

# GENERAL PURCHASE TERMS AND CONDITIONS APPLICABLES TO THE CROUZET COMPANY

## **CROUZET**

*(January 2022 Edition)*

### **ARTICLE 1 - GENERAL CONDITIONS**

These General Terms and Conditions of Purchase (hereinafter the “**T&C’s**”) are applicable as of January 1<sup>st</sup> 2022 for all of the purchases made between the CROUZET company whose head office is located at Zone Industrielle Lot N°16, Sidi Maarouf, Casablanca, registered in the commercial register of Casablanca under the number 79949 (RCS 663 820 413) (hereinafter “**CROUZET**”) and the suppliers and replace all previous general terms and conditions of purchase in place. The T&C’s are written in different languages and attached to the purchase order. In the event of any conflict the French version shall prevail.

### **ARTICLE 2 - ORDER**

2.1 The order means any request for products or services (hereinafter the “**Supply(ies)**”) made by the Subsidiary with a supplier and refers to the content of the contractual document hereinafter called the “**Order**” or the “**Purchase Order**”. Except if otherwise specified in a separate document agreed by the parties, the acknowledgement of receipt attached to the Purchase Order must be returned to CROUZET, duly signed within five (5) calendar days of receipt of the Purchase Order, otherwise the Purchase Order will be considered, accepted. All rejection of the Purchase Order by the supplier must be notified to CROUZET by registered letter with acknowledgement of receipt before the expiration of the acceptance period.

2.2 Acceptance by the supplier of the Order including the T&C’s implies the unreserved acceptance of the latter which prevail without exception over any General Sales Terms and Conditions. However, if special terms and conditions to the contrary are provided in the Order, they shall prevail over these T&C’s.

2.3 At any time during the performance of the Order, CROUZET reserves the right to change the quantities, date or place of delivery of the Supplies. These modifications are the subject of an amendment negotiated between CROUZET and the supplier specifying, where applicable, the new contractual delivery and/or acceptance deadline and the adaptation of the economic conditions of the initial Order. As an exception and within the framework of the conditions provided for in Article 18 (TERMINATION), CROUZET reserves the right to modify and/or terminate an Order unilaterally subject to complying with the notices and conditions of said articles.

### **ARTICLE 3 - DELIVERY DATES - ACCEPTANCE PROCESS**

3.1 The contractual delivery date means the date on which the Supply, which is subject of the Order, is accepted by CROUZET in accordance with the Acceptance procedure defined below. This contractual date is imperative and constitutes an essential provision of the Order. If applicable, when the Supply requires any documentation necessary for its identification, use and maintenance, the latter shall be provided prior to Acceptance.

3.2 All deliveries in Morocco are made free of charge for all costs to the destinations indicated in the Order. In the case of international Supplies, delivery shall be made in accordance with the Incoterm mentioned in the special terms and conditions relating to the Order.

3.3 The “Acceptance” means (i) the procedure for the acceptance of the Supplies and the visual inspection of the goods on the premises of CROUZET and/or its subcontractors in order to ensure that the Supplies are in compliance with the Order, or (ii) any validation and/or functional procedure testing procedures of the Supply to confirm that a service has been fully performed by the supplier. However, this Acceptance procedure is only intended to check the conformity and apparent defects of the Supply, without prejudice to future actions, which CROUZET may take against any defect and/or non-compliance of the Supply.

3.4 Early deliveries or adjournments are only possible with prior written agreement of Crouzet.

3.5 The Supplier undertakes to deliver spare parts for a period of ten (10) years following Acceptance.

#### **ARTICLE 4 - PACKAGING**

The Supply shall be properly and sufficiently packaged in suitable packing materials, and precautionary measures must be taken in order to protect them in all circumstances. The Supply shall be identified with reference to the Order. It is specified that the cost of the packaging is included in the Order's price. Unless otherwise stated, the packaging is not returnable. If the packaging is returnable it is at the supplier's costs.

