six (6) months until the end of the execution of the Order, either the documents mentioned in articles D. 8222-5 and D. 8254-1 et seq. of the Labor Code, or the documents mentioned in articles D. 8222-7 and 8 and D. 8254-3 et seq. of the Labor Code.

Additionally, if the Supplier seconded workers in the terms provided in articles L. 1262-1 and L. 1262-2 of the Labor Code, it shall inform the Purchaser of this before the beginning of the execution of the Order and shall provide to it concomitantly the documentary evidence showing that it has complied with the obligations mentioned in article L. 1262.2.1 of the Labor Code. Furthermore, the Supplier undertakes to comply with legislation as to minimum wage, as well as regulations requiring that the accommodation arrangements for seconded workers be compatible with human dignity.

Article 9 – Delivery

9.1. Packaging

The packaging of products must be done appropriately and must be coherent with the initial definition, taking into account the nature of the products and precautions against weather, corrosion, loading or unloading, accidents, transport and storage, vibration or shock, and so forth.

Packages will be clearly labelled and referenced to the purchase order of the Purchaser.

The Supplier will be responsible for breakages, omissions and damages from a package, as well as for incorrect or inadequate labelling. Customs clearance is to be borne by the Supplier.

9.2. Delivery terms

Compliance to delivery dates which are specified on the purchase orders, and to requests for open orders, is imperative. The delivery date is understood to mean the date of delivery of the Products to the place agreed in the Contract in the event that the Order consists of Products or the date of acceptance without reservation of the Services by the Purchaser in the event that the Order consists of a Service.

Any event which may affect the delivery date for the order must immediately be brought to the attention of the Purchaser, it is agreed that the execution of this obligation does not absolve the Supplier of its responsibility.

The Supplier must immediately notify this event in writing to the Purchaser, together with its foreseen duration and its consequence on delivery times.

Any order received before the delivery date may be returned at the Supplier's costs.

Delays in delivery without prior notice by the Supplier will bear a daily 1% penalty, calculated on the price of undelivered goods, VAT excluded, as of the initially stated reception date.

This penalty is not deductible and shall not therefore constitute part payment against prejudice that may be claimed by the Purchaser.

These sums will be due without requiring any formal notice and will be settled by credit note. If the postponement in delivery date is not accepted by the Purchaser, then after ten (10) working days the order may be cancelled by the Purchaser, who if required will return the goods at the expense of the Supplier and without prejudice to any other rights of the Purchaser.

9.3. Delivery / Reception

The contractual documents may provide for a procedure for acceptance of the Product, which may be in several phases: preliminary acceptance, provisional acceptance and definitive acceptance, followed by the signing of a written record of definitive acceptance.

The Supplier must, on the date and at the place shown on the order, deliver the order together with relating documentation or carry out the services on the order.

Delivery for the Purchaser must be made at the place specified on the order, so that verification of quantity and compliance on supplies can be carried out.

the Purchaser will have the right to refuse non-complying products and must notify refusal by registered post within forty-eight (48) hours.

However, after the delivery slip is signed, verification and subsequent decisions concerning the quality or quantity of the delivered products will be made after opening packages against the delivery slip.

The delivery of products or services carried out will be considered as approved after verification of its compliance with the order specifications.

As such, the Supplier guarantees that the delivered products fully comply with the order made by the Purchaser, or any other appended document, and that they do not have any defects.

Within one (1) month after delivery of those products to its premises, if the products do not comply, the Purchaser may choose to:

- If non-compliance is on minor issues, the Purchaser may conditionally approve the delivery.
- If non-compliance is on major issues, the Purchaser must:
 - Cancel the order after a prior information of the Supplier,
 - Obtain the immediate replacement at the Supplier's costs of non-compliant products with identical but compliant products, or products of better quality, at the same pricing and delivery terms, within five (5) business days after notification of the claim, without prejudice to further compensation claimed by the Purchaser for direct costs resulting from damage of any kind caused to persons or goods for any reason whatsoever.
 - Non-compliant products will be returned carriage paid, where appropriate to the Supplier, with by a "return order" stating their status.

For any Service including the delivery of a Product or of Industrial Hardware, the above provisions shall apply.

In the specific event that the Supply consists of Services only, acceptance is the act by which the Purchaser declares that it accepts the work with or without reservation, in accordance with article 1792-6 of the Civil Code.

