



## 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, sub-contract 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)





Appendix 2 to the General Purchase Conditions

**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.