

General Terms of Purchase

1. **Scope.**
 - 1.1 These general terms (the "**Terms**") set forth the terms on which the orders made by Purchaser shall be agreed and performed. The Terms shall apply to the Special Conditions and/or purchase order issued by Purchaser to which they are attached or which refers thereto (the "**Order**") in relation to the Agreement for the purchase of material such as products or equipment (the "**Product(s)**") and/or the supply of services (the "**Service(s)**"), if any, provided for in the Special Conditions and the Order. The terms using capital letters in these Terms and which are not defined herein shall have the meaning given to them in the Special Conditions or on the first page of the Agreement.
 - 1.2 The Terms may possibly be supplemented or amended by the Special Conditions or the Order, if any. No specific term shall be enforceable unless it has been agreed in advance in writing by Purchaser, irrespective of the time when it may have been brought to the latter's attention.
2. **Orders.**

The Agreement shall be binding as from the Effective Date, except where parties agree that the relevant transaction for Products and/or Services is to occur only once an Order is issued by Purchaser.
3. **Transport, delivery, transfer of title and risks and penalties for late delivery.**
 - 3.1 The Products shall be delivered and the Services supplied at the place(s) stated in the Agreement. Unless otherwise agreed, the Products shall be delivered, and the related risks shall be transferred, in accordance with the Incoterm DDP (Incoterms 2010). Title to the Products shall be transferred to Purchaser at the time of delivery of the Products.
 - 3.2 Supplier expressly agrees that Agreed dates and deadlines are binding. Any change to the scheduled delivery date or performance date is subject to Purchaser's prior, written consent.
 - 3.3 Failing such consent, and if the Products are not delivered or the Services are not supplied on the date stated in the Agreement, Purchaser reserves the right to apply, at its discretion and without any prior formal notice, a penalty which may amount to 1% of the value of the Products and Services for each calendar day which has elapsed since the delivery date. This penalty shall not discharge Supplier from its obligations and Purchaser reserves the right to seek compensation for any loss suffered because of a breach by Supplier. To the extent permitted by law, Purchaser may deduct the amount of said penalty from any amount owed by Purchaser to Supplier. The fact that the Products or Services are not rejected after the scheduled delivery or performance date shall not be deemed a waiver by Purchaser of its rights resulting from such late delivery or performance and shall not be deemed a waiver of its right to request for Supplier's compliance with the agreed delivery or performance dates. In the event of a delay of more than 3 days, Purchaser reserves the right to rescind the Agreement without prejudice to any damages which Purchaser might be able to claim from Supplier.
4. **Conformity assessment.**
 - 4.1 Unless the parties have expressly agreed other acceptance criteria pursuant to the Agreement, Purchaser shall carry out a visual inspection of the Products and Services supplied after the delivery within a reasonable period of no more than 7 calendar days. Thereafter, at the time of unpacking and use of the Products by Purchaser or by a third party on its behalf, Purchaser may notify any Defect (as defined in clause 5 below) which was not apparent at the time of the aforementioned visual inspection.
 - 4.2 Supplier shall remedy promptly and in full, at its own cost, any non-conformity in the Products and Services, on the same terms as those provided for in the contractual warranty set forth in clause 5.5. The delivery of the Products and Services may, at Purchaser's request, be acknowledged in an acceptance certificate, in which Purchaser may, where applicable, note any non-conformity which has been identified.
 - 4.3 Purchaser shall endeavour not to worsen any non-conformity in the Products and Services which it has notified to Supplier.
5. **Contractual warranty.**
 - 5.1 Supplier warrants that (a) the delivery of the Products and the supply of the Services under the Agreement shall comply with industry specifications and standards, and applicable laws and regulations (the "**Applicable Rules**") both in the country of manufacture and in the country of delivery, and that (b) the Products are (b1) in conformity with any specifications, drawings, samples and descriptions contained in the Agreement, and the Applicable Rules in connection with the performance of the Agreement; (b2) in conformity with the use for which they are normally intended; and (b3) fit for any use brought to Supplier's attention by Purchaser, whether expressly or impliedly.
