

## GENERAL TERMS AND CONDITIONS OF PURCHASE

### **Article 1 - Conditions applicable to SIDEL purchases**

These General Terms and Conditions of Purchase apply to all purchases, whether of manufactured products or from plan, made by SIDEL and its directly or indirectly owned subsidiaries within the meaning of article L. 233-1 of the French Commercial Code (hereinafter 'SIDEL'), of any kind of product, material, equipment, spare part, component or associated service (hereafter 'the Products'). Hence, acceptance of an order from SIDEL obliges the Supplier to comply in full with these General Terms and Conditions of Purchase, the Special Terms and Conditions, and all particulars in SIDEL's order. The Supplier's General Terms and Conditions of Sale (if any) are hereby expressly excluded, without prejudice to mandatory provisions of article L. 441-6 of the French Commercial Code. Should there be any inconsistency between these General Terms and Conditions of Purchase and the Special Terms and Conditions, the latter shall prevail; particulars of SIDEL's orders shall prevail over both the General Terms and Conditions of Purchase and the Special Terms and Conditions.

### **Article 2 – Acknowledgment of receipt of order**

The Supplier shall acknowledge the order within five (5) working days of its date of issue. If it does not, any performance of part or all of the order shall be regarded as unreserved tacit acceptance of the order and of these General Terms and Conditions of Purchase. Reservations or modifications to the order by the Supplier, and any exceptions to these General Terms and Conditions of Purchase, shall be subject to prior written agreement by SIDEL.

### **Article 3 – Delivery times**

Compliance with the date of delivery stated in the order is mandatory. Delivery date shall be the date on which the Supplier shall make the Products available to SIDEL at the address given in the order, such Products being in compliance with the required quantity and quality. Early and/or partial delivery must be expressly agreed by SIDEL. The Supplier shall inform SIDEL as soon as possible if it anticipates any delay in fulfilling the order; such notification shall not relieve the Supplier of any liability.

### **Article 4 – Packaging – Delivery – Acceptance of Products**

It is the Supplier's responsibility to supply, at its own expense, the Products properly packed to ensure the complete protection of the Products until delivery. The Supplier shall elect a mode of transportation, and accepts all resulting costs, liabilities and risks until Products are delivered at the place of delivery indicated in the order. The Supplier shall, at its own expense, take out insurance to cover the Products until delivery. Delivery shall take place during SIDEL's working hours or those of the recipient of the delivery. Deliveries may be refused if unaccompanied by a delivery note including full details of the SIDEL's order. Signature of the Supplier's or carrier's delivery note shall not be deemed as acceptance of the Products and does not relieve the Supplier or carrier of its obligation to deliver Products which are compliant and without defects. Delivery shall not be deemed accepted by SIDEL until the delivery has been checked against the order and the attached technical documents in terms of both quantity and quality. If the Products are refused or are accepted with reservations, after checking, SIDEL may, without prejudice to any damages and/or penalties for late delivery, (1) demand from the Supplier: (a) a free replacement for the defective or non-compliant Products, or (b) their free repair or modification, or (c) a total or partial refund, or (2) after consultation with the Supplier, have the Products repaired by a third party of SIDEL's choice at the expense of the Supplier. Any return of refused Products and any delivery of new or repaired Products shall be at the Supplier's expense and at its own risk.

### **Article 5 – Penalties for late delivery**

In case of late delivery and/or refusal of acceptance or partial acceptance and/or with reservations, SIDEL reserves the right to require express delivery of the Products at the Supplier's expense and/or to apply, without prior formal notice and without any court decision, the following penalties for late delivery. Such penalties shall be levied at a rate of 0.5% of the total value of the order (net of tax) per calendar day of delay. The maximum limit of penalties shall be 10% of the total value of the delayed order (net of tax). Such penalties shall be without prejudice to SIDEL's other rights and remedies. Force majeure alleged by the Supplier shall not be taken into account unless strictly external to the Supplier, external, and totally beyond

its control, and on condition that the Supplier has informed SIDEL thereof in writing no later than eight (8) days after the occurrence of such events of Force majeure.

#### **Article 6 - Price**

Prices and payment terms are stated in the Special Terms and Conditions or in the SIDEL's order. Prices for Products are net of tax and shall include all costs of packaging, insurance and carriage for the Products to the place of delivery.

