

## GENERAL TERMS AND CONDITIONS OF PURCHASE FOR RAW MATERIALS

Except in the instance of a specific agreement with the Supplier, the purpose of the general terms and conditions of purchase is to define the general provisions applicable to all Arkema orders or delivery programmes of raw materials or packages (hereinafter the 'Order').

### 1. Order and Acknowledgement of Receipt

Any Order is deemed to be accepted and binding upon Arkema's reception of the acknowledgement of receipt of the Order, without modification or erasure, dated and stamped with the Supplier's company stamp.

Should Arkema fail to receive the duly signed acknowledgement of receipt within a period of seven (7) calendar days from the date of issuance of the Order, then the delivery by the Supplier of all or part of the objects of the Order, if it is accepted by Arkema, is an unconditional acceptance of the Order and of these terms and conditions of purchase by the Supplier.

Insofar as Arkema has not received the acknowledgement of receipt from the Supplier confirming the Order, Arkema is entitled to modify it.

The Order accepted by the Supplier constitutes a firm and definitive undertaking on their part and implies their adherence to these terms and conditions of purchase and a waiver of their general terms and conditions of sale.

Verbal commitments are not enforceable until they have been made the subject of a written agreement.

Any modification made to an Order needs to be formalised in writing in an amendment agreement to this, signed by Arkema and the Supplier.

### 2. Price and Payment

The constitutive elements of the price (base price, VAT scheme, transport, etc.) are specified in the text of the contract (hereinafter the "Contract", defined as the set of contractual documents that govern the Order, namely the purchase order, these terms and conditions of purchase and, if applicable, any special conditions). Unless stipulated otherwise in the Contract, the price is deemed to be firm and non-revisable and payment will be made by bank transfer to a bank account, subject to the execution in accordance with the Order and the acceptance of the invoice by Arkema.

Any delay in the payment of non-disputed Supplier invoices by Arkema upon their due date must be the subject of a formal notice by Arkema. In instances where this would remain without effect and unchallenged for thirty (30) days following its receipt, this delay will cause interest on late payments to accrue, which shall not exceed three times the legal interest rate in force.

Payment of the invoice shall not prejudice the Customer's right to protest in writing any charge billed improperly or any of its other rights.

### 3. Delivery

All deliveries must be made in compliance with the reference to Incoterms or other delivery conditions stipulated in the Purchase Order. Unless indicated otherwise in the Purchase Order, all deliveries must be "Delivered Duty Paid" (DDP), in compliance with Incoterms, most recent edition, to the stipulated location on normal working days and during normal working hours.

The date determined for delivery, which is indicated on the purchase order, is mandatory.

Any event that may delay the order must be immediately brought to the attention of Arkema. The Supplier must

immediately notify Arkema of this event, as well as its probable duration and its impact on delivery times. This notification must be made by e-mail or fax and must then be confirmed by registered letter with acknowledgement of receipt to the address indicated on the purchase order within ten (10) calendar days following the sending of the e-mail or the fax.

Any delay on the part of the Supplier and/or of any third party for whose actions it is responsible shall ipso jure and without the need for advance notification result in the application of penalties if so stipulated in the Contract. These penalties are coercive in character. If a deadline is missed, the Supplier remains liable in full for delivery of the Goods associated with this deadline and shall not be considered released from its obligation by payment of said penalty.

Any Order that would be not delivered within the period specified in the purchase order may also be terminated by Arkema under the conditions laid down in the "Termination" section below, without prejudice to damages and interests that Arkema might claim from the Supplier in compensation for the loss suffered as a result of this failure.

The signing of the delivery order by Arkema cannot be deemed to be a confirmation of the physical delivery and the apparent good condition of the products supplied. It can in no way constitute recognition of the compliance of the products with the specifications of the Order. Arkema reserves the right to notify the Supplier, without reserve, of any loss, damage or non-compliance of the delivered products determined during unpacking or during subsequent inspections.

Before any delivery and within a reasonable period of time, the Supplier shall provide all necessary information regarding the supply of the subject of the Order, in particular with regard to products, their composition, updated safety data sheets translated into the official language of the country of use of the products, and measures for the protection of workers.

### 4. Shipping

The place of delivery is the address on the Order. Parcels must be sent as registered items with acknowledgement of receipt. Products must be provided with labels bearing the Order number. Any consignment shall give rise to a shipping note, which will accompany the product and shall specify:

- the Order number,
- the shipping method,
- the place of destination,
- the designation of the products being shipped and their weight,
- the quantity as an operating unit for each product or item.

The packaging of the products should provide effective and adequate protection to ensure completeness of the quality of the products through to their place of delivery.

Except as provided otherwise in the Order, packaging appropriate to the type of transport provided therein (in particular marking and protection) will be carried out at the cost and risk of the Supplier.

The special conditions of the Order will specify the terms applicable to bulk shipments.

### 5. Acceptance

Receipt by Arkema takes place at the place of delivery as indicated in the Order. Where appropriate, the special conditions relating to each Order set out the acceptance conditions (including delivery of the documents and/or contractual samples).

Should Arkema have reservations, the Supplier undertakes to take the necessary measures to correct any notified anomalies or defects within a period of time as agreed with Arkema.

If a product is refused, Arkema will ask the Supplier if they would prefer to repair or replace the supply. In the event of failure to repair or replace within (7) days of receipt of the request or any other period agreed specifically between the parties, Arkema may replace the Supplier or substitute them with a third Party to perform the necessary operations. In all cases, the Supplier shall bear all costs of replacement or repair, including but not limited to the costs of travel, return to the factory, parts and labour, without prejudice to Arkema's other rights.

## **6. Health, Safety and Environment**

During the delivery of an Order at a location designated by Arkema, the Supplier undertakes to be able to use the French or English language in order to respect and to ensure the respect of its employees, representatives or possible sub-contractors with regard to the rules in force at the site designated by Arkema relating to health, safety, working conditions and the environment, as well as the applicable legislation pertaining to this.

In the event of a violation of any of these rules, the Supplier and/or its subcontractors may be denied access to the delivery site or may be ejected from the site. All consequences of a violation of these rules, including the refusal of access to or ejection from the delivery site shall be borne by the Supplier.

## **7. Invoicing**

Any invoice shall be established in three copies, shall specify the number of the Order and include all the particulars provided for by the laws and regulations applicable to the Order, and in particular, without these examples being regarded as exhaustive, the name and address of parties, their registration number, the date of the sale, the quantities and specific product designations, the price excluding VAT of the products sold and the date of payment. In the case of simultaneous multiple Orders, it will be essential to prepare separate invoices for each Order.

Every invoice must indicate the amount of recoverable or non-recoverable taxes.

Any incomplete or incorrect invoice will be returned to the Supplier.

## **8. Transfer**

The provider is prohibited from transferring the Contract without the prior written consent of Arkema.

## **9. Transfer of ownership and risk**

The passing of the risk and title shall be transferred once the Supplier has fulfilled its delivery obligations (in conformance with the applicable INCOTERMS), unless all or part of the payment has been made before the delivery date, in which case the transfer of title will be made in advance as soon as the products or packages forming the subject of the Order become identifiable. On behalf of Arkema, the Supplier then undertakes to individualise the products or deliverable packages throughout the manufacturing process, as part of the execution of the Order, so that they cannot be confused with their own stocks or other supplies to be delivered to other buyers. The Supplier must also impose these requirements on its own subcontractors. The Supplier waives any right to exercise any other reservation- of-title clause that has not been explicitly accepted by Arkema. The Supplier must guarantee similar waivers by its chain of suppliers and subcontractors.

## **10. Guarantee**

The Supplier guarantees that the products or packages delivered conform in all respects to the Order placed by Arkema and to the specifications of the product or package forming the subject(s) of the Order, and are free from defects and free of any lien, security or collateral.

The Supplier cannot claim a possible lack of accuracy in the Contract.

The Supplier may not modify their manufacturing process without the prior written consent of Arkema.