Article 10 – Equity

In the course of the business relation with the Purchaser, Supplier shall refrain from everything that may lead to a criminal offence due to fraud or embezzlement, fraudulent insolvencies, offences against competition, granting of undue advantages as well as bribery and corruption that might be committed by employees of the Supplier or other third-party people. In the case of violation of these requirements the Purchaser has the right to withdraw from all existing business agreements with the Supplier and to abandon all negotiations without notice.

Without prejudice to the abovementioned, the Supplier shall comply with all laws and regulations applicable to the business relationship with the Purchaser.

Article 11 – Transfer of ownership and transfer of risk

Unless otherwise stated by the Parties, transfer of ownership will be effective on the signature date of the delivery order in the premises of the Purchaser, or any other place agreed by the Parties, or on the signature of the written record of acceptance if acceptance is provided for in the contractual documents; or where the Services are concerned, on an ongoing basis as they progress. Any reservation of ownership clause proposed by the Supplier shall be considered not to have been written. Unless otherwise stated, the transfer of risk will be at the same time as the transfer of ownership.

Article 12 – Confidentiality and Cybersecurity

12.1. Confidentiality

All of the information relating to the Contract as well as the elements communicated by the Purchaser to the Supplier, in writing or orally, for the execution of the Contract or obtained by the Supplier as part of its commercial relationship with the Supplier, must be considered as confidential (hereinafter "Confidential Information"). Confidential Information includes but is not limited to, elements, studies, plans, designs, patterns, molds, toolings and, in general, any technical documents relating to the execution of the Contract.

The Supplier undertakes personally and on behalf of those for whom it is responsible, to strictly limit the use of Confidential Information to the execution of the Contract. Furthermore, throughout the period of execution of the Contract and for five (5) years following its termination or expiration for whatever reason, The Supplier shall refrain from revealing to anyone, from making public any Confidential Information and/or use it for any other purposes other than the execution of the order, from transmitting them, directly or indirectly, from quoting the name of the Purchaser as a commercial reference, and from publishing technical notes, articles, publicity, photos and images relating to the Order and/or the supply and/or any other information relating to its current business with the Purchaser without prior written authorisation from Purchaser. The information is given by the Purchaser as is, without guarantee of any kind on its content.

At the end of the Contract for whatever reason, the Supplier undertakes, upon request by the Purchaser, to return to it and/or destroy, at its own cost, all of the Confidential Information and shall not keep any copies thereof.

The Supplier undertakes to take all necessary measures to comply with this duty of confidentiality and shall be responsible for the compliance of its employees, agents or other representative with this duty.

The provision or communication of this Confidential Information may not be interpreted as granting to the Supplier any right of ownership or reproduction of this Confidential Information.

Failure to comply with this obligation may immediately result termination by the Purchaser of all outstanding orders outright, without any indemnity or compensation becoming due to the Supplier, without prejudice to require compensation for all loss suffered as a result.

12.2. Cyber security

The Supplier undertakes to guarantee and maintain the security of its computer tools and information systems by taking all useful technical, software-related and organizational measures with regard to the state of the art and the features specific to the execution of the present order. In accordance with its policy of information system security, the Supplier undertakes to guarantee the security and confidentiality of the data and information communicated to it by the Purchaser. The Supplier shall ensure the proper operation and security of its information systems, its networks and the tools and platforms it makes available to the Purchaser.

Should a security incident affect the proper execution of the order and/or the security of the data and information relating to the Purchaser, the Supplier shall notify the Purchaser immediately and implement all the technical and organizational measures needed to stop the incident and limit any consequences.

Article 13 – Intellectual property

Intellectual property rights on the studies, reports, developments, and other documents or works carried out by the Supplier as part of the order belong to the Purchaser.

This cession is about the operating and representation rights and reproduction in any way whatsoever, of adaptation, arrangement, editing, correction, translation, publication, marketing and, in general, any economic rights related to copyright and other similar rights, current and future.

Its duration is that of the legal protection of relevant law and is valid worldwide.

