

<b>GENERAL PURCHASE TERMS AND CONDITIONS APPLICABLES TO THE STPI CROUZET AND REL CROUZET COMPANIES</b>
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**CROUZET**

*(April 2024 Edition)*

**ARTICLE 1 - APPLICATION OF TERMS OF PURCHASE**

The terms of purchase herein define the procedure for awarding and fulfilling orders placed by our company. The acceptance of orders by a supplier (hereafter the "Supplier") implies unconditional acceptance of these terms. Specific terms may appear in orders and in this case, override the terms herein.

**ARTICLE 2 - ORDERS AND ACKNOWLEDGEMENT**

All purchase orders must be confirmed on our company's printed order forms issued by the Purchasing department. Our company does not accept liability in the event that a Supplier has begun to fulfil and order without having received this form. The Supplier shall acknowledge receipt of the order in writing, no later than five (5) working days after its date of issue; otherwise the order will be deemed accepted without reservation. In the event that the Supplier should express reservations, they will, to be admissible, have to have been accepted by us in writing.

**ARTICLE 3 - PACKAGING, SHIPPING AND DELIVERY**

Unless otherwise stated, supplies travel at the Supplier's risk. They must be delivered free of postage and packaging to our company's plant, at the place indicated in the order; foreign supplies shall be delivered «Delivered Duty Paid» (DDP place of destination, according to ICC Incoterms - 2020 Edition). The Supplier defines and implements appropriate packaging for the transport method and storage on our company's premises. Unless otherwise stated, each package will come with a label containing the name of the Supplier, the order number and the place of delivery. Each delivery will be accompanied by the documents required by the order and a delivery note in duplicate stating the order number and a description of the supplies.

**ARTICLE 4 - OUTSOURCING**

The Supplier shall not subcontract the work entrusted to it to third parties without the prior written consent of our company. The Supplier shall be liable vis-à-vis our company for the consistent fulfilment of any assignment in subcontracting.

**ARTICLE 5 - TOOLS**

Tooling manufactured by the Supplier, for total or part account of our company, and articles, and tooling, made available to the Supplier by our company (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 our company. Such articles and Tooling are and remain the property of our company. 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 our company.

**ARTICLE 6 - DELIVERY DEADLINES**

Delivery deadlines specified on orders are mandatory and are for goods received by the Buyer, in quality and quantity. The Supplier shall immediately inform our company of any foreseeable delay and the measures taken to remedy it, all expenses resulting being supported by the Supplier. In addition, any delivery made after the contractual date will give rise ipso jure to overrun penalties deducted from payments, and equal, either to a percentage of the value of the delayed delivery, or the prejudice suffered by our company because of the overrun, whichever is higher. This percentage is one-half percent (0.5%) per calendar day of overrun for the five (5) days, and rising to one percent (1%) per day beyond that.

**ARTICLE 7 - QUALITY ASSURANCE**

Supplies must comply with the instructions in the order, our company's purchase specifications and the standards in force. The requirement of compliance as detailed above and incumbent on the Supplier, is an obligation to results. Any inspections that might be carried out by our company do not relieve the Supplier of this obligation. Our company reserves the right to visit the Supplier's workshops or those of third parties to whom it has entrusted work and for whom it stands guarantor. For this purpose, the Supplier will provide free access to the premises and technical files involved in the orders.

**ARTICLE 8 - RECEPTION**

Acceptance of supplies will take place at the location specified in the order. Our company reserves the right to refuse supplies in case of non-conformity of the goods with orders,

purchase specifications and standards in force, in the absence of accompanying documents, in the event of part or surplus deliveries, or in the case of late delivery. Any refused supply must be removed by the Supplier within eight (8) days of notification of such a refusal by our company. Failing this it will be returned at the Supplier's expense and risk. Our company may require the Supplier to correct non-conformities within a given time frame. Failing intervention by the Supplier within the time requested, our company can carry out alterations, and draw up a debit note to cover the cost of such work plus management and assessment costs. The amount of these fees will be deducted from payments. These terms do not preclude our right to exercise all other rights and remedies.

#### **ARTICLE 9 - TRANSFER OF OWNERSHIP - TRANSFER OF RISKS**

Transfer of ownership takes place at delivery, notwithstanding any reservation of title clause referred to by the Supplier. For purchases within France, the transfer of risk takes place upon delivery at the place indicated on the order, after our company has signed the proof of delivery. For purchases from a foreign country, it will depend on the chosen Incoterm.

#### **ARTICLE 10 - PRICES, INVOICING AND PAYMENT**

Unless otherwise stated, prices are firm and net, not subject to revision, and include transportation costs as well as suitable packaging for transport and storage of the supply. Supplier invoices must show VAT, the order number and the proof of delivery number, be addressed under separate envelopes in triplicate to the address shown on the order, to the Accounts Payable department. Payment is made by bank transfer at the end of the month forty-five 45 days from date of invoice.

#### **ARTICLE 11 - CANCELLATION OR REDUCTION OF ORDER**

In the event of a change in its strategy and/or partial or total termination of the main contract with our customer, our company 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 registered letter with acknowledgement of receipt. On this basis, our company 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.