The Supplier guarantees, for a minimum period of twenty-four (24) months from date of actual delivery of the supply or any other period agreed between the parties, that this will be free of defects, faults, contamination, and abnormal wear and tear of any kind whatsoever. In the event of lack of conformity, latent defect, contamination or abnormal wear and tear of any kind whatsoever, Arkema will ask the Supplier if they would prefer to repair or replace the supply. In the event of failure to repair or replace within (7) days of receipt of the request or any other period agreed specifically between the parties, Arkema may replace the Supplier or substitute them with a third Party to perform the necessary operations. In all cases, the Supplier shall bear all costs of replacement or repair, including but not limited to the costs of travel, return to the factory, parts and labour, without prejudice to the Customer's other rights.

Any repair or replacement of the supply under warranty gives rise to a new guarantee of a minimum of twenty-four (24) months from the date of actual delivery of the supply being replaced or repaired, or any other time expressly agreed between the parties. The Supplier undertakes to comply with the legal and regulatory obligations in force concerning the packaging and labelling of materials and packaging to be delivered pursuant to the provisions of the Order. They are to inform Arkema of any special conditions of storage necessary for their proper conservation.

In any event, the Supplier undertakes to comply with the laws, regulations, codes and standards emanating from any authority or competent body relating to the manufacture and sale of products, such as, but not limited to, regulations pertaining to health and safety, compliance of which forms an integral part of the contractual obligations of the Supplier.

## **11. Audit**

Upon condition of warning the Supplier within a reasonable time, Arkema reserves the right to perform audits at any of the Supplier's facilities, its possible sub-contractors or any other site during the execution of the Order.

These audits will include compliance with all the obligations of the Supplier, whether they be contractual, regulatory, normative or applicable to professional good practice.

These audits conducted by Arkema do not diminish the contractual liability of the Supplier, in particular with reference to the scope of their own controls, and do not affect the right of Arkema to refuse all or part of the Order at the time of delivery. The Supplier will provide any assistance necessary to Arkema to perform these audits.

## **12. Insurance**

The Supplier undertakes to take out and maintain, at their own expense, any necessary insurance to cover the responsibilities that it incurs due to execution of the Order, for all tangible, material and immaterial damages.

If the Supplier uses subcontractors it must satisfy this obligation either by contracting the necessary insurance coverage on behalf of its subcontractors or by ensuring, on its own responsibility, that its subcontractors contract the same insurance coverage.

In particular, the Supplier guarantees that he is covered by a civil liability insurance for both "operation" and "post-

delivery/post-work" with cover for each of these of a minimum of two million, five hundred thousand euros per claim and per year (all combined damages) including five hundred thousand euros alone for non-consequential immaterial damage, insurance covering damage caused to their staff when the Supplier is located in a country where there is no legal social security system, as well as any insurance obligatory as per legislation and applicable regulations.

Before execution of the Order and upon every renewal of the insurance policies required throughout the duration of the Contract, the Supplier will submit to Arkema the relevant certificate(s) of insurance from the insurer or insurance broker, confirming the existence of the insurance taken out, the amounts insured, the nature of the covers and the warranty period of the policy or policies.

The amount of insurance listed above does not constitute the limitation of liability of the Supplier.

### **13. Responsibility**

Each Party is responsible for any damage that the Party itself, its staff, its representatives and any possible sub-contractors cause to the other Party or to third parties due to the execution of the Order. Each Party must hold the other Party and its insurers harmless against all damage and/or liability that said other Party may be required to bear on this account.

### **14. Force majeure**

The Parties concerned may not be held liable for any failure to perform their respective obligations resulting from any event that is unstoppable, unforeseeable and beyond their control, in particular within the meaning of Article 1148 of the Civil Code for Contracts or Orders executed in France. Force majeure releases the party that invokes it from its contractual obligations only to the extent and for the length of time it is prevented from performing them. Each party shall pay all expenses incurred by it that result from the event of force majeure. In no case shall strikes by the employees of either party, and for the Supplier strikes by its subcontractors or suppliers, if any, release either party from its liability for delay or default. The party affected by a force majeure event shall immediately notify the other Party of this by email, confirmed by registered letter with acknowledgement of receipt, producing all relevant justification and evidence. The other party reserves the right to verify the reality of the event. The party that invokes force majeure must do everything in its power to reduce, as far as possible, the damaging effects resulting from this situation.

In the event where an event of force majeure would lead to the termination of the Order, the Supplier shall refund Arkema any sums already paid in advance in respect of the Order that do not correspond to supplies already delivered at the time of the occurrence of the force majeure.

### **15. Termination**

Each Party may terminate the Contract or the Framework Contract ipso jure in the event of a default of an obligation for which the other Party is responsible if notice sent via registered mail with an acknowledgement of receipt has not cured the default within a period of fifteen (15) days. Arkema reserves the right to terminate ipso jure the Order without prior notice (i) in the event of defects or repeated shortcomings of the Supplier as referred to in the preceding paragraph, or (ii) due to the failure of the Supplier to adhere to any health and safety regulations, environmental regulations or the fight against illegal labour or (iii) in any other case of termination as provided for in the Order. This termination becomes effective upon receipt by the Supplier/Service Provider of the notification of termination.

Upon termination of the Order for breach attributable to the Supplier, the latter shall immediately repay Arkema all sums already paid insofar as they exceed the value of the goods or packages already received and declared compliant by Arkema upon the date of termination. In addition, Arkema can make the Supplier bear any additional costs necessary for the completion of the supply by Arkema itself or by a third party.

Termination of the Order by one Party pursuant to this clause is without prejudice to its right to claim damages and interest payable, as well as the reimbursement of all sums paid in advance.

### **16. Intellectual property**

The Supplier guarantees that the delivered products are not likely to give rise to any claim of industrial or artistic property. The Supplier shall be responsible for all infringement actions or other actions that could be commenced; where appropriate, they shall reimburse the amounts that will be incurred in opposing actions against Arkema.

### **17. Confidentiality**

The documents or information exchanged between the parties or that may come into the Supplier's possession on the occasion of the Contract, as well as all the elements created by the Supplier in the performance of the Contract must be kept strictly confidential. This confidentiality also pertains to personal data of which the Supplier might have knowledge and they are prohibited from exploiting, disseminating, disclosing it, etc... In this respect, the Supplier undertakes to comply with the regulation on the protection of personal data in force in the country in which the Contract is executed.

However, neither party may be held liable for the disclosure of information if the information in question is in the public domain or was obtained via other non-fraudulent sources. Likewise, the concepts and know-how acquired by the Supplier in the framework of the performance of the Contract are not subject to this confidentiality obligation. Each party must respect this confidentiality obligation for the entire period of performance of the Contract and for the three

(3) years following its expiry or termination, and impose an identical requirement on its employees.

The Supplier must guarantee that this obligation is also respected by its subcontractors and their employees. The Supplier must return to Arkema all documents and data, as well as any copies it has made and has or may have retained in the context of the performance of the Contract as soon as the Contract expires, is cancelled or terminated.

### **18. The REACH regulation**

The Supplier undertakes to ensure that products provided or used within the framework of this Order are in accordance with the provisions of the REACH Regulation (Regulation EC No 1907/2006 of the European Parliament and of the Council) and to forward to Arkema without delay, information pertaining to, and proof of, such compliance.

### **19. Suppliers' Code of Conduct**

The Supplier acknowledges they are aware of the "Code of Conduct of Suppliers" of the Arkema group that can be found at: <http://www.arkema.com/fr/responsabilite-societale/ethique-et-integrite/index.html> and undertakes to respect it or enforce it with any possible sub-contractors.

Accordingly, the Supplier defends, indemnifies and holds Arkema harmless from the financial consequences that could

result from failure to comply with the obligations of this Code of Conduct.

## **20. Fight against concealed work**

### **20.1 Contract or Order executed in France**

If the Contract or any Order placed in application thereof is performed in France, the Supplier/Service Provider declares, in the terms set out in Appendix 1, that it operates and employs staff employed under conditions complying with the applicable legislation and regulations. In addition, in the case of a provision of services, the Supplier will meet the documentary obligations applicable to his situation and referred in Appendix 2.

