

## General Terms and Conditions of Purchase

### 1. General

- 1.1 These General Term and Conditions of Purchase ("GTC") shall govern the contractual relationship between the Orderer and any supplier of the Orderer ("Supplier") and shall apply to all purchase orders issued by the Orderer, whether under a frame agreement or on stand-alone basis. For the purpose of these GTC, the Orderer shall mean CIME BOCUZE, a French société par actions simplifiée with its registered office located at 446, avenue des Dignes, BP 301, 74807 Saint-Pierre-en-Faucigny and registered with the Registry of Commerce and Companies of Annecy under the number 383 966 892 (hereinafter referred to as "Orderer").
- 1.2 The following General Terms and Conditions of Purchase shall form the basis of the contract between the Orderer and the Supplier (hereinafter referred to as "Contract") and they shall be an integral part of this Contract. They shall apply to the supply of goods but also and in an analogous manner, to the supply of work and services.
- 1.3 Any start of performance by the Supplier of the Contract and especially the fact of proceeding with the design, manufacture, delivery, invoice or supply of goods and/or services, shall involve the definitive acceptance by the Supplier of these GTC, unless otherwise agreed in writing by Orderer.
- 1.4 These GTC shall also apply to any future transactions with the Supplier, without any express agreement of the Supplier being necessary in such case.
- 1.5 Any correspondence relating to the business or Contract shall be addressed to the purchasing department of the Orderer, unless stipulated otherwise in the Contract. The purchase order and reference number must be indicated on all documents.
- 1.6 Verbal agreements shall require written confirmation.

### 2. Contract formation

- 2.1 Each Contract shall be based upon a written purchase order issued by the Orderer (including a purchase order number) and a purchase order confirmation issued by the Supplier. The Supplier undertakes to return to the Orderer a written purchase order confirmation within eight (8) calendar days from receipt of the Orderer's purchase order complying with the terms of the purchase order. However, if not returned within this period, the Contract shall nonetheless be considered to have come into force eight (8) calendar days from the receipt of the purchase order issued by the Orderer and the Orderer's purchase order shall be deemed, in such case, accepted by the Supplier. In case that the Supplier's purchase order confirmation does not comply with the terms of the Orderer's purchase order the Supplier must expressly and in writing draw the Orderer's attention to these deviations. Such deviations shall be binding upon the Orderer only upon its express written consent ("Agreed Deviation Purchase Order Confirmation"). Unless stated otherwise in the Contract, the date of coming into force thereof shall constitute the starting point of the delivery period. The Contract shall expire when all of the obligations of each party have been fully performed.
- 2.2 In addition to all the goods and services expressly specified in the purchase order, the scope of delivery shall also include goods and services required for a proper execution and function of the goods ordered. All goods and services must be state of the art and comply with all applicable professional or industry standards.
- 2.3 In accepting the purchase order, the Supplier expressly acknowledges having received communication of all of the documents and information that it needs in order to assess the commitments that it has subscribed to under the Contract as well as the conditions for the performance thereof, especially and without limitation, concerning the safety standards in force at the Orderer's site and any possible dangers connected with the installations and/or machinery nearby, whether these have been received spontaneously from the Orderer, or whether the Supplier has itself requested them in the performance of its professional obligation to solicit all of the documents and information necessary for the correct performance of its obligations under the Contract.
- 2.4 Models, drawings and tools made available or commissioned and paid for by the Orderer must not be passed on to third parties or used for any purposes other than those of the Contract, and their content must not be disclosed to third parties, without the prior written consent of the Orderer. They must be stored carefully and protected against theft and use by third parties. The Supplier shall return them to the Orderer as soon as they are no longer needed for the purposes of the Contract and, absent a Contract in force, upon a first request from the Orderer.
- 2.5 In respect of orders for goods to be delivered on demand, the Orderer shall have no obligation to accept delivery until it has issued the corresponding request for the release of the goods. The foregoing applies even if the goods are manufactured and ready for delivery. The Orderer shall be entitled to change the delivery dates to the extent that this does not cause significant burden on the Supplier.
- 2.6 The Supplier shall accept any modification that the Orderer may legitimately require of it as regards the subject of the Order, the technical specifications, or deadlines for performance. The related price may be adjusted in order to take into account the said modification, based on the rates and prices indicated in the Contract or, if these are not applicable, on the basis of what is fair and reasonable. Any modification and/or supplement to the Contract shall only be binding upon the Orderer and the Supplier if agreed upon by both the Orderer and the Supplier.