 - 5.2 Supplier warrants that (a) the Products shall be delivered with all the instructions, recommendations and other information which are required for their proper use and in accordance with proper safety conditions, and (b) the Services shall be supplied in a professional manner, efficiently and promptly, in accordance with the strictest standards of care and applicable trade practices and, where applicable, in accordance with any understanding between the parties concerning the applicable quality criteria. No limitation or exclusion of liability is accepted by Purchaser.
 - 5.3 The Products and Services which do not satisfy all of the requirements set forth in Clauses 5.1 to 5.2 above shall be deemed defective (a "**Defect**"). Purchaser shall not be deemed to have waived its rights even if Purchaser has (i) accepted a delivery of Products or Services including any Defect, or (ii) settled invoices.
 - 5.4 To the extent permitted by law, this warranty is extended for a term of 12 months from the date on which the conditions below are satisfied: the Products are delivered and, where applicable, the Services are supplied, by Supplier and accepted by Purchaser (the "**Warranty Period**").
 - 5.5 In the event that Purchaser is informed of any Defect during the Warranty Period, without limiting any other right available to Purchaser, Purchaser shall be entitled, at Supplier's expense and risk, but at Purchaser's discretion, to require Supplier: (a) with regard to the Products, (a1) to repair or replace any defective Product with a new or reconditioned product which satisfies the requirements imposed by this warranty, as soon as possible (and in any event within a period of 5 business days, or sooner if the urgency of the circumstances requires it); (a2) to keep the defective Product, with a reasonable reduction in its price; or (a3) to be refunded, and to take back the defective Product or arrange for its destruction, at Supplier's expense, and (b) with regard to the Services, to require Supplier (b1) to rework the Services in accordance with the terms set forth in the Agreement; and/or (b2) to bear any additional costs incurred as a result of the performance of the Services by Purchaser itself or by a substitute contractor hired by Purchaser in order to perform the Services or remedy any Defect affecting the Services.
6. **REACH.**
 - 6.1 Supplier undertakes to comply with all the legal obligations and standards which apply to goods in the European Union and in the country of destination, on the date of the Agreement and Order. Accordingly, Supplier undertakes, in particular, to provide Purchaser, where applicable, within the time limits imposed in respect of the European Union, the up-to-date safety data sheet(s) which comply with the REACH and CLP Regulations (1907/2006/CE and 1272/2008/CE), the registration number(s) for the substances and for the substances contained in the preparations supplied, as soon as they are available, a statement indicating whether one or more substances as such, or when contained in preparations which are supplied are subject to a REACH restriction pursuant to Appendix XVII or an authorisation (as listed in Appendix XIV).
 - 6.2 Pursuant to Article 33.1 of REACH, the suppliers of articles shall inform Purchaser of the presence of any substances of extreme concern which are contained in the articles, in a concentration above 0.1% (% Weight /Weight), and they undertake to provide the name and concentration of said substance(s) in the articles, together with sufficient information to allow safe use of the article, and this shall apply to each delivery.
 - 6.3 Supplier also undertakes to monitor on a regular basis any amendments to the REACH Regulation and its appendices and to inform Purchaser accordingly and early enough. This also relates to the substances and to substances contained in the preparations or to articles which have been supplied to Purchaser prior to such amendments.
 - 6.4 Supplier shall keep Purchaser informed immediately about any change to the chemical composition or to the classification and labelling of the substances and preparations, and shall spontaneously and consequently update any information provided beforehand.
 - 6.5 If Supplier ultimately decides not to proceed with the registration or to cease marketing any of its substances, or of a substance contained in a preparation, or the preparation itself, it shall notify Purchaser accordingly by registered letter no less than twelve (12) months before the agreed time limit for registration or the date when it ceases marketing, respectively. Supplier shall take all steps to help Purchaser find an alternative solution.