In particular, upon the conclusion of the Contract and upon any Order of supplies made in France, the Supplier shall submit to Arkema the documents referred to, depending on whether they are established in France or abroad, as per articles D. 8222 5 or

D. 8222-7 of the Employment Code, as well as the information referred to in articles D. 8254-2 and following of the same code, according to the periodicity in force and until full completion of the Contract.

No later than seven (7) days prior to the intervention of workers temporarily posted to France for the performance of the Contract and execution of any Order, the Supplier/Service Provider will hand over to Arkema a copy of the declaration for the competent Labour Inspectorate, as well as the document in which it designates its representative on the national territory, to ensure the liaison with control officers.

In case of subcontracting, the Service Provider shall in any event comply with the provisions of this Article and obtain the above documents and information from the subcontractor(s). The Service Provider shall send Arkema a copy of these documents immediately after receiving them.

### **20.2 Contract or Order performed outside of France**

If the Contract or any Order placed in application thereof is performed outside of France, the Supplier/Service Provider declares that it operates and employs staff employed under conditions complying with the applicable labour and social protection legislation and regulations within the own country of the Supplier.

The Supplier/Service Provider shall ensure that any third Party, including sub-contractors working under its responsibility, conforms to these regulations and will be able to substantiate the same to the Customer.

**20.3** In case of violation of any of the provisions as provided under this article, the access or stay of the Supplier and/or any third party under its responsibility including subcontractors within the premises or sites of the Customer may be withheld by the Customer.

## **21. Subcontractors**

The Supplier cannot, under any circumstances, subcontract all of the services constituting the supply. If the Service Provider intends to assign some of the Works and Services to a subcontractor, it must:

- for each of its suppliers, notify Arkema in advance and in writing, specifying the type and origin of the goods to be supplied and their compliance with the applicable laws and regulations;
- for each of its subcontractors, receive prior written consent from Arkema and warrant that the subcontractor is in compliance with all applicable laws and regulations. Any

request for agreement shall specify, in particular, the nature and scale of the Works and Services that it plans to subcontract, the qualification of the subcontractor presented and the commitments made with respect to the fight against undeclared work in accordance with Article 20 of this Contract, and if appropriate in Appendices 1 and 2. The Service Provider must prohibit its subcontractors from subcontracting in turn all or part of the Works and Services that are subcontracted to them by the Service Provider, without approval from Arkema under the conditions set forth above.

Any violation of the Service Provider's obligations in the area of subcontracting shall be grounds for Arkema to immediately suspend all payments to the Service Provider as long as the latter is not in compliance with said obligations, without prejudice to Arkema's right to terminate the Contract and/or the Framework Contract under the conditions set forth in Article

15. The Supplier must guarantee the Customer and hold it harmless from any claims by its subcontractors and/or suppliers or their employees.

## **22. Conflict Minerals**

The Supplier guarantees (a) that the products that are the subject of the Order do not contain any gold, tin, tantalum, and tungsten (hereinafter the "conflict minerals"), or (b) if the subjects of the Order contain them, these conflict minerals are "conflict free", either (a) because they do not originate from Democratic Republic of the Congo, the Republic of the Congo, the Central African Republic, South Sudan, the Zambia, Angola, Tanzania, Burundi, Rwanda, or Uganda or (b) because they come from foundries that have been certified as "conflict free". This guarantee is required to allow Arkema to respect its commitment to responsible sourcing as well as the information obligations of its clients derived from section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Accordingly, the Supplier defends, indemnifies and holds Arkema harmless from any damage that might result from a violation of this guarantee as pertaining to the conflict minerals.

## **23. Miscellaneous clauses**

### **- Independence of the Parties**

The Contract is entered into by independent parties. None of its clauses may be interpreted as giving either of the Parties authority or power of attorney to act in the name of the other Party or as creating any association or company between the Parties or establishing solidarity between them.

### **- Partial Invalidity**

If any provision of the Contract is or becomes illegal or unenforceable under any rule of law or court decision, the provision in question shall be considered null and void without thereby resulting in the nullification of the remainder of the Contract. If the provision in question is an essential provision of the Contract, the parties shall negotiate a supplemental agreement in good faith.

### **- Non-waiver**

Any default by one of the parties of any of its obligations resulting from the Contract that is not noted by the other party, regardless of its scope or duration, may not be considered a waiver by the other party of its rights or as excusing the defaulting party from retroactively curing its default and in the future performing the obligation or obligations in question subject to the terms and conditions of the Contract.

### **- Reference to Arkema's trademarks and names**

The Supplier does not have the right to use or refer to the trade names and trademarks of the Customer's group for any purpose whatever without prior written and explicit permission from the Customer.

### **- Prior warning**

The Supplier must notify Arkema in writing of any situation in which it is involved that may threaten the proper performance of the Contract, including but not limited to insolvency or bankruptcy procedures or any other equivalent situation such as the dissolution or sale or part or all of its business.

#### **24. Governing Law - Jurisdiction**

24.1 Contract or Order entered into with Arkema  
France

The Contract and/or the Framework Contract are subject to French law. Any dispute relating to the Framework Contract or Contract will first be subject to an attempted amicable settlement between the parties. Failing an amicable settlement, any dispute shall be brought before the Tribunal of Commerce of Nanterre (France)

24.2 Contract or Order entered into with another entity of the Arkema Group

The Contract and/or the Framework Contract are subject to the applicable law of the country where the entity of the Arkema Group is registered. Any dispute relating to the Framework Contract or Contract will first be subject to an attempted amicable settlement between the parties. Failing an amicable settlement, any dispute shall be brought before the competent court located where the entity of the Arkema Group is registered.

24.3 The Customer and the Supplier/Service Provider explicitly waive the application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on April 11, 1980.

July 2016

---

Appendix 1 to the General Purchase Conditions

DECLARATION OF COMPLIANCE

....., a ..... company with a capital of  
....., having its registered office at  
..... and registered with the  
..... Registry of Trade and Companies under number  
....., (hereinafter "the Company")

Represented by ....., in his capacity as ....., duly authorised  
for these purposes,

States that for the purposes of the performance of the Contract in France and any  
Order placed in application thereof by the Customer:

1. the Company makes all mandatory declarations to the social security bodies and tax administration, and therefore carries out its activity in conditions which exclude the offence of undeclared work by the non-declaration of its business activities;
2. the Company complies with pre-hiring declaration formalities and with the obligations to issue a pay slip indicating the number of hours actually worked. Its staff is therefore employed in conditions which exclude the offence of undeclared work by the non-declaration of paid employees;
3. in case the Contract or the Order includes provision of services, the Company will send the Customer all documents referred to in Articles D. 8222-5 or D. 8222-7 of the Labour Code, depending on whether it is established in France or abroad, according to the frequency required by the legislation until full execution of the Contract or of the Order;
4. in the event where the Company uses foreign employees subject to a work permit, for the entire duration of their intervention, each of them will be authorised to perform a professional activity and will have, in particular, documents constituting the necessary work permit which they will hand over to the Customer, indicating a nominative list showing the hiring date and nationality the type of work permit and the number thereof(Article D. 8254-2 *et seq.* of the Labour Code);

5. that prior to the use of workers who are not part of its own staff, the Company will make the prior request to the Customer, in accordance with the provisions of the General Purchase Conditions relating to subcontracting and will ensure that this use strictly complies with the legal and regulatory obligations in force relating to labour law, social protection and tax matters, and also remains within the contractually specified limits; in this case, the Company will obtain from the employer of the workers concerned any supporting document relating to the fight against undeclared work, including a document reproducing these terms and the documents referred to in Appendix 2;
6. that in case of the transnational posting of workers in application of Article L. 1262-1 of the Labour Code, the Company will comply with its obligations as regards compliance with the hard core of the legal and contractual rules applicable to these workers in the areas listed in Article L. 1262-3 of the Labour Code, and provide the Customer with a copy of the declaration to the Labour Inspectorate in the place of performance of the Works and Services, as well as the document in which the employer designates its representative in France, no later than 7 days prior to any intervention by these workers. It will also ensure that these same rules are also observed by any subcontractors it may use, with the Customer's prior approval.

