

GENERAL TERMS AND CONDITIONS OF PURCHASE

ARTICLE 1 - SCOPE

These General Terms and Conditions of Purchase (hereinafter referred to as “GTCP”) are automatically applied to the Purchase Orders issued by CAMUSAT GROUPE (hereinafter referred to as the “Company”) for the supply of goods or services (“Deliverables”), as defined in each Purchase Order or the Agreement expressly referring to these GTCPs. The Supplier’s General Terms and Conditions of Sale shall not apply to the Purchase Orders issued by the Company.

Any conditions contrary to the provisions of these GTCPs laid down by the Supplier, including those printed or affixed to its correspondence, shall be unenforceable to the Company unless expressly accepted by the latter, regardless of when they have been brought to the attention of the Company.

The derogating conditions from the present GTCPs may appear on the Purchase Order or in a separate live score football today written agreement signed by both the Company and the Supplier.

ARTICLE 2 - DEFINITIONS

Whenever used in these GTCPs or in connection with their implementation, the following terms shall have the meanings as defined below:

- 2.1. “Purchase Order” means the document issued by the Company pursuant to which the Company orders the purchase of goods and/or services from the Supplier in accordance with the GTCPs.
- 2.2. “Refusal Certificate” means the document by which the Company denounces the non-conformity (non-conformities) or the defect (defects) of the goods or services at the time of delivery.
- 2.3. “Rights Assignment” shall have the meaning ascribed to it in Clause 19 of this Agreement.
- 2.4. “Acceptance Criteria” shall mean the criteria provided in the Purchase Order or the Agreement and which must be met in order for the Company to accept the Delivery.

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- 2.5. “Agreement” means the agreement concluded between the Company and the Supplier relating either to the Delivery of equipment or to the provision of services or to the sale of equipment and services;
- 2.6. “Delivery Date” means the actual date on which a Product or Service was delivered.
- 2.7. “Defect” or “Defective” shall mean any non-compliance of the goods and services with the general terms and conditions of this Agreement and/or a relevant Purchase Order or any physical defect that would adversely affect its use.
- 2.8. “Intellectual Property Rights” shall mean the inventions, trademarks, industrial designs, geographical indications, domain names, know-how, processes, confidential information, licenses or individual rights arising from the intellectual activity, industrial, scientific or artistic fields.
- 2.9. “Confidential Information” means the information of any nature, written or unwritten, relating to the subject matter hereof, and more generally to the activities of the disclosing party, in particular all plans, drawings, data, forms, know-how, inventions, photographs, diagrams, technical explanations, software, configurations of computer hardware as well as any commercial or financial information such as information about products, services, projects, markets, customers, prices, etc.
- 2.10. “Deliverables” shall mean the equipment sold and/or the services performed regardless of their nature.
- 2.11. “Delivery” means the delivery of a Product or Service in accordance with the general terms and conditions of this Agreement.
- 2.12. “Operations” shall mean the sales operations and/or provision of services ordered by the Company.
- 2.13. “Site” means the place where the service is rendered or the equipment delivered.
- 2.14. “Party” means either the Company or the Supplier and “Parties” mean the Company and the Supplier, collectively.
- 2.15. “Personnel” or “Employees” of a Party shall mean all employees, agents and/or consultants of that Party engaged in the performance of that Party’s obligations under this Agreement.
- 2.16. “Price” means the amount to be paid by the Company to the Supplier in consideration for the Deliverables. The Price shall be established in the relevant Purchase Order or Agreement and is subject to acceptance by both Parties.

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ARTICLE 3 - PURCHASE ORDER

All purchases made by the Company must be the subject of a Purchase Order or an agreement, which must include, in particular, the description, quantity, price, delivery time, deadlines and method of payment. The Purchase Order shall only commit the Company if it is signed by a person duly authorized to represent it and, consequently, to issue purchase orders.

Any Purchase Order must be sent by the Company to the Supplier either by postal mail or by electronic mail. Regardless of the method of transmission, the Supplier shall acknowledge receipt of the Purchase Order within two (2) calendar days from the date of dispatch of the said Purchase Order.