#### **ARTICLE 5 - DELIVERY DATES/ DELAY**

5.1 The deadlines are mandatory and are an essential part of the Order. In the event of a delay by the supplier with respect to the deadlines mentioned in the Order, CROUZET reserves the right, without prior formality, to apply to the supplier late penalties equivalent to 10% of the Order per calendar day of delay without prejudice to the right of claim for compensation or damages. This contractual penalty is accepted by mutual agreement of the Parties considering the sector and the specificity of CROUZET's businesses. Therefore, it cannot in any way be assimilated to late payment compensation resulting from the provisions of articles 78.1 and following of the commercial code.

However, and without prejudice to its rights to penalties or any damages, CROUZET reserves in this case the possibility of automatic termination of the Order, in part or in full, for fault of the supplier in accordance with Article 18.1 (TERMINATION).

5.2 The performance of CROUZET could be measured on a case by case basis.

#### **ARTICLE 6 - SHIPMENT – TRANSFER OF TITLE**

Unless otherwise specified, transfer of risk shall take place only after the Acceptance by CROUZET at the delivery location. Furthermore the supplier expressly waives its right to use any clause related to retention of title.

#### **ARTICLE 7 - CONFORMITY – REJECTION**

7.1 The supplier declares that the Supply complies with the best quality criteria in force in the profession and with the associated professional standards.

7.2 The supplier is responsible for verifying and guaranteeing the conformity of the Supply, packaging and labelling with the terms and conditions of the Order. The intervention of the CROUZET control office does not relieve the supplier of its compliance obligation.

7.3 CROUZET reserves the right to refuse any Order that is partial, in excess or non-compliant or which does not mention all the information necessary for its identification or origin. Such refusal may take place up to one (1) month after the Acceptance procedure, notwithstanding any claim for damages by CROUZET.

7.4 The return will be made by CROUZET, freight collect, to the supplier's address and at the supplier's risk and peril. Any rejected Supply shall give rise to a credit note and shall be considered as not delivered.

#### **ARTICLE 8 - WARRANTY**

8.1 Unless otherwise specified and by the application of article 573 of the Dahir which is a part of the obligations and contracts code dated in 1913 September the 12<sup>th</sup>, the supplier guarantees formally CROUZET in particular against any defects in design, implementation or material, during a period of twenty-four (24) months from the Acceptance of the Supply. The supplier guarantees that the Supplies shall perform all services and functions for which the supplies are intended, and that the supplies shall comply with the specifications defined in the Order.

8.2 During the contractual guarantee period provided for in the previous paragraph, the supplier undertakes to carry out, at CROUZET's choice and free of charge, the rectification, replacement or repair of all or part of the Supply that does not comply with the specifications of the Order. This guarantee includes (i) in the event of the supply of a product, all the costs associated with the various rectification, replacement or repair operations in particular, such as, but not limited to, the costs of transport, loading and/or unloading and (ii) in the event of services, a new performance of said service free of charge. In the event that the supplier, called upon to perform its warranty, does not

intervene quickly and efficiently, CROUZET reserves the right to intervene or involve a third party instead of the supplier at the latter's expense.

8.3 Any Supply that is replaced, rectified or repaired under this warranty is itself guaranteed for another period of twenty-four (24) months and also by the application of article 573 of the Dahir which is a part of the obligations and contracts code dated in 1913 September the 12<sup>th</sup>.

## **ARTICLE 9 - SUPPLIER FAILURE**

9.1 In the event that the supplier proves to be unable to satisfy the conditions of the Order previously accepted and without prejudice to the conditions of Article 7 (CONFORMITY), CROUZET reserves the right to request the reimbursement of the sums already paid to the supplier and the costs incurred to compensate for the failure of the latter. CROUZET also reserves the right to claim damages for the supplier's failure.

9.2 If the Supplier's failure makes the delivery impossible within the time limit, CROUZET has the right to entrust any third party for having delivered the Supply at Supplier's costs.

## **ARTICLE 10 - PRICES**

Unless otherwise specified, prices shall be firm, fixed, non-subject to escalation, all duties paid, and shall apply to Supplies delivered in accordance with the provisions of Article 3 (DELIVERY DATES - ACCEPTANCE PROCESS) hereof.