Done in ..... on .....

(stamp and signature of the company's authorised representative)

**DOCUMENTS CONCERNING THE FIGHT AGAINST UNDECLARED WORK**

**In line with its core values as reproduced in its Code of Conduct, Arkema wants its relationships with the customers and suppliers of the Group companies to be based and developed on trust and compliance with the applicable legal and contractual provisions. In this context, the Supplier/Service Provider warrants the regularity of its status under these rules, and in particular certifies that it complies with the obligations incumbent on it in relation to the fight against undeclared work.**

**In addition, when the Contract or any Order placed in application thereof is performed in France, the supporting documents to be provided, unless another period is stated, on the conclusion of the Contract and each Order then every six months until their complete execution, are the following:**

**1 Suppliers/Service Providers (including in case of subcontracting authorised by Arkema) established in France**

- A certificate of **provision of social declarations and payment of social security contributions** as provided for in Article L. 245-15 of the Social Security Code issued by the URSSAF, less than six months old,
  
- When the registration of the Supplier/Service Provider in the Registry of Trade and Companies or Trade Register is mandatory, **one of the following documents**:
  - an original copy of the extract of the Supplier's/Service Provider's registration with the Registry of Trade and Companies (K or K bis) less than six months old,
  - a copy of the identity card evidencing the Supplier's/Service Provider's registration in the Trade Register,
  - an estimate, advertising document or professional correspondence of the Supplier/Service Provider mentioning the name or company name, the full address and the registration number in the Registry of Trade and Companies or Trade Register or the reference of the approval issued by the competent authority.
  
- In case of the **transnational posting of worker(s)** under Article L. 1261-3 of the Labour Code, a copy of the declaration for the Labour Inspectorate in the place of performance of the Works and Services and the document which designates the Supplier's/Service Provider's representative in France responsible for liaising with control officers, **no later than 7 days before any intervention**, and

- The nominative list of **foreign employees subject to a work permit** employed by the Service Provider, which must indicate the date of hiring, nationality, type and number of the document constituting a work permit.

## **2 Suppliers/Service Providers (including in case of subcontracting authorised by Arkema) established abroad**

- A document showing the **individual VAT number** assigned to the Supplier/Service Provider in application of Article 286 ter of the French Tax Code or, if it is not required to have such a number, a document indicating its identity and address or, where applicable, the contact details of its tax representative in France,
- A **document certifying the regulatory of the Supplier's/Service Provider's social situation** under Regulation (EC) n° 883/2004 of April 29, 2004 and/or an international social security agreement and, where the laws of its country of domicile so provide, a document issued by the body in charge of the mandatory social scheme, indicating that the Supplier/Service Provider is up to date with its social declarations and payment of the related contributions, or a similar document or, otherwise, a certificate of provision of social declarations and payment of social security contributions issued by the URSSAF. All of these documents must be less than six months old.
- When the registration of the Supplier/Service Provider in a professional register is mandatory in its country of establishment or domicile, **one of the following documents of** less than six months old.
  - :
  - a document from the authorities holding the professional register or an equivalent document certifying the registration,
  - an estimate, advertising document or professional correspondence, mentioning the trade name or the company name, full address and nature of the registration in the professional register.
- In case of the **transnational posting of worker(s)** under Article L. 1261-3 of the Labour Code, a copy of the declaration to the Labour Inspectorate in the place of performance of the Works and Services and the document which designates the Supplier's/Service Provider's representative in France responsible for liaising with control officers, **no later than 7 days before any intervention**, and
- The nominative list of **foreign employees subject to a work permit** employed by the Service Provider within the scope of a Contract or Order, which must indicate the date of hiring, nationality, type and number of the document constituting a work permit.

When the above documents are not in French, the Supplier/Service Provider shall also hand over a certified French translation.

# BOSTIK LTD UK

## General Terms and Conditions

### INTRODUCTION

These general terms and conditions (the “**GTC**”) are the tool by means of which, Bostik Ltd UK, issue purchase orders to their suppliers and service providers.

To respond to a need expressed by Bostik Ltd UK, the Parties must agree on the conditions for the performance of a Contract (see below, definition of a “**Contract**”)

The purpose of these GTC is to govern contracts both for the purchase of goods and contracts for the execution of works and services. For this purpose, the GTC are divided into three chapters: The first contains the articles that apply without distinction to both types of contracts, the second contains the articles that apply strictly to contracts for the supply of goods (see definition of “**Goods**” below) and the third contains those that apply only to contracts for works and services (see below, definition of “**Works and Services**”).

### CHAPTER 1 – ARTICLES COMMON TO ALL AGREEMENTS

#### Article 1 – DEFINITIONS

---

**Customer:** Bostik Ltd, Common Road Works, Common Road, Stafford, England, ST16 3EH. Company Registration 68328, VAT Registration GB113753783 part of the ARKEMA Group.

**Purchase Order:** paper or electronic document in which the Customer orders the Goods/Works and Services from the Supplier/Service Provider.

The Purchase Order includes the following information in particular:

- the description (quality and quantity) of the Works and Services and/or the Goods which are the subject of the Agreement,
- the date and place of delivery of the Goods or acceptance of the Works and Services ordered,
- if necessary, identification of the site of execution of the Works and Services,
- the Customer’s individual identification data,

**Contract:** means either (i) the agreement of sale by which the Supplier undertakes to sell the Goods to the Customer or (ii) the services agreement by which the Service Provider undertakes to execute the Works and Services for the Customer.

**Contractual Documents:** the set of contractual documents that govern the Contract and consists;

- 1) the Purchase Order, supplemented as appropriate by one or more Work Orders,
- 2) the Supplier’s/Service Provider’s documents, if any, that the Customer explicitly agrees to include among the Contractual Documents.

When the Contract relates to the execution of Works and Services relative to a single Site, although at the time the Contract is entered into it is impossible to precisely determine the execution procedures – such as the exact timetable or the description of the Works and Services to be executed for each activity requested of the Service Provider - the Purchase Order must be supplemented by one or more Work Orders (which do not require the issue of a new Purchase Order) that contain the specifications necessary for the execution of all or some of said Works and Services.

**Supplier/Service Provider:** Designated as such in Chapter 1, entitled “Supplier”, in Chapter 2 and “Service Provider” in Chapter 3.

**Goods:** any item, product or item of equipment, including as appropriate the associated documents and ancillary installation services as defined in the Contractual Documents.

**Parties or Party:** the Customer and/or the Supplier/Service Provider.

**Acceptance:** the acceptance by the Customer of the Works and Services as stipulated in the first paragraph of Article 25.

**Site:** the Customer’s establishment specified for the delivery of the Goods or at which the Works and Services will be accepted.

**Work and Services:** any work and/or service to be executed by the Service Provider and any item (including but not limited to goods, equipment, material and associated documents) to be supplied by the Service Provider as described in the Contractual Documents.

## Article 2 – ACCEPTANCE AND FORMATION OF THE CONTRACT

---

### 2.1 – Acceptance formalities

Every Contract must be in writing (as well as any amendment relating to it) and must result in the issue of a Purchase Order. Verbal commitments are not enforceable until they have been made the subject of a written agreement. In the absence of explicit acceptance of the GTC, the start of execution or participation in a call for bids shall be deemed acceptance of the GTC. The Contractual Documents represent all of the agreements entered into between the Parties relative to the subject of the Agreement.

The Supplier/Service Provider must acknowledge receipt of the Purchase Order (“Acknowledgement of Receipt of Purchase Order”) and send to the Customer, within seven (7) days after the dispatch of the Purchase Order.