Any Purchase Order, the receipt of which has not been acknowledged but which has been executed by the Supplier, in whole or in part, shall be deemed to have been accepted.

In the absence of receipt of the said acknowledgement upon expiry of this period, the Company reserves the right to declare the Purchase Order void and without object without the Supplier being entitled to any compensation.

Any reservations, changes and restrictions made subsequent to the receipt of the Purchase Order by the Supplier may be taken into consideration only in a written addendum signed by the Parties.

ARTICLE 4 - COMPLIANCE WITH THE REGULATIONS

The goods or services ordered must fully comply with the applicable legal and regulatory requirements, in particular with regard to:

- Quality, composition, presentation and labelling of the goods,
- Compliance with the environmental regulations,
- Labor and employment law, in particular with regard to cracking down on illegal employment.

The Supplier's staff shall in all circumstances remain under its exclusive subordination, which alone shall have the power to direct and control its employees. Therefore, the Supplier provides, in its capacity as employer, the administrative, accounting and social management of its employees engaged in the execution of the Purchase Order of the goods and/or services and undertakes to ensure compliance with the said obligations in case of sub-contracting. The Supplier's staff undertakes to comply with the hygiene and safety rules as these will have been previously communicated by the Company and guarantees to the Company that its

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subcontractors will do the same.

ARTICLE 5 - DELIVERY - EXECUTION - ACCEPTANCE - DELAY

5.1. Delivery

The Supplier undertakes to deliver the Products and its accessories and/or the Services in the quantity, quality and at the places/on the dates mentioned in the Purchase Order or the Agreement and at the opening hours of the reception service of the Company.

Each delivery must be the subject of a delivery slip (in duplicate), indicating the references of the Purchase Order, the items delivered, the quantity, the date of shipment and the packing. The slip shall be placed outside the package(s) in a sealed pouch.

In the absence of a duly filled out delivery slip, the reservations to the carrier not being possible, only the weights and quantities recorded by the Company will be retained for the payment.

5.2. Execution

The persons performing the works on the Company's premises, Company's sites or the Company's customers' sites in connection with the Purchase Order must observe the provisions of the internal regulations of each site as well as the legal provisions in force, in particular those concerning hygiene and safety. The Supplier shall be solely responsible for any incidents or accidents caused to the Company's staff on the site or the premises of the Company, except in cases of negligence or wilful misconduct of such staff.

5.3. Acceptance

The absence of any reserve or claim upon acceptance of the delivery by the Company shall not constitute a definitive acceptance of the Deliverables or a waiver by the Company of a subsequent recourse for non-compliance with the Purchase Order or apparent defects in the Deliverables.

The Company reserves the right to refuse all or a part of the Deliverables by simple letter, fax, electronic mail or any other means in case of delivery after the deadline, incomplete or in excess delivery or non-compliance with the Purchase Order.

After delivery, in case of non-compliance with the Purchase Order or apparent defects of the

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Deliverables, the Company must notify the Supplier of any non-compliance or apparent defects by electronic mail or by postal letter with acknowledgement of receipt. According to this notification, the unaccepted Deliverables will be made available to the Supplier at the place indicated in the said notification in order to allow the Supplier to check the reality of the complaints mentioned by the Company. If the Supplier fails to settle all objections and/or examine the Deliverables within half a day (1/2) from the date of receipt of the said notification, the Deliverables must be taken back by the Supplier at its own expense, risks and perils within the following ten (10) days, failing which the Deliverables not taken will be returned to the Supplier or destroyed at its own expense, risks and peril. Any down payments received by the Supplier shall be reimbursed to the Company within the following fifteen (15) days.

5.4. Deadlines

The delivery times of the Products and/or the execution of the Services indicated in the Purchase Order are imperative and cannot be changed without the prior written consent of the Company. No advance delivery will be received without the prior written consent of the Company.