## **ARTICLE 11 - INVOICING – CREDIT NOTE**

11.1 All invoices shall be drawn up in three (3) copies and sent to CROUZET at the address specified in the Order (and/or by email at [ap.invoices@crouzet.com](mailto:ap.invoices@crouzet.com)). Unless otherwise specified Each invoice shall cover a single Order. Unless otherwise specified, invoices shall bear the following information:

- the order no
- the delivery note number
- the detailed description of the supply
- unit price
- total amount per line
- total amount of the invoice
- the Crouzet ICE number on the invoice address (001555162000083)
- the ICE number of the supplier in the footer
- currency
- customs tariff
- country of origin (if applicable)
- as well as any other information that may be required by applicable law or usage on the invoice issue date

11.2 Each invoice concerns only one Order.

11.3 Adjustments in the amounts of the invoices due to price litigations, quantity or other discrepancies will be made through credit notes requested by CROUZET. Upon receipt of the credit note by CROUZET, the invoice will be paid taking into account the deduction of the credit note. In the event of the non-receipt of the credit note within five (5) calendar days upon the request, CROUZET has the right to compensate the invoice in accordance with the provisions of the applicable law.

11.4 CROUZET has the right to suspend the payment of any invoice which is not complying with the provisions of the applicable law and/or the provisions of this article.

## **ARTICLE 12 - PAYMENT**

Subject to special conditions to the contrary, all payments will be made by bank transfer at sixty (60) days end of the month from date of invoice.

## **ARTICLE 13 - TRANSFER OR SUBROGATION OF ORDER CLAIMS, RIGHTS AND/OR OBLIGATIONS**

The supplier agrees not to assign or transfer any rights and/or obligations ensuing from the order, in full or in part, without the CROUZET's written agreement. Moreover, the supplier agrees not to contract, modify or terminate a factoring agreement without prior agreement from the CROUZET's accounting department. The supplier agrees not to subcontract without the CROUZET's prior written agreement.

## **ARTICLE 14 - LOANED TOOLING AND ARTICLES**

Tooling manufactured by the supplier, for total or part account of CROUZET, and articles, and tooling, made available to the supplier by CROUZET (hereafter the "Tooling") shall be used solely for the purpose of executing Orders. The supplier shall be responsible for keeping and maintaining such articles and Tooling at its own expense and risk. The supplier shall take out all necessary insurance and provide proof thereof upon request of CROUZET. Such articles and Tooling are and remain the property of CROUZET. If ownership Identity is not apparent on loaned Tooling and articles, supplier shall mark these items with a permanent marking or plate indicating such ownership. The supplier must return or communicate the listing of such goods and Tooling in good condition and at its costs upon request of CROUZET.

## **ARTICLE 15 - INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS**

15.1 Any study, results, as well as the various elements comprising them, such as plans, drawings, models, prototypes, ordered by CROUZET from the supplier, in connection with the execution of the Order (hereinafter the "Results"), is the exclusive property of CROUZET. Consequently, the supplier is prohibited from using the Results (or allowing it to be done by third parties) for purposes other than the fulfilment of the Order. If specific software or other IT services are provided pursuant to the Order, acceptance thereof automatically implies the assignment by the supplier to CROUZET of the exclusive rights of use, operation and marketing of said software and/or IT services. The supplier also undertakes to send at CROUZET's first request, the source and object code of the said software as well as the associated documentation.

15.2 The supplier defends and holds CROUZET harmless against any lawsuit from third parties, based on intellectual property rights of the Supply and/or related to the goods and Tooling. In the event of any lawsuit, the supplier undertakes to bear all costs related to such third-party claim and in particular representation fees.

## **ARTICLE 16 - CONFIDENTIALITY**

16.1 All information, whatever the nature, including but not limited to technical, commercial, financial or whatever medium, exchanged between the supplier and CROUZET, must be considered as confidential and used only for the execution of the Order only.

16.2 The supplier and CROUZET undertake to keep this information confidential and to take all necessary measures to preserve the confidentiality in respect particularly of their permanent and temporary staff or any third parties who have access to the confidential information.