These rights may be freely wholly or partly transferred by the Purchaser to third parties. The financial consideration for this assignment is included in the price of the Contract. Studies, plans, drawings, models, moulds and tools provided to

the Supplier are and will remain the exclusive property of the Purchaser. The Supplier acknowledges that the elements that may be entrusted to it by the Purchaser are for use exclusively for the execution of the Contract by the Supplier. The Supplier guarantees that the delivered goods are not subject to any third-party industrial property claim. It shall hold the Purchaser harmless against any consequence of any kind (including court fees, legal fees, damages and indemnities, etc.) in the event that the Purchaser's liability should be invoked by a third party.

Article 14 – Payment

Unless agreed otherwise, the payment term for the Purchaser is 45 days after the end of the month of the date stated on the invoice (45 months end of month, from the end of month in which the invoice is issued ?) .

For purchases where a retention for guarantee is applied, the retention will be a maximum of 10% of the order, VAT excluded, and will be paid between one (1) and six (6) months after the reception of goods, according to the type of the goods concerned.

Payment of the retention will be made after verification of the goods by the Purchaser.

Any unpaid amounts that are not put into question at the due date may give rise to the payment of penalties for delays, which are calculated on the basis of three times the legal interest rate on the date at which the sum was due, and will be paid by the Purchaser only if prior notice by registered post is sent by the Supplier and if it remains unanswered for thirty (30) days.

These penalties shall be due the day after the last day of the applicable payment timescale.

A fixed contribution to recovery costs, of 40€ pay be demanded, to the exclusion of any other fixed indemnity, without prejudice to any potential damages.

It is expressly agreed between the parties that a worsening of the Purchaser's financial situation shall not be allowed to impact the applicable payment terms in accordance with the provisions of this article.

Article 15 – Liability / Insurances

The Supplier takes is fully liable for any direct or indirect damage, in terms of personal injury, tangible or intangible damage, consequential or not, suffered by the Purchaser or any third party as a result of any failure to execute or incomplete execution of the order. Damages resulting exclusively from the Purchaser's actions are excluded from this liability. The Purchaser is not liable in relation for any prejudice whatsoever related to the Product and/or the Service ordered.

The Supplier shall therefore indemnify the Purchaser for all prejudice suffered by the Purchaser. The Supplier undertakes to pay for his insurance cover to guarantee liabilities in the execution of this Agreement covering all physical, tangible and intangible damages.

If requested by the Purchaser, the Supplier will provide proof of professional insurance whose date is less than six months. In any case the Supplier shall, on request by the Purchaser, provide proof of adequate insurance to cover products up to their arrival at the premises of the Purchaser or any other designated destination.

Where the assets entrusted by the Purchaser to the Supplier are located within the Supplier's premises, the Supplier undertakes to take out, on the Purchaser's behalf, insurance covering all damage affecting the Entrusted Assets, whatever the origin of that damage.

It is specified that the limitations and excesses contained in the insurance policies taken out by the Supplier are not enforceable against the Purchaser.

Neither the provision of insurance certificates by the Supplier, neither the content of insurance taken out, shall limit the Supplier's liability. The Supplier's liability toward the Purchaser shall not under any circumstances be limited to any particular amount.

Article 16 – Force majeure

Force majeure or unforeseeable circumstances (cas fortuit) within the meaning of article 1218 of the Civil Code are those habitually recognized by the jurisdiction of the French courts and shall suspend the parties' obligations. If the event continues beyond one (1) month the Purchaser may terminate the contract and purchase order in its entirety or in part without liability of any nature whatsoever to the Supplier or payment of any compensation, by mail with proof of receipt. Termination shall be effective at the date mentioned in the notice of termination.

Article 17- Assignment

The Supplier shall not assign to third parties, in whole or in part, the rights and obligations arising from the Contract without the prior written agreement of the Purchaser, in any manner whatsoever, including by way of sale of the business, sale of a business line, capital contribution, or, if applicable, partial transfer of assets and change of capital or control of the Supplier of more than 50% of shares and/or voting rights whether by assignment or transmission of rights in the Supplier or in a company that controls it, or by merger or demerger. The Supplier is required to impose upon the assignees of the Contract, if any, all obligations so as to ensure the full execution of the Contract. The Supplier remains, in all circumstances, fully liable to the Purchaser for the execution of the Contract, jointly and severally with the assignee. The Purchaser reserves the right to assign or transfer the Contract to any third party of its choosing. In such cases, it shall inform the Supplier of this in writing.