In case of failure to comply with these deadlines, the Company may, by reason only of the delay:

- Apply penalties of 1% per day of delay calculated on the value of the Purchase Order, exclusive of tax, for the 1st calendar week and 1.5% per day of delay from the second week. Beyond this deadline of the second week, the Company will be entitled to cancel the Purchase Order,
- Cancel the said Purchase Order or terminate the Agreement in its own right for the balance of the Products and/or Services still to be delivered and without any judicial formality on simple notification, without prior notice and without prejudice to its right to be indemnified for any resulting damage, or
- After a formal written notice sent by the Company to the Supplier, not followed up within 24 hours, to purchase supplies from another Supplier for the balance of the Purchase Order at the defaulting Supplier's expense and risk which will authorize, in this case, the Company to use its rights over any intellectual or industrial property without restriction or reservation and free of charge;
- Claim the reimbursement of all amounts paid in the event the Deliverables are refused.

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Payment of these penalties for delay does not release the Supplier from its contractual obligations.

The Supplier shall be liable for any direct and indirect, material and immaterial damages caused to the Company or to third parties (in particular to customers of the Company) as a result of the Supplier's failure to fulfil its conforming delivery obligation, in particular the damages incurred by the Company in connection with the replacement of the non-Conforming Deliverables and any disruptions of its production as well as the costs invoiced to the Company by its customers.

5.5. Transport

In the absence of special provisions indicated in the Purchase Order, the transport is carried out at the Supplier's expense.

ARTICLE 6: OWNERSHIP OF RAW MATERIALS, ASSEMBLIES OR SUB-ASSEMBLIES

If, for the execution of a Purchase Order, the Company has made available to the Supplier parts, moulds, tools and other specific equipment, assemblies or sub-assemblies of raw materials, this provision is made via a loan agreement.

In any event and even in the absence of a loan agreement, the goods made available to the Supplier shall be deemed to have been deposited with the Supplier who undertakes to ensure their safeguarding and maintenance by any means. They may be used only to carry out the Purchase Order and may not be lent, made available to third parties, reproduced or copied, pledged or encumbered with any security, which could prejudice the rights and claims of the Company. No changes can be brought to such goods without the express consent of the Company.

The Supplier shall also take all industrialization and retention measures necessary to avoid confusion of said parts, moulds and other specific equipment with other products so that the Company may at any time exercise its rights of claim in the event of collective proceedings.

At the end of the Purchase Order, for any reason whatsoever, the goods must be returned at the first request of the Company.

As custodian, the Supplier guarantees the aforementioned goods against the risks of loss, theft, damage or destruction and shall subscribe an insurance as mentioned in the following Clause 13. As a prudent and diligent user, the Supplier must maintain them in perfect condition and be liable for their premature wear and drift. The Supplier shall notify the Company within a period fixed by mutual agreement between the Parties of the normal wear

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and tear which may render necessary the renewal of the said Goods.

ARTICLE 7: TRANSFER OF OWNERSHIP AND RISKS

Save as otherwise provided, the products subject to the Purchase Order become the Company's exclusive property upon delivery of the Purchase Order. No ownership reserve clause stipulated by the Supplier can be opposed to the Company unless it was expressly accepted in writing. The Supplier undertakes that no ownership reserve clause shall be stipulated by its own suppliers for any item delivered by said suppliers and integrated into the products subject to the order of the Company. The Supplier also undertakes to use all the means for the individualization of the Goods as they are carried out in order to avoid confusion with their own stocks or the goods intended for its other customers.

On the other hand, the transfer of the risks takes place according to the Incoterm indicated on the Purchase Order and, failing incoterm, upon Delivery of the goods not subject to the place designated by the Company. The Supplier shall, at its own expense and for sufficient amounts, take out an insurance covering the risks of loss and damage of the goods the ownership of which has been transferred to the Company.

The Products or Services ordered to the Supplier for the account and at the Company's expense, in whole or in part, and the goods and tools made available by the Company shall be used only for the fulfilment of the Company's Purchase Orders. The custody and maintenance of these Products and Services shall be performed by the Supplier at its own expense, risks and peril. The Supplier undertakes to take out all necessary insurances for this purpose and to provide justification.