### 3. Prices

- 3.1 Unless otherwise stated in the Contract, prices quoted shall be final and fixed prices for delivery of goods and/or services to Orderer's delivery address, free of any additional charges and taxes (except value added tax).
- 3.2 The applicable prices must be those stated in the Orderer's purchase order agreed by the Supplier in its order confirmation or as the case may be, in the Agreed Deviation Purchase Order Confirmation. These prices shall be firm and definitive for the term of the Contract.
- 3.3 Unless stated otherwise in the Contract, the price shall mean "Delivered Duty Paid" ("DDP" according to INCOTERM, 2010 version) at the place provided for in the purchase order.

### 4. Delivery

- 4.1 The Supplier shall strictly comply with the delivery dates mentioned in the purchase order agreed by the Supplier in its order confirmation or, as the case may be, in the Agreed Deviation Order Confirmation. If for any reason it becomes evident to the Supplier that the delivery date may not be met, the Orderer shall be notified immediately in writing of the reason and anticipated duration of the delay. This provision shall not constitute a waiver of any kind of the legal rights of the Orderer arising from the delay in delivery.
- 4.2 The Orderer must be notified of the shipment of the goods without delay after dispatch, in duplicate quoting the purchase order number and reference number. Partial deliveries are to be clearly identified as such.
- 4.3 Delivery must be carried out by the quickest route to the delivery address of the Orderer. The Orderer shall not be obligated to accept goods without the correct shipping documents. The Supplier shall be liable for the consequences of incorrect information in the shipping documents.
- 4.4 If, as an exception to section 3.3 above, the Orderer bears the costs of transport, the Supplier must choose the most cost efficient means of transport and must comply without fail to all shipping instructions of the Orderer.
- 4.5 The risk shall transfer to the Orderer as soon as the Orderer receives the delivery item and takes actual possession; or, in the case of machinery or equipment, or if the Contract is a contract for work and services, upon final written acceptance of the Orderer after proper inspection has been carried out by the Orderer.
- 4.6 The Orderer shall not be obligated to accept COD shipments.

### 5. Payment

- 5.1 Invoices must comply with any requirements under sales tax law as regards the content of invoices and their content must match the purchase order agreed by the Supplier in its order confirmation or, as the case may be, in the Agreed Deviation Order Confirmation. They must not be enclosed with the shipment, but addressed to the Finance and Accounting department of the Orderer and mention the purchase order number. The Orderer shall not be responsible for any delays in payment caused by noncompliance with this provision on the part of the Supplier.
- 5.2 Invoices shall indicate the references of the purchase order and shall be issued by the Supplier in accordance with the due dates stipulated in such document, subject to the complete performance by the Supplier of its corresponding obligations.
- 5.3 Unless stated otherwise in the Contract, invoices shall be due for payment with a 3% discount within 30 days and without any discount within 60 days. As long as the Supplier has not fully fulfilled its obligations, the Orderer is authorized to retain all or part of the corresponding payment of the price.