7. **Price.** Unless provided otherwise in the Agreement, the purchase prices excluding tax stated in the Agreement are firm, final and include any and all taxes and other expenses which Purchaser is not expressly and legally required to pay, in respect of the ordered Products and Services. Supplier shall be responsible for the payment of any other costs not expressly imposed upon Purchaser under the Agreement, including handling, packaging and wrapping expenses.
8. **Payment terms.** Unless provided otherwise, the invoices must be issued after Purchaser has signed the delivery slip or the acceptance certificate. Purchaser shall settle the invoices **within 45 days end of the month from the date of issuance of the invoice**, by wire transfer to the bank account specified by Supplier, unless provided otherwise in the Agreement. In the event of a late payment by Purchaser, Supplier shall be entitled to claim late payment interest at a rate equal to 5 times the BCE statutory interest rate. Each party may offset any reciprocal claims as per ordinary law.
9. **Confidentiality.** Each party undertakes to keep confidential the technical and business information disclosed by the other party. The provisions of the Agreement shall be deemed to be confidential information. Each party undertakes to use the other party's confidential information solely for the purposes of the performance of this Agreement. This obligation shall survive for a term of 5 years after the end of the Agreement for any reason whatsoever. Supplier agrees not to use Purchaser's names, trademarks and photos, and not to refer to Purchaser's trade practices for promotional purposes, without Purchaser's prior, written consent, including after the performance of the Agreement.
10. **Termination.**
- 10.1 Either party may, at its discretion, elect to rescind or terminate all or part of the Agreement:
- (a) if the other party breaches any of its obligations under the Agreement and fails to remedy said breach within 10 calendar days, or any longer period of time which may be agreed in writing by the parties or any shorter period of time required by the urgency caused by the circumstances of the breach, from the date of receipt of a written notice sent by the non-defaulting party in this respect;
- (b) to the extent permitted by law, if the other party is subject to any action or legal proceedings or any other measure which has been brought in order to obtain (i) a conciliation, *mandat ad hoc*, safeguard or court-ordered restructuring proceeding, or (ii) its liquidation or dissolution, or (iii) any event or procedure (irrespective of its name) which has an equivalent or similar effect to that of the events listed at (i) to (ii) above.
- 10.2 Purchaser may, at its sole discretion, acquire from third parties products which are similar to those covered by the part of the Agreement which has been terminated or rescinded by Purchaser pursuant to clause 10.1, and any resulting additional costs shall be borne by Supplier. Supplier shall continue to perform its obligations under the part of the Agreement which remains in force.
- 10.3 Supplier shall not be held liable for any breach which is solely attributable to an event of force majeure, provided that Supplier informs Purchaser of such event as soon as possible after it occurs. The only events of force majeure which are admitted under the Agreement shall be those which satisfy the criteria defined by the laws and case laws of Purchaser registered office country. Purchaser may terminate the Agreement upon written notice to Supplier, if Supplier's performance of any of its obligations is delayed by a force majeure event for a period of 30 days or more.
11. **Insurance.** Supplier agrees to take out with a reputable insurance company a civil liability insurance policy covering the financial consequences of its liability under the Agreement. Supplier shall provide Purchaser, at its request, with insurance certificates detailing the main conditions of the policies relating to the insured risks.