#### **Article 7 – Invoicing**

The Supplier shall send three (3) copies of each invoice to the suppliers' Accounting Department of SIDEL. Invoices shall include sufficient information including details of the order and delivery note and, where applicable, the Supplier's VAT number.

#### **Article 8 – Transfer of title – Transfer of risk**

The risk shall pass to SIDEL upon delivery of the Products at the delivery location referred to on the order, and any provision to the contrary shall be expressly excluded. Transfer of title shall take place when SIDEL has been delivered the Product. Such transfer of property shall not relieve the Supplier or SIDEL of their respective obligations.

#### **Article 9 – Fulfillment of orders**

The Supplier may not assign all or any part of any SIDEL's order without the prior written approval of the latter. If the Supplier employs sub-contractors, the Supplier shall be wholly liable for full and complete fulfillment of orders. If the Supplier provides on-site services for SIDEL, it shall comply with all legal requirements and SIDEL's applicable site regulations, in particular, relating to health, hygiene and safety. Any forecast planning of which the Supplier may be informed by SIDEL shall be for guidance only, and SIDEL will accept no liability, and the Supplier shall not be entitled to any indemnity whatsoever, if the forecasts are not met.

#### **Article 10 – Warranty**

Without prejudice to any statutory warranty that may apply, the warranty period for the Products shall be that agreed in the Special Terms and Conditions or in the SIDEL's order.

#### **Article 11 - Insurance**

The Supplier shall be responsible for all documentation, tools and supplies belonging to SIDEL and given into his safe keeping. The Supplier shall take out insurance to cover the aforesaid goods against risk of destruction, theft, fire and any other damage. The Supplier shall take out and maintain third party liability insurance (including public liability, professional liability, product liability) to cover the pecuniary consequences of any liability that the Supplier may incur for personal injury, damage to property or consequential loss caused to SIDEL or to a third party by its Products, services or activities. The Supplier shall supply proof of such insurance to SIDEL immediately on request. The Supplier shall also ensure that all its suppliers and sub-contractors also comply with this clause.

#### **Article 12 – Intellectual property rights**

The Supplier warrants the lawful possession of its Products and of those of its sub-contractors or co-contractors to SIDEL, particularly as regards intellectual property rights. The Supplier shall indemnify SIDEL in full for any damage that may be caused to SIDEL or to its customers by any infringement action or action for unfair competition brought against it/them for use or possession of all or part of the Products. All drawings, technical documents and, in general, all intellectual rights conveyed to the Supplier by SIDEL, or which may arise from fulfillment of orders (in the latter case, insofar as they relate to items specifically intended for use by SIDEL) shall be the sole and entire property of SIDEL. The Supplier shall not use them for any purpose other than the fulfillment of SIDEL's orders. All intellectual property rights are reserved and may not be reproduced, used, exploited, licensed, represented or conveyed to third parties in any way whatsoever without the prior written authorization of SIDEL. These property rights are of unlimited duration and extend to all territories and to all attaching rights, including the right to use, reproduce, represent, manufacture, affix, translate, adapt or exploit. SIDEL shall retain the ownership of any special tools it may make available to the Supplier. In such cases the Supplier shall be solely responsible for the safe-keeping of

the special tools and the associated risks and shall return them to SIDEL immediately on request. The Supplier shall not use such tools for any purpose other than the fulfillment of SIDEL's orders.

**Article 13 - Confidentiality**

All technical, industrial, commercial and financial information to which the Supplier may have access as part of or during its contractual relationship with SIDEL shall be treated in strictest confidence. The Special Terms and Conditions and the SIDEL's orders are confidential. The Supplier shall ensure that its employees, suppliers or sub-contractors (if any) comply with this confidentiality requirement.

**Article 14 - Termination**

In the event of a failure by the Supplier to perform any of its obligations, SIDEL may terminate or cancel the order(s) concerned by way of a letter with acknowledgment of receipt, provided that the breach has remained uncured for ten (10) days as from formal notice to the Supplier of such breach, without prejudice to any damages which SIDEL may thereafter seek from the Supplier.

**Article 15 – Jurisdiction – Applicable law**

Any dispute relating to the conclusion, interpretation or performance of these General Terms and Conditions of Purchase and/or of the Special Terms and Conditions and/or the SIDEL orders, and any difficulties relating to the business relationship between the Parties, shall be subject to the sole jurisdiction of the Tribunal de Commerce of Paris (France) and to French law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

**Article 16 – Undertaking**

The Supplier has read and accepted these General Terms and Conditions of Purchase unreservedly.