- 5.4 Payment periods shall always begin upon receipt by the Orderer of an invoice that has been correctly and completely prepared pursuant to section 5.1 above, and provided that the goods have been delivered completely and free from defects.
- 5.5 At any time, the Orderer is entitled to deduct from payments due to the Supplier in consideration of the performance of its obligations, any amount that the Supplier is accountable for under the Contract.
- 5.6 Partial invoices shall be permitted subject to the Orderer's prior written approval and must be clearly identified as such.
- 5.7 Payment by bill of exchange shall be permitted.
- 6. Provision of materials by the Orderer**
- 6.1 Materials provided to the Supplier by the Orderer shall remain the property of the Orderer.
- 6.2 The materials provided to the Supplier by the Orderer shall be carefully stored by the Supplier free of charge. The Orderer must be informed without delay of any possible loss or damage to its materials.
- 6.3 If the materials are processed or commingled with other goods, the Orderer shall acquire co-ownership in proportion to the value ratio between the materials provided and the other goods. The Supplier shall in this case grant the Orderer joint possession and shall undertake to that extent to exercise joint possession as unpaid custodian.
- 7. Failure in performance**
- 7.1 The Orderer shall not be required to inspect the goods at the time of delivery. Non conformity defects shall be notified by the Orderer to the Supplier within two weeks of their being discovered.
- 7.2 If the Supplier fails to comply with Orderer's demand to perform according to the Contract or to remedy a non-conformity defect (repair, replace or re-perform), within seven (7) calendar days following the receipt of an official notification by registered letter, or the Supplier refuses to rectify the nonconformity defect, the Orderer shall be entitled to remedy the non-conformity defect itself, or have it remedied, at the Supplier's expense, or acquire the delivery item elsewhere. The Orderer shall have the same right in urgent cases, especially to avert imminent danger or avoid major damage. For this purpose, the supplier must provide the Orderer with the necessary documents (plans, drawings etc.) and data. In this case, the Orderer shall be entitled to pass on to the third party commissioned with the performance or remedy of the non-conformity defect, any information and all documents that are necessary to produce or repair the delivery items free from defect as quickly as possible. Any provision in a confidentiality agreement entered into before or after these GTC conflicting with this provision, shall be deemed null and void.
- 7.3 If the Supplier fulfills its obligation to remedy, the statutory period of warranty regarding non conformity shall start again upon delivery of the repaired, rectified or replacement goods.
- 8. Assignment of claims**
- If the Supplier assigns claims to receivables arising from this Contract, the Orderer shall charge a processing fee of € 35.00 to the Supplier.
- 9. Warranty**
- 9.1 Without prejudice to the legal provisions applicable and of section 7 above, the Supplier warrants the delivery item against any defect in design, material, workmanship and assembly. This warranty includes the cost of parts and labor. The Supplier's warranty does not include defects resulting from normal wear and tear on the Goods, usage not compliant with the associated documentation or negligence demonstrated by the Supplier attributable to the Orderer and/or its staff.
- 9.2 Should the Supplier fail in the performance of its warranty obligation, the Orderer may itself remedy the failing and/or assign a third party of its choice to perform the remedy, at the Supplier's cost and risks, after an official notification by registered letter has remained unsuccessful for seven (7) calendar days. The Supplier shall then do everything possible to facilitate the intervention of the Orderer or the third-party company under the most favorable conditions and the Supplier shall remit to them the tooling, plans, studies and any other necessary documents.
- 9.3 Unless the Contract provides otherwise, the contractual term of the warranty shall be twenty-four (24) months from the date of delivery of the delivery item at the Orderer's delivery address. During the warranty period, the Supplier shall correct or replace, at its expense, any defect notified to it by the Orderer, within a period not to exceed two (2) working days as from the written notification sent by the Orderer. To this end, it shall apply the most appropriate solution between repair, replacement of the defective part in the delivery item, or re-design of the delivery item, after the Orderer has consented thereto. Replacement, repair or re-design operations shall cover all of the delivery items to be delivered in the context of a single order, including spare parts. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the delivery items on the client's equipment, depending on the case. Any replacement or repair, even partial, of/to a delivery item affected by a defect shall give rise to the application of a new warranty period covering the delivery item concerned for a period of twenty-four (24) months from the date of the repair or replacement.
- 10. Liability**
- The Supplier shall indemnify the Orderer, whether during or after the performance of the Contract, for any damage suffered as the result of partial or total non-performance or poor performance of the Contract for any reason for which it is liable, any loss or damage resulting from acts or omissions of the Supplier, as well as any death and for any physical injury caused by the Supplier. The Supplier's liability shall include its sub-contractors, representatives and agents. The above compensation shall cover, where applicable, the related costs and court orders resulting from any proceedings or trial. The Supplier' staff shall be at all times recognized as representing the Supplier and shall remain under its administrative and hierarchical control.
- 11. Insurance**
- 11.1. The Supplier shall hold insurance policies covering its civil and professional liability under the obligations defined in the Contract. These policies shall be taken out for amounts appropriate with respect to the subject of the Contract. The Supplier shall supply, upon first request from the Orderer, certificates of insurance to cover the corresponding risks. These certificates shall indicate the amount and extent of the warranties as well as their term of validity and shall state that the payment of premiums relating thereto has been made.
- 11.2. The Supplier undertakes to keep its insurance policies in force as long as it is under an obligation under the terms of the Contract.
- 12. Taxes and duties**
- 12.1 The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the delivery items.
- 12.2 The Orderer shall have the right to deduct from the payments due to the Supplier under the terms of the Contract, any taxes or levies, and similar charges if the Supplier fails to remit to the Orderer the necessary certificates covering exemption from such deductions.
- 13. Assignment and sub-contracting**
- 13.1 The Contract having been entered into intuitu personae, the Supplier, without the prior written consent of the Orderer, may not assign it, in full or in part.
- 13.2 The Supplier may not sub-contract the production of the delivery items unless the Orderer has provided its consent in writing and in advance. The abovementioned restriction shall not apply, however, in the case of sub-contracting materials or minor elements nor to parts of the delivery items for which the sub-contractor is designated in the Contract. Even though covered by such consent, the Supplier shall remain solely liable for all of the delivery items supplied and/or performed by it and/or by all of its sub-contractors.
- 14. Confidentiality**
- 14.1 The Supplier shall be obligated to keep confidential any non-public information, models, drawings, tools and data (inter alia, business and technical information and data) of which it becomes aware or communicated to it as a result of the business relationship with the Orderer, and shall not disclose it to third parties. The Supplier shall obtain from any sub-suppliers or other third parties, which the Supplier must inevitably involve to implement the Contract, a similar confidentiality commitment vis-à-vis the Orderer.