12. **Rights in and to any developments and media.**
- 12.1 During the performance of the Agreement, Supplier may design or develop, specifically for Purchaser, creations, on any medium whatsoever, whether protectable by exclusive titles (patents, trademarks, designs, models, blueprints, mock-ups, etc.) or by exclusive rights (software, design, databases, etc.), or not protectable by exclusive titles or rights (know-how, algorithms, unpatented work, etc.) (together referred to as a "**Development**"). Any and all intellectual property rights in and to a Development shall become Purchaser's exclusive property immediately upon creation of such Development. Accordingly, Supplier assigns such rights to Purchaser. If a Development is protected by copyright, Supplier irrevocably and exclusively assigns its rights to Purchaser as and when such Development is produced. To the extent permitted by law, the scope and purpose of this assignment are not restricted and Purchaser may exercise the assigned rights in any manner whatsoever and in connection with any activity whatsoever. The rights so assigned include the right to use, reproduce, adapt, perform and market all or part of the Development, by using any means or medium, in any form whatsoever, whether known or unknown, present or future, at the time of performance of the Agreement. Such copyright assignment is effective throughout the world for the statutory period of protection of the rights relating to the Development. The compensation for any assignment effected pursuant to this Clause is included in the price payable under the Agreement. The Development is deemed to be confidential information belonging to Purchaser and may not be disclosed to any third party or used by Supplier or by any third party without Purchaser's prior, written consent.
- 12.2 Supplier warrants that the supply or use of the Products or Services does not infringe any third party rights.
- 12.3 Any material, equipment, drawing, model or other item supplied by Purchaser to Supplier for the performance of the Agreement (the "**Media**") shall remain Purchaser's property and shall be used by Supplier at its own risk. Supplier shall maintain the Media in good condition (subject to normal wear and tear) and shall return the same when the supply of the services specified in the Agreement has ended, or upon request from Purchaser. Supplier shall use the Media and Developments solely for the performance of the Agreement. Any risk of loss of or damage to the Media shall be borne by Supplier from the time when they are transported to Supplier until they are returned to Purchaser and accepted by it. The Media shall be stored separately by Supplier and shall be marked as Purchaser's property. Purchaser does not give any warranty, of any type whatsoever, in relation to the Media.
13. **Miscellaneous.**
- 13.1 Neither party may assign its rights and/or obligations under the Agreement without the other party's prior, written consent. Purchaser may, however, assign the Agreement to one of its affiliates after serving notice to the other party. In such event, Purchaser is expressly discharged from any obligations and liabilities which may arise after the assignment. Supplier cannot subcontract any part of its tasks without Purchaser's prior, written consent. A party's failure to exercise, or delay in exercising, any of its rights under the Agreement or any provision of law, whether in whole or in part, shall not constitute or be deemed a waiver of said rights. Purchaser does not waive any additional right (including any warranty) that it may hold pursuant to the law or to Supplier's standard terms.
- 13.2 If any of the terms of the Agreement is held to be invalid or unenforceable, it shall be disregarded but it shall not affect the validity or enforceability of any other terms of the Agreement. The parties agree to endeavour to replace any clause which is null or void by a new clause which reflects as closely as possible their original intent.
- 13.3 Supplier represents and warrants that it has not, and shall not, offer, provide, solicit, authorize or accept, directly or indirectly, anything of value in order to influence or reward any action or decision for the purpose of corruptly obtaining or retaining business or securing any improper advantage, consistently with the requirements of any applicable anti-bribery laws. Purchaser can terminate the Agreement immediately in case of breach of this clause.
- 13.4 Each party shall comply with applicable data protection regulations and, in particular, when processing personal data of the other party's personnel and representatives as a "controller", ensure it complies with the requirements applicable to the prior information and rights of such personnel and representatives.
14. **Jurisdiction – Governing law.** The Agreement is governed by laws of the country where the Purchaser has its registered office. Any dispute arising in connection with the Agreement shall be submitted to the exclusive jurisdiction of the courts having jurisdiction over the location where the Purchaser has its registered office. The parties hereby expressly exclude the application of the United Nations Convention on the International Sale of Goods (CISG) of 11 April 1980, except insofar as it allows the parties to determine the payment terms freely. In this regard, the parties represent that they have taken international practices into account and do not consider that the payment terms set forth in the Agreement are grossly unfair to the creditor.