ARTICLE 8 - PACKAGING AND DISPATCH DOCUMENT

The Supplier undertakes to deliver the Products with a packaging adapted to their nature, the mode of transport used and the storage for a delivery in perfect condition. The Supplier shall be liable for any damages caused by inadequate or inappropriate packaging.

Each packaging unit must bear, in a legible manner, the particulars prescribed by the regulations applicable in particular with regard to transport as well as the indications relating to particular handling or storage conditions. There will also be notices to show the Purchase Order number, batch number, exact name of the Products, sender's and recipient's names and addresses, quantity of units contained, gross and net weight of the package. The delivery shall be accompanied as mentioned in the previous Clause 5.1. By a delivery slip and, where appropriate, by safety data sheets.

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ARTICLE 9 - PRICE - INVOICING - TERMS OF PAYMENT

9.1. Price

Unless otherwise expressly stipulated in the Purchase Order or in the Agreement referring to the present GTCs, the applicable prices are firm and non-revisable and include any costs of transport, packaging, unloading, customs clearance, insurance, taxes, charges, taxes excluding VAT.

Prices may be subject to modification only after good faith negotiations in the event of a substantial change in the economic conditions (e.g. prices of raw material). Such amendment shall be formalized in a written document signed by both Parties.

9.2 - Invoicing

Each invoice shall be issued in duplicate by the Supplier on the date of acceptance by the Company of the Delivery of the goods or of the receipt without reserve of the Services by the Company. The Supplier's invoices shall reproduce all the mandatory and required legal notices, the number and the complete charging of the Purchase Order and shall be sent to the invoicing address indicated by the Company, accompanied by any documentary evidence of acceptance of the Products and/or Services. Failure to comply with these provisions will automatically result in the return of the relevant invoices and will suspend payment until a new complete and compliant invoice is sent.

The unit price must be quoted excluding VAT.

Each Purchase Order is invoiced. Invoices not included in the Purchase Order shall not be considered.

The returnable packaging must always be invoiced separately.

9.3 - Terms of payment

Payments shall be made in accordance with the particulars mentioning on the Purchase Order and, failing the mention of the payment period, payment of the invoice shall be made within sixty (60) days from the date of receipt of the invoice and contract documents. The issuance of the invoice does not imply final acceptance of deliveries or waiver of the warranty.

The currency of payment shall be the currency in which the Purchase Order is denominated. In no case may a change in currency parity be taken into consideration.

9-4. Absence of compensation

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Without the express prior written consent of the Company and provided that the reciprocal receivables and debts are certain, liquid and due, no compensation can be validly made by the Supplier between the possible penalties for delay in the supply of the Deliverables ordered or non-conformity of the Deliverables with the Purchase Order, on the one hand, and the amount owed by the Supplier to the Company in respect of the purchase of said Operations, on the other hand.

ARTICLE 10 - COMPLIANCE AND QUALITY CHECK

10.1. : Compliance check

The products delivered and/or the services rendered must comply fully with the specifications, drawings, standards, specifications in the Purchase Order or any other documents referring to them.

The Company reserves the right to have the relevant products and/or services examined at all stages of the execution of the Purchase Order, without thereby relieving the Supplier of its obligations and responsibilities.

As mentioned in the previous Clause 5.1., the non-conforming or defective products will give rise to a non-conformity signed by the Company. Within 24 hours following the date of receipt by the Supplier of the non-conformity, the latter shall liaise with the Company in order to put an end to this non-conformity within a period of ten (10) calendar days. At the end of this period, these products must be removed by the Supplier within the following ten (10) days, failing which, they will be returned to it at its own expense and risk.

