

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions

Purchaser: means the company Stéarinerie Dubois Fils or any company directly or indirectly controlled by Stéarinerie Dubois Fils, it being understood that the term « controlled » means having power to control or influence the management of the company concerned, by way of contracts, bylaws or any other means. The Purchaser is the legal entity which places the order or in the name of which the order is placed.

Supplier: means the supplier in its quality of legal entity to whom an order is placed by the Purchaser.

Order: means any written request to buy products from the Supplier.

2. General provisions :

These General Terms and Conditions of Purchase apply to the purchase of all materials, equipment, spare parts, products, chemicals, substances, raw materials, components, software and services offered or provided by the Seller (hereafter referred to as the "Products"). They also apply to all requests for quotations from the Purchaser and to all offers made by the Seller, and form an integral part of any Order.

Only the provisions contained in the General Terms and Conditions of Purchase, the Order and any document expressly incorporated therein by reference shall be binding on the Purchaser, unless the latter has expressly agreed in writing to be bound by other terms and conditions. No terms and conditions contained in order confirmations, offers or any other document issued by the Seller shall bind the Purchaser, even if the latter has not expressly rejected them.

If it appears that certain provisions of the present General Terms and Conditions of Purchase are null and void, inapplicable or contrary to law in whole or in part, or cannot be applied for any reason whatsoever, the other provisions of the General Terms and Conditions of Purchase shall remain unchanged.

The specific provisions of an Order, as well as those agreed in writing by the Purchaser and the Supplier which contradict the present General Terms and Conditions of Purchase shall prevail over the corresponding provisions of said General Terms and Conditions of Purchase.

3. Delivery times :

The delivery times are understood to be firm and compulsory. Supplier is obliged to inform the Buyer without undue delay and in writing whenever there is an indication that he might not be able to deliver the ordered products within the agreed delivery times. Unless otherwise agreed, the products have to be delivered DDP Scoury. The bill of lading has to mention:

- the Supplier's name
- the Order's number
- the batch number
- the number of products and of packages (packing list)
- the parcel's code,
- the delivery place
- the consignee name

In case of late or incomplete delivery, the Purchaser shall be entitled to damages in compensation of additional costs related to the delay. The Purchaser may also, without prejudice to other remedies, charge late payment penalties of two percent (2%) of the amount of the Order per full week of delay, with a maximum of twenty percent (20%) of the amount of the Order. The existence of these penalties is without prejudice to the Purchaser's right to claim damages from the Supplier.

In addition, the Purchaser may, at any time and without prior notice, consider any Order not fulfilled within the set delivery times, as automatically terminated to the exclusive prejudice of the Supplier.

In case of anticipated or surplus delivery, the Purchaser shall have the right to refuse the delivery or to accept it, in which case storage of the products shall be at the Supplier's sole costs and risks.

The transfer of ownership and of risks takes place, in conformity with positive law governing sales, upon the delivery, at which point the Products can be individually identified and accepted by the Purchaser, even if the price of such Products has not been entirely paid by the latter.

4. Prices :

The prices are firm, unless otherwise agreed in the Order.

5. Payment Terms:

Invoices are to be issued in duplicates and sent to the billing address indicated in the order. The invoice has

to mention the below information in addition to the mandatory information:

- the parcel code,
- the Order number,
- the bill of lading number,
- the delivery note number.

Payment shall be made within 60 days from the date of invoice, , unless any shorter term is expressly stipulated in the Order and accepted the Supplier.

In the event of late payment, late payment penalties are due from the day after the due payment date as mentioned on the invoice, without the need for a reminder. In this case, the interest rate for late payment penalties shall be equal to three (3) times the legal interest rate applicable in France. In addition, the Purchaser shall automatically be liable to pay a fixed compensation for recovery costs amounting to €40.

6. Transport :

Product have to be delivered packed in a way right and safe for transport, palletized with specific pallets : CP1, CP3 or Europe.

7. Compliance with regulations :

Supplier has to comply with the laws and regulations in force in the country of production of the Products, in particular with regard to transport, import, export, hiring, wages, work schedules and other working conditions (immigration, prohibition of illegal work), hygiene and safety, environment, subcontracting, competition . Supplier certifies that it has not used any form of illegal labour: child labour, illegal, forced or involuntary labour, work performed under hazardous conditions.

Any changes in laws or regulations shall in no event entitle the Supplier to request from the Purchaser to compensate the costs of implementing the new laws or regulations or to justify a revision of the price set out in the Order.

8. Liability :

The Supplier shall release and hold free the Purchaser from any costs resulting from damages of any kind caused by the Supplier's failure to comply with any of its contractual obligations, whether such damage is caused by the Supplier, its employees, suppliers or subcontractors..

Where applicable, the Supplier guarantees to the Purchaser that it has registered the chemical substances under the conditions provided for by the European REACH Regulation. The Supplier shall provide the Purchaser, free of charge, with proof of these registrations and all the documentation required by the REACH Regulation

9. Ethic :

9-1 Ethic undertaking

The Supplier acknowledges that it has read and agrees with the Purchaser's commitments in the areas of ethics, human rights and environmental as stipulated in the Purchaser's ethical reference documentation as well as in its Sustainable Sourcing Policy.