The GTC take precedence over all general conditions contained in the invoices and other documents from the Supplier/Service Provider and apply unless they are overruled by any provision of laws or applicable regulations.

Unless stipulated otherwise, the existence of the Contract does not guarantee any exclusivity in favour of the Supplier/Service Provider.

### 2.2 – Paperless transactions

If the Parties so specify, the Purchase Order can be issued in paperless form provided that the Parties have previously:

- Guaranteed the identification, the integrity and in general the security of all the messages they exchange in the context of the Contract or Contracts, so that in particular the electronic Purchase Order and the Acknowledgement of Receipt of the Purchase Order (in its electronic form) constitute an electronic signature which between the Parties has the same value as a handwritten signature and constitutes proof of the Purchase Order and its acceptance by the Supplier/Service Provider;
- Acknowledged that the electronic logs preserved in the Customer’s computer systems under reasonable security conditions shall be considered evidence of all of the electronic messages exchanged between the parties and therefore have explicitly waived any right to question the appropriateness of these choices or on this basis to challenge an obligation contracted on the basis of an exchange of electronic messages retained under the conditions defined above.

## Article 3 – MODIFICATIONS TO THE GOODS/WORKS AND SERVICES

---

The Customer may request the Supplier/Service Provider in writing to make modifications to the Goods/Works and Services initially defined in the Contractual Documents.

The Supplier/Service Provider must notify the Customer as quickly as possible, and not later than seven (7) days counting from the Customer’s request, of any new deadlines for the performance of the Contract and in general of any other direct effect of these modifications. The Supplier/Service Provider may make the corresponding modifications only after it has received prior written consent from the Customer concerning the modifications of the terms of performance of said Contract.

## Article 4 – PRICING – INVOICING AND PAYMENT TERMS

---

The prices indicated in the Purchase Order do not include VAT. No additional charges can be invoiced without prior written consent from the Customer. The prices are lump-sum, fixed and not subject to revision. The lump-sum prices include all the expenses incurred for the realization of the supply as specified in the Agreement. The Supplier must bear all costs relative to duties, taxes, royalties and deductions it is required to pay.

The invoices prepared by the Supplier must be made out to the name of the Customer and transmitted to the address indicated in the Purchase Order, with an indication of the Purchase Order number and references. The invoices must be denominated in the currency stipulated in the Purchase Order.

Invoices shall be paid provided that the Goods have been delivered and acknowledged by the Customer to be in conformance with the specifications. If so, invoices shall be paid, unless stipulated otherwise in the Purchase Order, not later than sixty (60) days after the date of the invoice.

Payment shall be made by bank transfer to a specified bank account.

Payment of the invoice shall not prejudice the Customer’s right to protest in writing any charge billed improperly or any of its other rights.

If the Customer disputes one or more items in the invoice, the obligation to pay the amount in dispute is suspended and no late penalties may be applied. The Customer must send a memorandum explaining its position before the contractual payment date of the invoice. The Supplier must then issue a credit note cancelling the disputed invoice and a new invoice for the undisputed items.

## Article 5 – COMPLIANCE WITH EXECUTION OR DELIVERY DEADLINES

---

**5.1** If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- 5.1.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 5.1.2** to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 5.1.3** to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
- 5.1.4** to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- 5.1.5** to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

**5.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in the Purchase Order, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:

- 5.2.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 5.2.2** to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- 5.2.3** to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 5.2.4** to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- 5.2.5** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- 5.2.6** to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with the Purchase Order.

**5.3** If the Supplier has supplied Services that do not comply with the requirements of the Purchase Order then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:

- 5.3.1** to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 5.3.2** to return any Works to the Supplier at the Supplier's own risk and expense;
- 5.3.3** to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
- 5.3.4** to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- 5.3.5** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- 5.3.6** to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with the Purchase Order.

**5.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**5.5** The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## Article 6 – LIABILITY

---

Each Party is liable for all bodily injury or damage to the other party or to third parties caused by it, its employees, its representatives and its subcontractors, if any, on account of the Goods or the Works and Services and/or the performance of the Contract. Each Party must hold the other Party and its insurers harmless against all damage and/or liability that said other Party may be required to bear on this account.

## Article 7 - FORCE MAJEURE

---

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Contract where and to the extent that such failure or delay arises out of acts, events, omissions or accidents outside the reasonable control of the party (“**Force Majeure Event**”) including but not limited to: acts of God, acts of the public enemy, acts of the government in either its sovereign or proprietary capacity, fires, floods, epidemics, quarantine restrictions, terrorist actions.

Notwithstanding the above, strikes and labour disputes shall not constitute an excusable delay for either party.

In order to rely on this Article 8 the affected party shall promptly upon becoming aware of a Force Majeure Event notify the other party of the occurrence and shall subsequently give particulars to a reasonable level of detail in writing to the other party of the facts or circumstances giving rise to such Force Majeure Event within ten (10) Business Days of becoming aware of the occurrence and thereafter in respect of successive occurrence and shall further demonstrate that it has and is taking all reasonable measures to mitigate the impact of such Force Majeure Event.

Upon conclusion of a Force Majeure Event the affected party shall immediately notify the other party and resume performance of any obligation under this Contract which had been prevented or delayed by the Force Majeure Event.

In the event of Force Majeure continuing for thirty (30) days or more the parties shall consult and agree upon a course of action, which may include the termination of this Contract.

## Article 8 - INSURANCE

---

The Supplier must contract at its own expense and keep in force all insurance necessary to cover all risks that are likely to occur during the performance of the Agreement, the fabrication of the equipment or the execution of the works or services supplied or performed, including during any potential extension of the Agreement. If the Supplier uses subcontractors it must satisfy this obligation either by contracting the necessary insurance coverage on behalf of its subcontractors or by ensuring, on its own responsibility, that its subcontractors contract the same insurance coverage.

The Supplier must contract the following types of insurance coverage at its own expense and keep them in force for the performance of the Contract, including any potential extensions thereof:

- Insurance covering its “operations” and “completed operations” and/or “professional” liability for bodily injury, property and pecuniary damage,
- Insurance covering injuries to its employees if the Supplier/Service Provider is located in a country where there is no legal social insurance system,
- As well as any insurance required by law and the applicable regulations.

Unless higher coverage amounts have been agreed upon between the parties, the minimum amount of coverage for the “operations” and coverage for “completed operations” liability is for each of them two million five hundred thousand pound sterling per event and per year (all types of damage and injury combined), of which five hundred thousand pound sterling must be for non-consecutive pecuniary damage only.

The minimum amount of coverage for the “professional” liability is two million five hundred thousand pound sterling per event and per year.

Before performance of the Contract begins, and on the occasion of each renewal of the insurance policies required for the life of the Contract, the Supplier/Service Provider must submit to the Customer one or more insurance certificates issued by its insurer or its broker certifying the existence of the insurance purchased, the amount of coverage, the type of coverage and the term of the policy or policies.

The amounts of the insurance coverage indicated above do not constitute any limitation of the Supplier's liability.

## Article 9 – ASSIGNMENT – CHANGE OF CONTROL

---

The Supplier does not have the right to assign the Contract to third parties, in whole or in part, without prior written consent from the Customer.

The Supplier must immediately inform the Customer in the event of an assignment as part of a contribution to partnership assets in a company that is not controlled by the Supplier, merger with a company that is not part of the same group as the Supplier or in the event of a change of control. Within thirty (30) days following the dispatch of this notification the Customer may cancel the Contract with advance notice of one (1) month and without owing any indemnity.

In all cases of transfer of the benefit of the Contract to third parties, all of the Customer's rights under this Contract, including the right to demand compensation for damage and injury, may be enforced against the third party to which the Contract has been transferred. Unless stipulated otherwise in the Contract, the Supplier remains liable jointly, vis-à-vis the Customer, for the complete performance of the Contract.