#### **ARTICLE 12 - GUARANTEE**

The Supplier guarantees compliance of the products delivered and the work carried out with the technical specifications and quality specified in the order for a duration of twenty four (24) months from the date of acceptance of the products. Whatever the nature of any defect found, the Supplier will replace free of charge any product found to be defective during the year running from the date of receipt of supplies on our company's premises. Any intervention under the guarantee is itself guaranteed for a period of one year after the intervention or for the remainder of the original guarantee, whichever is longer. The provisions of common law relating to the legal guarantee of the seller shall remain applicable and our company can therefore claim any damages for prejudice suffered by itself, its customers or third parties as a result of deficiencies found.

#### **ARTICLE 13 LIABILITY - INSURANCE**

The Supplier shall, on request from the Purchaser, prove that it is covered by a civil liability insurance policy to cover damages and losses of any nature which could affect its staff, including third parties, especially the Purchaser, its subsidiaries and related companies, their customers and Suppliers and those of the Supplier, as well as property belonging to it or entrusted to it.

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

#### **ARTICLE 14 - SUSTAINABILITY**

The Supplier undertakes to inform our company at least twelve (12) months in advance of a stop in production or withdrawal of the supply from its catalogue. Our company may, within that time, order any quantities required.

#### **ARTICLE 15 - CONFIDENTIALITY**

The Supplier agrees to keep any technical and commercial elements that may have been brought to its attention in the fulfilment of orders from our company strictly confidential, not to disclose them to third parties and will refrain from using these elements for any purpose other than the fulfilment of these said orders. This obligation remains in effect after the order has been fulfilled. Documents provided by our company shall be returned to it on request immediately after fulfilment of the order.

#### **ARTICLE 16 - INDUSTRIAL PROPERTY**

Under these terms the Supplier holds no rights to use the technical specifications of equipment defined by our company, brand, patents, know-how or methods resulting from documents provided by our company. The results of studies carried out to fulfil orders remain the property of our company. Should the Supplier fail or terminate the order due to its own wrongdoing, our company will take possession of the results of existing studies and rights used by the Supplier for the fulfilment of the services covered by the order.

## **ARTICLE 17 - TERMINATION**

Should the Supplier fail to perform any of its obligations, our company may legally terminate the order, in whole or in part, without judicial intervention, eight (8) days after notice by registered letter with acknowledgment of receipt has remained unsuccessful. Such termination shall imply, ipso jure, should our company judge it useful, the transfer of ownership to the company of all supplies and work in process and, where appropriate, any special tools made for the purposes of the order, with an estimated price reached by mutual agreement, subject to any compensation that might be due. The same rules will apply if the termination should occur in connection with receivership or bankruptcy.

## **ARTICLE 18 - ACCESS RIGHTS**

You must grant right of access to our customers and regulatory bodies, to the production sites involved in the order and to all quality records. Some of our orders are suborders in government procurement and as such are subject to the requirements and general obligations governing these contracts, therefore the representatives of ministries and our own executives must have free access to our Suppliers' production plants.

## **ARTICLE 19 - SUSTAINABLE DEVELOPMENT**

19.1 Our company 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.

19.2 In general, the Supplier undertakes to comply systematically with the laws and regulations, both European and of the country of delivery, indicated in the Order (including in particular the European RoHS Directive 2011/65/EU and the European Reach Regulation CE 1907/2006), relating to the prohibition or restriction of the use of certain products or substances. The Supplier shall indemnify our company for all costs, damages and losses incurred by our company 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.

19.3 The Supplier further undertakes to inform our company 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 20 - GENERAL DATA PROTECTION REGULATION**

The Supplier and our company undertake to comply with national and European regulations on the protection of personal data, and in particular to use 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 European Union, 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 our company of any security breaches resulting in an impact on the processing of these data.

## **ARTICLE 21 - CLAUSE DE SAUVEGARDE**

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 to our company eight (8) business days after acceptance of the order then every six (6) months until the end of the commercial relationship:

- A certificate of coverage less than six (6) months old, issued by the URSSAF or by the General Social Security Fund (CGSS), Caisses du Régime Social des indépendants (RSI) or by Mutualité Sociale Agricole (MSA) depending on the Supplier's affiliation.

- One of the following documents less than three (3) months old: An extract of the Supplier's registration in the Trade and Companies Register (K or K bis) or an identification card proving registration in the trade register or a receipt for filing a declaration with a corporate formalities centre in the case of a registration that is underway.

## **ARTICLE 22 - GENERAL CLAUSES**

22.1 Cancellation: In the event of cancellation of one of the non-substantive provisions of this terms and conditions for any reason whatsoever, the other provisions shall continue to apply.

22.2 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.

22.3 Origin: The Supplier undertakes to send the information relating to the origin of the supplies to our company, 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 our company. 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.

22.4 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 our company. In addition, any modification of the said plan must be duly notified to our company without delay by the Supplier.

22.5 Economic dependence: The Supplier undertakes not to have more than 25% of its annual turnover with our company. Should the annual turnover with our company exceed 20%, the Supplier undertakes to alert our company immediately. In the event of exceeding the 25% mentioned above, the Supplier and our company 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, our company reserves the right to terminate all or part of the Orders under the conditions of Article 11 and 17.

22.6 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 our company or to any person in business with our company, 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 favorable decisions or any other undue or unjustified advantage.

22.7 Website: These terms and conditions are available on the web at the following link: <https://www.crouzet.com/>

#### **ARTICLE 23 - APPLICABLE LAW - DISPUTES**

Orders placed by our company are subject to French law. Any disputes relating to these orders come under the jurisdiction of the Trade Court covering our company, to the exclusion of any other designated by the Supplier in its correspondence or invoicing.