Additionally, the Supplier undertakes to take all necessary measures to ensure carrying out its activities operating in compliance with the ethical policy of the Purchaser, as well as with the norms of international law and national law(s) applicable to the contract, in particular those relating to:

- human rights and fundamental freedoms, including the prohibition of (i) the use of child labour and any other form of forced or compulsory labour; ii) any form of discrimination within its company or against its own suppliers, subcontractors or service providers;

- embargoes, arms trafficking, drug trafficking and terrorism;

- protection of the environment (wastes management, use of hazardous substances, protection of water,etc) and health and safety of staff and third parties;

- economic offenses, including corruption, fraud, influence peddling, swindling, theft, misuse of corporate assets, counterfeiting, forgery, money laundering and any related offenses.

- to the protection of Personal Data (if applicable).

The Supplier shall in particular refrain from :

- paying, promising to pay or authorising the payment, directly or indirectly, in any way whatsoever, of any sum of money, including facilitation payments, or offering, promising to offer or authorising the giving of anything of value to a natural or legal person holding public authority, entrusted with a public service mission, a political party, or a representative of a public international organisation or any other person, or invested with a public elective mandate, a political party, or a representative of a public international organisation or any other natural or legal person, with the aim that this person performs or refrains from performing an act of his or her function, mission, activity or mandate or facilitated by this function, mission, activity or mandate;

- receive or solicit gifts or any other advantage with the aim of abusing their influence, real or supposed, over a third party so that the latter takes a favourable or unfavourable decision.

The Supplier likewise undertakes not to knowingly participate directly or indirectly in money laundering activities.

9-2 Audits

The Purchaser may request proof from the Supplier at any time to ensure the compliance with the provisions of this clause and to proceed, at any time, subject to prior notification, and at its own expense, to carry out audits.

9-3 In the event of a serious breach of the above-mentioned elements, the Supplier concerned by the breach shall inform the Purchaser by way of Notification as soon as possible. If the Supplier does not take the necessary measures to remedy the serious breach within a reasonable period of time or if such measures cannot be implemented, the Purchaser reserves the right, at its discretion, to suspend or terminate the Agreement.

10. Warranty/conformity :

The Supplier guarantees the conformity of the Products with the contractual specifications contained in the Order, applicable standards and with the products' specifications. It also undertakes to check aforementioned conformity prior to delivery.

Unless otherwise indicated in the Order, the Seller guarantees the proper functioning of the Products for two (2) years from the date of their commissioning. Claims made under this warranty clause shall suspend the warranty period until the Seller has cured the defect; the warranty period will then be extended accordingly.

If it is found that Products do not comply with all the specifications and requirements of the Order, the Purchaser may either: (a) terminate the relevant Order; (b) accept the products with a price reduction; or (c) refuse the non-compliant Products and require the delivery of substitute Products or the performance of necessary repairs, all at the Supplier's expense. In the event of refusal of the Products, they will be stored and/or reshipped by the Purchaser at the Supplier's expense and risk.

10. Intellectual/industrial property :

The Supplier ensures that, for the performance of the contract, the Products delivered do not infringe any national/individual industrial or intellectual property rights without their prior and written consent. It shall release and hold the Purchaser and its customers free from claims of third parties for any infringements of property rights and also bear all costs incurred to the Purchaser and/or the Purchaser's customers in relation to such third party claim..

11. Termination - Forfeiture

The Purchaser is entitled to suspend the execution of an Order for a period of time determined by itself. The Purchaser may also, within seven (7) days of the Order and after written notice to the Supplier, waive all or part of the Order. Under no circumstances shall the Supplier be entitled to compensation for incidental or

consequential damages or loss of profits resulting thereof.

If the Supplier fails to fulfil any term of an Order, the Purchaser shall be entitled to immediately terminate such Order or any part thereof, without further liability or obligation, after written notice to the Supplier, and without prejudice to any other remedy. In addition, the Purchaser shall be entitled to be reimbursed by the Supplier for all sums already paid under the Order, as well as for all costs incurred in obtaining replacement products from another supplier, and to claim compensation for any loss or damage suffered as a result of the Supplier's delay or non-performance of the Order.

The Purchaser is entitled to terminate the Order without further liability or obligation if it has one or more objective reasons to believe that the Supplier will not be able to fulfil its obligations.

12. Subcontracting

If the Supplier is authorised by the Purchaser to subcontract all or part of its obligations to third parties, such subcontracting shall be at the cost of and under the exclusive responsibility of the Supplier. The Supplier shall inform its subcontractors of the provisions of these General Terms and Conditions of Purchase and those of the Order, and shall provide them with all information relating to the Purchaser's requirements, in particular with regard to security and confidentiality rules. The Purchaser reserves the right to refuse any subcontractor of the Supplier which does not comply with these conditions.

13. Transfer

The Seller shall not assign or transfer any Order, any right arising from an Order, or any right of the Purchaser without the Purchaser's prior written consent.

14. Competent jurisdiction and applicable law :

Each Order and the present General Terms and Conditions of Purchase shall be governed by French law. Any dispute related to their execution, termination, interpretation, etc. shall be submitted to the jurisdictions of Chateauroux, Indre, France.

Company :

Date :

Signature and seal :