## Article 10 – INTELLECTUAL PROPERTY – INFRINGEMENT

---

### 10.1 – Intellectual property

#### 10.1.1 – Specific Elements

Without the need for any other information on this subject in the Contractual Documents, the price includes the acquisition of the intellectual property relating to the Specific Elements realized by the Supplier/Service Provider or any subcontractor and delivered to the Customer (including but not limited to drawings, studies, manuals and documents). Consequently, the Supplier/Service Provider assigns and guarantees the assignment by its subcontractors, if any, exclusively to the Customer of all the rights to use these Specific Elements, including but not limited to rights of reproduction, representation, translation, adaptation, sale and marketing in all media and for all types of use. This transfer is for the life of the intellectual property rights, in all countries and in all languages. This transfer of intellectual property shall take place with the realization of these Specific Elements.

#### 10.1.2 – Other non-Specific Elements subject to intellectual property rights

If the Goods/Works and Services include non-Specific Elements that are protected by intellectual property (including but not limited to non-specific drawings, manuals, documents and software), the Supplier/Service Provider must give the Customer and any entities of the Customer's group that may be beneficiaries of the Agreement, a personal and non-exclusive right of reproduction, representation, translation and adaptation for said non-Specific Elements for its own requirements of use. These rights are granted for the life of the intellectual property protection, for all countries and all media.

In the event of an assignment by the Customer to a third party of the Goods, item of equipment or an asset that incorporates or utilizes a non-Specific Element, the Customer's right of use as defined above shall also be assigned to the third-party assignee at no additional charge.

### 10.2 - Infringement

The Supplier must indemnify the Customer and hold it harmless against any claim or legal action brought by third parties during or after the performance of the Contract on the grounds of a violation of their rights, including but not limited to intellectual property rights, provided that the Supplier has been duly notified and that the alleged infringement does not relate to modifications to the Goods made by the Customer without prior permission from the Supplier or elements incorporated in the Goods by the Customer without prior authorization from the Supplier. If necessary, the parties must keep each other informed and consult with each other regularly on the progress of the litigation. All costs and fees advanced by the Customer, as well as all indemnities and damage the Customer may be ordered to pay, shall be borne in their entirety by the Supplier.

The Supplier shall indemnify the Customer against all consequences of the litigation. It must put an end to any disturbance caused by the alleged infringement and the consequences of the infringement of intellectual property rights experienced by the Customer, at the latter's option:

- Either by supplying at its own expense an element equivalent to the allegedly infringing element, within a length of time deemed compatible by the Customer with its activity,
- Or by obtaining, at its own expense and for the Customer, a license to continue to use the allegedly infringing element for a length of time deemed compatible by the Customer with its activity,
- Or by reimbursing to the Customer all of the sums paid under the Contract.

The above provisions are without prejudice to the Customer's right to claim damages from the Supplier and/or to cancel the Contract under the conditions set forth in Article 14.

## Article 11 – QUALITY

---

### 11.1 – Inspections and/or quality audit

The Supplier/Service Provider must have a quality management system. On condition that the Supplier/Service Provider is notified three (3) days in advance, the Customer or its representative has the right to conduct quality audits or inspections on Site in the Supplier/Service Provider's areas of activity or in its production facilities. The Supplier/Service Provider must give the Customer the assistance necessary for the performance of these quality audits and/or inspections.

### 11.2 – Tracking

The Supplier/Service Provider must provide the Customer, in response to a written request from the Customer, with all the information enabling it to identify the origin, place and date of fabrication of the Goods or the elements that make up the Goods or the Works and Services, the quality controls performed and all other pertinent information as well as serial numbers or batch numbers, if appropriate.

## Article 12 - CONFIDENTIALITY

---

The documents or information exchanged between the parties or that may come into the Supplier's possession on the occasion of the Contract, as well as all the elements created by the Supplier in the performance of the Contract must be kept strictly confidential. This confidentiality also applies to all personal information that may come into the Supplier's possession, which may not be used for its own purposes, disseminated, disclosed etc. In this respect, the Supplier must comply with the regulations in force governing the protection of personal data in the countries in which the Contract is performed.

However, neither party may be held liable for the disclosure of information if the information in question is in the public domain or was obtained via other non-fraudulent sources. Likewise, the concepts and know-how acquired by the Supplier in the framework of the performance of the Contract are not subject to this confidentiality obligation.

Each party must respect this confidentiality obligation for the entire period of performance of the Contract and for the three (3) years following its expiry or termination, and impose an identical requirement on its employees.

The Supplier must guarantee that this obligation is also respected by its subcontractors and their employees. The Supplier must return to the Customer all documents and data, as well as any copies it has made and has or may have retained in the context of the performance of the Contract as soon as the Contract expires, is cancelled or terminated.

## Article 13 - TERMINATION

---

**13.1** Each Party may terminate the Contract in the event of a default of an obligation for which the other Party is responsible if notice sent via registered mail with an acknowledgement of receipt has not cured the default within a period of fifteen (15) days.

**13.2** The Customer has the right to terminate the Contract without prior notice (i) in the event of repeated defaults or violations on the part of the Supplier/Service Provider as stipulated in Article 14.1, or (ii) on the grounds of violation(s) by the Supplier/Service Provider of one or more of regulations governing occupational safety and health or the protection of the environment, fight against undeclared work or (iii) in any other case of termination stipulated in the Contractual Documents. This termination becomes effective upon receipt by the Supplier/Service Provider of the notification of termination.

**13.3** In the event of the termination of the Contract for default on the part of the Supplier/Service Provider, the latter must immediately reimburse the Customer for all sums already paid to the extent that they exceed the value of the Goods/Works and Services already received and declared in conformance by the Customer as of the date of termination. The Supplier/Service Provider may also be required by the Customer to bear all potential increased costs required for the completion of the Goods/Works and Services by the Customer itself or by a third party.

Termination of the Contract by one Party in application of this clause is without prejudice to its right to claim damages as well as the reimbursement of all sums paid in advance

## Article 14 - GOVERNING LAW - JURISDICTION

---

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## Article 15 – MISCELLANEOUS CLAUSES

---

### 15.1 – Independence of the Parties

The Contract is entered into by independent parties. None of its clauses may be interpreted as giving either of the Parties authority or power of attorney to act in the name of the other Party or as creating any association or company between the Parties or establishing solidarity between them.

### 15.2 – Severability / Partial Invalidity

If any provision of the Contract is or becomes illegal or unenforceable under any rule of law or court decision, the provision in question shall be considered null and void without thereby resulting in the nullification of the remainder of the Contract. If the provision in question is an essential provision of the Contract, the parties shall negotiate a supplemental agreement in good faith.

### 15.3 - Non-waiver

Any default by one of the parties of any of its obligations resulting from the Contract that is not noted by the other party, regardless of its scope or duration, may not be considered a waiver by the other party of its rights or as excusing the defaulting party from retroactively curing its default and in the future performing the obligation or obligations in question subject to the terms and conditions of the Contract.

### 15.4- Reference to the Customer's trademarks and names

The Supplier does not have the right to use or refer to the trade names and trademarks of the Customer's group for any purpose whatever without prior written and explicit permission from the Customer.

### 15.5 – Prior warning

The Supplier must notify the Customer in writing of any situation in which it is involved that may threaten the proper performance of the Contract, including but not limited to insolvency or bankruptcy procedures or any other equivalent situation such as the dissolution or sale or part or all of its business.

### 15.6 – ARKEMA Group Suppliers' Code of Conduct

The Supplier acknowledges that it has read the ARKEMA Group "Suppliers' Code of Conduct" available on:

<http://www.arkema.com/en/social-responsibility/relations-with-stakeholders/suppliers/index.html>

And undertakes to comply with it and/or to ensure it is complied with by any subcontractors it may have.

Consequently, the Supplier must defend the Customer and hold it harmless from any potential financial consequences which may result from non-compliance with the obligations under this code of conduct.

### 15.7 – Energy performance

Arkema is committed to improve its energy performance through an ISO 50001 certification process. To achieve this, Suppliers' offers for equipment and products as well as energy services will be driven by energy performance.