16.3 Therefore, the Supplier shall take all necessary measures to ensure that the specifications, formulas, drawings and plans relating to the Subsidiary Orders are not communicated or disclosed to third parties either by itself or by its agents, employees or subcontractors.

16.4 As soon as the Order has been completed or upon the first request, supplier and CROUZET undertake to return all related confidential documents to the other party immediately.

## **ARTICLE 17 - PUBLICITY**

The supplier undertakes not to exhibit and/or publish components delivered to CROUZET without its written authorization. Orders shall in no case or form whatever, give rise to direct or indirect publicity without written agreement of CROUZET.

## **ARTICLE 18 - TERMINATION CLAUSE**

18.1 CROUZET has a right to immediately terminate the Order or any part of it, without prejudice of any damages from CROUZET, in the event that the supplier fails to perform its obligations under the Order or these T&C's, and has failed to remedy such breach within eight (8) calendar days by all proven means.

18.2 In the event of a change in its strategy and/or partial or total termination of the main contract with its customer, CROUZET reserves the right to terminate all or part of the Order within one (1) month after notified the supplier of its intention to terminate by all proven means. On this basis, CROUZET undertakes to pay the supplier for the Supplies in the process of being delivered as well as the Supplies in the process of being manufactured.

18.3 CROUZET has a right to modify and/or terminate the Order without notice in the event that the supplier delivery is delayed more than one (1) week as a result of force majeure (within the meaning of the Obligations and Contracts Code) without prejudice of any damages from the supplier.

#### **ARTICLE 19 - APPLICABLE LAW**

19.1 The T&C's and the resulting Orders and contracts shall be governed by and interpreted in accordance with the Moroccan law, to the exclusion of the provisions of the Vienna treaty of 11 April 1980 regarding the international sale of goods.

19.2 Any dispute relating to the T&C's and/or the contracts arising therefrom and/or the business relationship, which cannot be settled amicably, shall fall under the exclusive jurisdiction of the Casablanca Commercial Court or any competent court within the jurisdiction of the Casablanca Court of Appeal.

#### **ARTICLE 20 - SUSTAINABLE DEVELOPMENT**

20.1 CROUZET undertakes to abide by the OECD guidelines concerning sustainable development and the rules defined in ISO standard 14001, in particular those pertaining to environmental protection.

20.2 In general, the supplier undertakes to comply systematically with the laws and regulations applicable to it, relating to the protection of the environment, waste management as well as the prohibition or restriction of the use of certain products or substances. The supplier shall indemnify CROUZET for all costs, damages and losses incurred by CROUZET and/or borne by it in respect of third party claims, due to the presence in the Supply of dangerous and/or prohibited products or substances and more generally, any breach of any of these laws and regulations.

20.3 The supplier further undertakes to inform CROUZET of the existence in its Supplies of "conflict mineral" substances in accordance with the requirements of the US Dodd Franck Act of 2010 and/or other similar law.

#### **ARTICLE 21 - PROCESS/PRODUCT CHANGE MANAGEMENT**

21.1 The supplier shall notify CROUZET in writing by registered letter any settlement to terminate the commercialization or any major change which includes all significant information system changes, process changes, Supply changes for key components, design changes, geographical relocation of manufacturing site, that affect the agreed specifications, the mechanical form or fit, the packaging, the environmental compatibility, the life, the reliability or the quality of the Supply.

21.2 The supplier shall notify CROUZET in writing by all proven means nine (9) months in advance of the end of the commercialization or the planned implementation date for such a major change. CROUZET may refuse any such major change. The supplier remains in any case fully accountable and responsible for any major change applied to the Supply delivered to CROUZET or its Assembly Subcontractors. In all cases, such changes will be at no cost for the Subsidiary. The supplier shall reimburse the Subsidiary of any costs incurred by the Subsidiary in connection with the Product and/or Component change qualification.

#### **ARTICLE 22 - LIABILITY**

Subject to the applicable law, the supplier assumes full responsibility for all damages resulting from the supplier. Thereby, the supplier shall indemnify CROUZET, without any limitation of amount, for any damages that the supplier may cause during or at the end of the contractual relationship and even in the absence of coverage by its insurance policies.