Article 18 - Ethics

The Supplier declares that : ▪ it has not infringed any anti-corruption laws or regulation, ▪ It has not been subject to any civil or criminal sanctions, in France or abroad, for infringement of anticorruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against it, ▪ To the best of its knowledge, no executive or manager of its company has been subject to any civil or criminal sanctions, in France or abroad, for infringement of anti-corruption laws or regulations and that no investigation or proceedings which could lead to such sanctions have been brought against such persons.

The Supplier warrants that: ▪ It complies and shall comply with the legal provisions against corruption in accordance with OECD convention of 1997 and the United Nations Convention Against Corruption of 2003 (UNCAC),
▪ It has not granted and shall not grant, directly or indirectly, any gift, present, payment, remuneration or benefit whatsoever (trip, etc) to anyone with a view to or in exchange for the conclusion of the Order. The Supplier shall notify the Purchaser's Purchasing Department of any gift, present, payment, remuneration or benefit whatsoever that it might grant either directly or indirectly to any employee, officer or representative of the Purchaser or of any GMD Group Company or to anyone that might influence their decision within the framework of the performance of the Order.

In the event of failure to comply with these clauses, the Purchaser shall automatically have the right to terminate the Orders in progress with immediate effect and without compensation, and without prejudice to any other remedies the Purchaser may request from the Supplier.

Article 19 – Protection of Personal Data

The Supplier remains responsible for the processing of its own files containing data of a personal nature, and remains wholly responsible (i) for complying, if necessary, with declaration formalities required by any competent inspection authorities, (ii) taking all necessary measures to safeguard the rights of personnel whose Personal Data are liable to be collected and processed, (iii) and to take all necessary measures to preserve their security.

In the event that the Supplier has to collect or process Personal Data, in the name of and on behalf of the Purchaser, during execution of the order, the latter shall be considered as a sub-contractor under the terms of the Law on Information Technology and Liberties and undertakes to strictly comply with Purchaser instructions and to provide the Purchaser with all assistance in order to enable the Purchaser to fulfill its legal obligations. In particular, the Supplier shall be responsible for the implementation of measures to ensure the security and confidentiality of Personal Data transmitted by the Purchaser in the context of the order, in particular to avoid their destruction, loss, deterioration, release or unauthorized access.

Any Supplier established outside the European Union in any state identified by the European Commission as not providing an adequate level of protection for Personal Data must undertake to comply with the standard contractual clauses in force with the European Commission, controlling the transfer of Personal Data between processing managers and sub-contractors.

Non-compliance with these obligations may result in immediate cancellation of the Order by the Purchaser without prejudice for any claim for damages or interest. The Supplier may however implement any alternative means duly recognized by the European Commission. The Supplier undertakes not to subcontract its obligations without the prior written consent of the Purchaser and is responsible for compliance with similar obligations by its possible co-contractor.

Article 20 – Environnement and Safety

The Supplier must abide by the regulations in force concerning safety and environment and must ensure that its own sub-contractors abide by the same.

The Purchaser demands that the Supplier apply management principles which guarantee the protection of the environment and to implement all necessary means to control the impacts and risks in that domain.

In terms of Safety, the Purchaser requires the Supplier to perform a professional risk evaluation and to implement all the necessary measures for controlling such risks for personnel. The Supplier must also ensure that these principles for controlling the risks for safety and the environment, and the associated impacts are also applied by its sub-contractors.

The Supplier must hold available for the Purchaser all relevant documents containing evidence of compliance with these undertaking (e.g., List of waste recycling organization, waste disposal monitoring sheets, list of chemicals used etc...).

The Supplier must also give a favourable response to any audit requests made or mandated by the Supplier on the theme of safety and environment.

Article 21 - Applicable Law / Jurisdiction

The contract and all of its provisions are governed by French law, to the exclusion of any international convention such as the United Nations Convention on Contracts for the International Sale of Goods. Any disputes shall be the handled exclusively by the Commercial Court of Paris, notwithstanding any contrary provisions in the General Conditions of Sale of the Supplier, or any of its commercial documents (confirmation of order, delivery slip, invoices, and so forth).

Article 22 – Prevailing version

The General Purchase Conditions are written in English and in French. Should the English and French versions of these differ, the French version shall prevail.