In particular, bids to Customer will highlight:

- Energy performance for new equipment,
- Information relating to energy consumption and efficiency on the actual lifetime or expected lifetime of equipment and products at the time of purchase,
- Information relating to the people skills in energy services.

The Supplier shall be source of proposals in research techniques, alternative means and services to improve energy performance. Supplier's approval process by Client will take into account the periodic evaluation of the effects of such proposals on the energy performance of the Customer.

## **CHAPTER 2 – ARTICLES SPECIFIC TO THE PURCHASE OF GOODS**

## Article 16 – DELIVERY

---

### 16.1 – Delivery conditions

All deliveries must be made in compliance with the reference to Incoterms or other delivery conditions stipulated in the Contractual Documents. Unless indicated otherwise in the Contractual Documents, all deliveries must be “Delivered Duty Paid” (DDP), in compliance with Incoterms, most recent edition, to the stipulated location on normal working days and during normal working hours

The delivery destination is the location that appears in the Purchase Order. The Customer may change the delivery destination by sending simple written notification to the Supplier before the date stipulated for the shipment of the Goods.

Any partial delivery must be the subject of prior written approval from the Customer.

## 16.2 – Packing – Labelling - Marking

The Supplier is responsible for the packing, which must be appropriate to the means of transport used and to the Goods transported, in compliance with the standards in force and the rules of the art. In all cases, the packing must prevent all damage likely to affect the Goods until they are delivered. The Goods must be properly labelled and packed by the Supplier in accordance with the applicable laws and regulations and with the conditions specified in the Contract.

## Article 17 – ACCEPTANCE OF THE GOODS

---

The Goods shall be accepted by the Customer after verification of conformance of the Goods with the specifications and, if necessary, after formal acceptance by the Customer or its representative of the sales documents, including but not limited to the material certificates, drawings and information relative to the safety and use of the Goods as well as all the documents listed in the Contractual Documents.

The Goods shall not be deemed to have been accepted at the time of delivery simply because they are not rejected by the Customer. In the event of a rejection, the Goods shall be made available to the Supplier at the delivery destination, at the Supplier's risk and expense. In case of rejection, and unless the Customer specifies otherwise in writing, the Goods must be repaired or replaced by the Supplier, at the Customer's option, not later than within seven (7) days following their rejection by the Customer.

## Article 18 – TRANSFER OF RISK AND TITLE

---

Risk and title shall be transferred once the Supplier has fulfilled its delivery obligations (in conformance with the applicable INCOTERMS), unless all or part of the payment has been made before the delivery date, in which case title is transferred in advance as soon as the Goods become identifiable. In that case, the Supplier must identify with the name of the Customer the Goods that are to be delivered in performance of the Contract as they are fabricated, so that they cannot be confused with its own inventories or other goods that are to be delivered to other customers. The Supplier must also impose these requirements on its own subcontractors.

The Supplier waives any right to exercise any other reservation-of-title clause that has not been explicitly accepted by the Customer. The Supplier must guarantee similar waivers by its chain of suppliers and subcontractors.

## Article 19 - WARRANTIES

---

### 19.1 - Subject

The Supplier must inform, advise and warn the Customer about the nature and composition of the Goods. The Supplier must warn the Customer about all risks related to the Goods, including but not limited to risks to safety and health and all other potential risks.

The Supplier guarantees that it is free to sell the Goods and that they are free of all encumbrances. The Supplier guarantees that the Goods are in conformance with the description, the specifications and the samples cited in the Contractual Documents. The Supplier also guarantees that the Goods are suitable for the purposes indicated by the Customer and may not plead any lack of precision in the Contractual Documents. The Supplier is also bound by all guarantees required by law, including a warranty against hidden defects.

The Supplier must obey all laws, regulations, requirements and rules of the art applicable to the Goods (in particular in the areas of occupational safety and health, environmental protection, workmanship, repair, pricing and delivery) such that the Goods can be legally purchased, sold, transported or exported.

### 19.2 – Term and scope

The Supplier guarantees that the Goods are free of all defects in materials and workmanship contamination and abnormal wear of any type whatever for a minimum period of twenty-four (24) months from the effective date of delivery. If the Goods are found to be defective, the Customer may request the Supplier to repair or replace the Goods at its option. If the Goods are not repaired or replaced within seven (7) days from the Customer's request, the Customer may take the place of the Supplier or engage a third party to make the necessary repairs or replacements. In all cases, the Supplier shall bear all costs of replacement or repair, including but not limited to the costs of travel, return to the factory, parts and labour, without prejudice to the Customer's other rights.

Any replacement or repair of the Goods under warranty shall result in a new warranty for a minimum period of twenty-four (24) months from the effective delivery date of the replaced or repaired Goods.

## Article 20 – HEALTH, SAFETY AND ENVIRONMENTAL PROTECTION REQUIREMENTS

---

At the time of the delivery of the Goods to the destinations designated by the Customer, the Supplier must comply and ensure compliance on the part of its employees, representatives and any subcontractors with the rules in force on the Site designated by the Customer in the area of safety, health, working conditions and environmental protection as well as all applicable laws and regulations in the area.

In the event of a violation of any of these rules, the Supplier and/or its subcontractors may be denied access to the delivery site or may be ejected from the site. All consequences of a violation of these rules, including the refusal of access to or ejection from the delivery site shall be borne by the Supplier.

### CHAPTER 3 – ARTICLES SPECIFIC TO THE EXECUTION OF WORKS AND SERVICES

## Article 21 – PERMITS AND AUTHORIZATIONS

---

The Supplier guarantees that it and its potential subcontractors hold all the permits and authorizations required to execute the Works and Services on the Site(s), including but not limited to authorizations, permits or certifications from industry organizations or government authorities. The Supplier must submit all the necessary permits and authorizations to the Customer prior to beginning the execution of the Works and Services.

The Supplier must notify the Customer as soon as possible in the event of the loss of a permit or authorization by the Service Provider or any of its subcontractors. The Customer may cancel the Contract under the conditions stipulated in Article 14 if this permit or authorization constitutes an essential element of the Contract.

## Article 22 – PROCEDURES FOR THE PERFORMANCE OF WORKS AND SERVICES

---

The Service Provider is bound by an obligation of results with regard to the conformance of Works and Services and compliance with deadlines. The Service Provider must set up the entire internal organization required for this purpose and must implement on its own exclusive responsibility all measures appropriate to the proper execution of the Works and Services.

### 22.1 - Obligation to obtain information

The Service Provider must fully inform itself of the conventional conditions (including but not limited to the technical conditions) for the execution of the Works and Services and must notify, advise and warn the Customer, including but not limited about the risks related to the Works and Services and their use, in particular with regard to occupational health, safety, security and the environment.

Before executing the Works and Services, the Service Provider must conduct a close examination of the information provided by the Customer for the execution of the Works and Services such as drawings, plans and specifications. The Service Provider must warn the Customer of all anomalies, omissions, contradictions and incompatibilities between the information provided by the Customer and the rules of the art.

### 22.2 – Equipment and tools

The Service Provider must, at its own expense and risk, keep its equipment and tools in a proper state of maintenance and in compliance with the applicable laws and regulations. It must repair or replace, at its own expense, all equipment and tools provided to it by the Customer that may be damaged by the Service Provider so that all such equipment and tools are returned to the Customer in their original condition.

### 22.3 – Cleaning and clearance of working areas - Packing

The Service Provider must keep the area in which the Works and Services are executed completely clean. The Service Provider must remove all equipment, scaffolding and temporary structures, debris and other items that belong to it or are in its custody and are no longer necessary for the further execution of the Works and Services in an appropriate manner and without delay as the execution of the Works and Services proceeds.

All waste material generated by the Service Provider on the occasion of the execution of the Works and Services must be removed and eliminated by the Service Provider in strict compliance with the applicable legislation and in compliance with the rules of occupational safety, health and the environment in force on the Site(s).