## **ARTICLE 23 - INSURANCE**

The supplier declares to hold suitable insurance policies covering all damage that may be caused to CROUZET and third parties as well as bodily injury that might result in the delivery of the Supplies. The supplier shall maintain the insurance policies or any other documents which will replace it for the complete duration of the Order. The supplier undertakes to provide, when requested by CROUZET or when there is a change of insurance policies, all the relevant certificates/documents.

## **ARTICLE 24 - GENERAL DATA PROTECTION REGULATION**

The supplier and CROUZET undertake to comply with national and international regulations on the protection of personal data, especially the Moroccan law n°09/08 related to the protection of the protection of natural persons with regard to the processing of personal data only for the purposes of the performance of the supply contract, to implement all necessary security and confidentiality measures in order to protect this type of data, to ensure the compliance of any transfers outside the Morocco, to delete such data at the end of the agreed retention period and to comply with the requests of the data subjects concerned by such data. Furthermore, the supplier undertakes to notify CROUZET of any security breaches resulting in an impact on the processing of these data.

## **ARTICLE 25 - LEGAL REQUIREMENT**

In compliance with the legal provisions applicable to the fight against illegal employment and against undeclared work and in particular Articles D. 8222-5 and D. 8222-7, the supplier must fulfil its reporting obligations (provision of declarations of activity and salaried employment) and its obligations to pay social security contributions.

As such, the supplier undertakes to send CROUZET eight (8) business days before the creation of the first Order then every year until the end of the commercial relationship :

- one of the following documents dating from less than three (3) months: a copy of ICE, an extract from the supplier's registration from the commercial register or an identification card justifying registration from the directory of trades or a RC certificate (model J).
- A risk insurance certificate, for service providers working on Crouzet sites.

## **ARTICLE 26 - GENERAL CLAUSES**

26.1 Cancellation: In the event of cancellation of one of the non-substantive provisions of the T&C's for any reason whatsoever, the other provisions shall continue to apply.

26.2 Principles of responsibility: The supplier undertakes to comply with the principles of responsibility of the CROUZET group which constitute the basis of the commitment of the CROUZET group to affirm its willingness to comply with the laws and regulations of each country in which the CROUZET group operates (hereinafter the "POR"). The POR and the Supplier Charter take into account the main principles to which CROUZET group companies adhere and are available on request.

26.3 Origin: The supplier undertakes to send the information relating to the origin of the Supplies to CROUZET, whether by a certificate of origin or by an indication on the invoice, in accordance with the regulatory requirements in force and following the express request of CROUZET. Certificate of origin means certificates issued by local authorities. In addition, any fine or penalty imposed by an administration resulting from a false indication of the origin of the Supplies by the supplier will be systematically re-invoiced to the supplier in its entirety without prejudice of any other compensation that CROUZET may intend to seek.

26.4 Continuity plan: The Supplier undertakes to put in place and maintain a business continuity plan. To this end, the supplier undertakes to send the latter on first request from CROUZET. In addition, any modification of the said plan must be duly notified to CROUZET without delay by the supplier.

26.5 Economic dependence: The supplier undertakes not to have more than 25% of its annual turnover with CROUZET. Should the annual turnover with CROUZET exceed 20%, the supplier undertakes to alert CROUZET immediately. In the event of exceeding the 25%

mentioned above, the supplier and CROUZET undertake to meet and discuss them in order to find an amicable solution to this situation. In any event, if no solution is found within three (3) months, CROUZET reserves the right to terminate all or part of the Orders under the conditions of Article 18.1 (TERMINATION).

26.6 Anti-corruption: The supplier and its employees undertake to comply with the anti-corruption regulations applicable both in France and abroad and shall refrain formally from offering, making promises, making donations, gifts or any other benefits whatsoever to any employees of CROUZET or to any person in business with CROUZET, with the intention that such persons shall perform or refrain from performing an act inherent in their function, or abuse their alleged or actual influence with a view to obtaining benefits, jobs, contracts, other favourable decisions or any other undue or unjustified advantage.

26.7 Website: These T&C's are available on the web at the following link: <https://www.crouzet.com/>