- 14.2 The Supplier shall not use the Orderer's company name or trademark for advertising purposes, or to provide references, unless it has obtained the Orderer's prior written approval.
15. **Compliance**
- 15.1 The Supplier undertakes to comply with all laws and regulations applicable to performance under the Contract, especially in regards to fighting corruption, antitrust and competition law, environment, health and safety, fair labor practices as well as prohibiting child and forced labor. The Supplier further agrees to act in accordance with the principles and expectations as set forth in the Plansee Group Code of Conduct ([www.plansee.com/code-of-conduct/EN.pdf](http://www.plansee.com/code-of-conduct/EN.pdf)) and in the Supplier Policy ([www.plansee.com/supplier-policy](http://www.plansee.com/supplier-policy)). The Supplier agrees to cooperate in a verification of compliance upon reasonable request of the Orderer or any of its customers.
- 15.2 The Supplier shall comply with all applicable local, national and international laws and/or regulations concerning the import or export of all goods to be supplied by it hereunder.
- 15.3 If the Supplier violates these obligations, the Orderer shall be entitled, without prejudice to any other available rights or remedies, to cancel the Contract in accordance with legal provisions.
- 15.4 The Supplier shall provide to the Orderer, on demand, any documents and/or data requested by the Orderer in order to enable it to comply with its own requirements under any law and/or regulation applicable to it.
16. **Final provisions**
- 16.1 The Contract shall be governed by French law, excluding the United Nations Convention on the International Sale of Goods (CSIG) and excluding any provisions regarding the conflict of laws.
- 16.2 All disputes arising from or relating to the Contract, including these GTC, shall be subject to the jurisdiction of the competent court of Annecy. However, the Orderer may, at its own discretion, initiate a legal action against the Supplier in the jurisdiction of the competent court of the registered office of the Supplier.
- 16.3 If any one or more of the provisions of these GTC or of the CONTRACT should be or become invalid or ineffective, in whole or in part, or should these GTC or the Contract contain a gap, the legal effectiveness and validity of the remaining provisions shall not be affected thereby. Instead of the illegal or invalid provision, a valid provision shall be agreed upon that comes closest to the original business objectives of the Orderer and the Supplier. The same shall apply in the event of a gap.
- 16.4 Unloading times at the premises of the Orderer shall be Monday to Friday, in each case from 8.00 A.M. to 12.00 P.M. and 2.00 P.M. to 4.00 P.M.
- 16.5 When executing any work on the business premises of the Orderer, the Supplier shall fully comply with the Orderer's site regulations in their current version.
- 16.6 Visits of the Supplier to the Orderer's premises shall take place only after prior arrangement with the officials at the purchasing department of the Orderer.