## Article 23 – PERSONNEL

---

### 23.1 – Competence, presence and training of the Service Provider's personnel

The Service Provider must assign the execution of the Works and Services to teams (from among its employees or subcontractors, if any) that have the experience, capabilities and, if necessary, qualifications and certifications

necessary for the proper execution of the Works and Services. The Service Provider shall be liable for the management and inspection of the Works and Services executed by its teams, which shall remain under its full hierarchical authority.

Except in urgent cases, the Customer's instructions concerning the execution of the Works and Services may be addressed only to the Service Provider's operational representative(s) on the Site; this situation does not create any hierarchical relationship between the latter and the Customer.

### 23.2 – Admission to the Site and official language on the Site

If the Works and Services are to be executed in whole or in part on a Site, the Service Provider must ensure compliance by its teams with the Site operating regulations and must ensure that any identification required by the Customer is worn or carried by its teams the entire time they are on the Site. The operational representative(s) in charge of the teams and the Service Provider's safety officer who are present on the Site must be fluent in the official language of the Site where the Works and Services are executed and must be able to convey all the instructions, rules and procedures in force on the Site and ensure that they are followed by the Service Provider's teams.

## Article 24 – WORKING CONDITIONS, OCCUPATIONAL SAFETY AND HEALTH AND ENVIRONMENTAL PROTECTION REQUIREMENTS

---

The Service Provider must, on its own account and on behalf of its subcontractors, if any:

- Facilitate the coordination of the execution of the Works and Services with the activities of the Customer and those of third parties who may be present on the Site;
- Take adequate measures to protect against the risk of bodily injury and property damage during the execution of the Works and Services;

The Service Provider must obey, and ensure that its own employees and those of its subcontractors, if any, obey the rules in force on the Site in the area of working conditions, occupational safety and health and protection of the environment, as well as the applicable laws and regulations in the matter.

For this purpose, the Service Provider must:

- Ensure that its employees or those of its subcontractors, if any, are qualified to use all the equipment and tools necessary for the execution of the Works and Services;
- Immediately cease, at its own expense, any activity that is within its control that is dangerous or harmful to safety, health, security or the environment.

In the event of a violation of one of the above obligations by the Service Provider or one of its subcontractors, the Customer may:

- Take or have taken all measures that are deemed appropriate, immediately and without any formalities and at the expense of the Service Provider,
- Refuse the Service Provider and/or any of its subcontractors access to the Site or eject them from the Site and
- Cancel the Contract under the conditions stipulated in Article 14.

All consequences of a violation of these obligations, including the application of measures by the Customer, refusal of access to or ejection from the Site, shall be borne exclusively by the Service Provider.

## Article 25 – ACCEPTANCE OF WORKS AND SERVICES

---

The acceptance of Works and Services shall be declared after the Customer or its representative certifies the apparent conformance of the Works and Services and after the deliverables described in the Contractual Documents have been delivered to the Customer. The Acceptance, with or without reservations, or rejection shall be recorded in a written report dated and signed by the Parties. The declaration of Acceptance by the Customer does not exonerate the Service Provider from its responsibility for defects and non-conformances that affect the Works and Services that are not apparent at the time of the Acceptance. The obligations and penalties stipulated in Article 5 naturally apply to the acceptance procedure.

Unless stipulated otherwise, the reservations, delays and rejections that affect the acceptance shall be handled as follows:

### 25.1 – Acceptance with reservation(s)

If the Customer declares Acceptance with reservation(s), the Service Provider must eliminate the causes within the periods of time specified in the Acceptance report. Otherwise, the Customer is free to either (i) perform all

the operations necessary for the elimination of the reservations itself or have them performed by a third party at the Service Provider's expense and risk five (5) days after formal notice to the Supplier has not produced the desired result, or (ii) not request the Service Provider to eliminate the reservations in exchange for a reduction of the price(s) of the Works and Services.

## 25.2 - Rejection

The Customer may reject the Works and Services when the defects that afflict them are of a magnitude such that Acceptance cannot be declared (even with reservations).

In that case, the Customer shall be free to either (i) propose a new acceptance date by means of the application of coercive measures, or (ii) perform all the operations necessary for the completion of the Works and Services itself or have them performed by a third party at the Service Provider's expense and risk, (without the need for formal notice), or (iii) cancel the Contract under the conditions stipulated in Article 14.

## Article 26 – TRANSFER OF TITLE AND RISK

---

Title shall be transferred as the execution of the Works and Services proceeds. However, when the Works and Services include the creation and delivery of any element (including but not limited to goods, equipment and associated documents), the transfer of title of any element takes place at the time of delivery of this element, unless all or part of the payment for this element has been made by the Customer prior to the delivery date. In that case, the transfer of title occurs prior to delivery, once this element becomes identifiable.

The Service Provider must identify an element mentioned above as it is created so that it cannot be confused with its own inventories or other goods to be delivered to third parties. The Service Provider must require its potential subcontractors to follow the same procedure.

The Service Provider waives any right to exercise any other reservation of title clause not explicitly accepted by the Customer. The Service Provider must guarantee similar waivers by its chain of suppliers and subcontractors.

The transfer of risk relative to Works and Services as well as to any element as cited above occurs in all cases on the date of acceptance.

## Article 27 – WARRANTIES

---

### 27.1 – Scope and term

The Service Provider guarantees the Works and Services after Acceptance, and in particular that they are free of defects of all types whatever.

Consequently, the Service Provider must remedy, for a period of twelve (12) months from the Acceptance date, at its own expense and risk, as soon as possible and not later than by the deadline set, any non-conformance or any defect that affects the Works and Services after Acceptance. These costs include but are not limited to the costs of travel, transport, replacement parts and labor.

Seven (7) days after formal notice from the Client to cure the defect has not produced the desired result, the Customer may itself execute all the works and services necessary to remedy the Service Provider's default or have such works and services executed by a third party.

Any repair of all or some of the Works and Services in the context of the initial warranty shall result in a new warranty of a minimum term of twelve (12) months from the Acceptance date of this repair.

The Service Provider is also bound by all of the applicable legal warranties and the warranty for concealed defects under the terms required by law.

### 27.2 – Replacement parts and information systems

The Service Provider guarantees the fast delivery of all replacement parts required for the Works and Services and/or for the proper operation of the elements delivered during a minimum period of ten (10) years from the date of Acceptance. The Service Provider also guarantees, for the same length of time, that it will maintain maintenance capabilities relative to the processors, operating systems and software delivered with all any item of equipment, system or component that is part of the Works and Services.

## Article 28 – SUBCONTRACTORS

---

The Service Provider may not in any event subcontract all of the Works and Services. If the Service Provider intends to assign some of the Works and Services to a subcontractor, it must:

- for each of its suppliers, notify the Customer in advance and in writing, specifying the type and origin of the goods to be supplied and their compliance with the applicable laws and regulations;

- for each of its subcontractors, receive prior written consent from the Customer and warrant that the subcontractor is in compliance with all applicable laws and regulations. Any request for agreement shall specify, in particular, the nature and scale of the Works and Services that it plans to subcontract, the qualification of the subcontractor presented and the commitments made with respect to the fight against undeclared work in accordance with Appendix 2 of this contract. The Service Provider must prohibit its subcontractors from subcontracting in turn all or part of the Works and Services that are subcontracted to them by the Service Provider, without approval from the Customer under the conditions set forth above.

Any violation of the Service Provider's obligations in the area of subcontracting shall be grounds for the Customer to immediately suspend all payments to the Service Provider as long as the latter is not in compliance with said obligations, without prejudice to the Customer's right to terminate the Contract under the conditions set forth in Article 14. The Supplier must guarantee the Customer and hold it harmless from any claims by its subcontractors and/or suppliers or their employees

\*\*\*\*\*

For the Customer,

For the Supplier/Service Provider,

Signed in \_\_\_\_\_, (date) \_\_\_\_\_,

Signed in \_\_\_\_\_, (date) \_\_\_\_\_,

Signature (!): \_\_\_\_\_

Signature (!): \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

---

(1) The GTC must also be initialled on each page.

---