When the products have been found defective or non-compliant, according to the quality control procedures of the Company, the Company reserves the right and without waiver of damages to:

- Cancel or suspend the outstanding balance of the goods,
- And/or require the Supplier to replace the defective or non-compliant products within the time agreed in the Purchase Order or Delivery Schedule,
- And/or to carry out or arrange for the necessary repairs to be carried out at the expense and under the responsibility of the Supplier;
- And/or to obtain the reimbursement of the costs generated by the incidents causing a breach of flow and/or other problems on to the Company and/or its final customer. The Supplier undertakes to assume the financial consequences thereof and to indemnify the Company upon receipt of the corresponding invoice.

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10.2.: Quality

The Supplier undertakes to comply with the Quality Assurance Standards and Procedures of the Company which have been communicated to it and which it has accepted, as defined in particular in the Quality Assurance Guideline for Suppliers or any other procedure agreed between the Parties.

The Company reserves the right to verify at any time compliance with the quality assurance rules accepted by the Supplier without this relieving the Supplier of its obligations and responsibilities.

The Supplier shall be responsible for the quality of the products delivered and shall define and apply a zero default strategy in any event and regardless of the degree of control, audit, assistance provided by the Company to the Supplier and/or its subcontractors.

The Supplier shall not modify the product or its manufacturing process without the prior written consent of the Company.

ARTICLE 11 - OBLIGATIONS OF THE PARTIES

11-1: Obligations of Supplier

The Supplier shall:

- a. Fulfil with all necessary care and diligence the Purchase Order and all its obligations under this Agreement and these GTCPs, in accordance with the laws, regulations and standards on hygiene, security and environmental protection, the fight against corruption and labor laws in force in each of the States where it operates;
- b. Provide the Company with the recommendations and warnings necessary or useful to the quality and safety of Deliverables, give all specifications on the use for which they are intended;
- c. Meet the deadlines contained in the Purchase Order accepted by the latter,
- d. Respond to the Company as soon as possible in respect to any request for information concerning the Deliverables,
- e. Maintain in good working order the tools and equipment of production of the Deliverables and preserve the technical documents and production ranges.

The Supplier is responsible, except in the cases of force majeure referred to in Clause 16, for the direct or indirect, material or immaterial damages caused to the Company by a delivery delay, including operating losses, all costs that would be charged by the Company's customers and the extra cost of supplies ordered to a third party meant to obviate a prolonged inability of

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the Supplier to deliver.

If the Supplier is required to intervene on a Company's site, the Supplier undertakes to comply with the rules in force on site, the relevant legal and regulatory provisions in the State where the site is located, in particular on hygiene, labor law for works performed in an establishment by an external company. The Supplier shall be solely responsible for its staff required to intervene on the Company's site.

The Supplier prohibits any modification of the Goods and/or Services to be delivered without the express written consent of the Company, including changing a component, material, process or place of manufacture.

11-2: Obligations of the Company

The Company shall:

- Conduct RSE audits;
- Determine the logistical devices depending on the chosen Incoterms;
- Ensure that the site meets the environmental conditions in effect during the period of Operations.

Article 12 - WARRANTY

The Supplier undertakes full responsibility for the products and/or services provided. The Supplier warrants that:

- The products comply with the Purchase Order, meet the Company's needs and objectives and are free from any apparent or hidden defects and any defects resulting in particular from a defect in design, manufacture or malfunction.

The products are guaranteed for a period of twelve (12) months from the delivery date, in addition to the legal warranty against hidden defects.

The Supplier shall indemnify the Company for any personal injury, material or immaterial, direct or indirect damages resulting from any defects and the Supplier must therefore guarantee, at its own expense, at the Company's option, the repair or replacement required.

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- The services rendered are strictly in accordance with the Purchase Order and meet the Company's needs and objectives.

They are guaranteed for a period of twelve (12) months from the date of receipt of the Services. Under this warranty, the Supplier shall indemnify the Company for any personal injury, material or immaterial, direct or indirect damages arising from services rendered by the Supplier and the latter shall remedy and correct the defects at its own expense within the period set by the Company.

The warranty referred to in this Clause shall not affect the Company's right to terminate or automatically cancel the Purchase Order and/or the Services and claim any liquidated damages to the Supplier.

Furthermore, the Supplier shall not be able to rely on the payment made to refuse to:

- propose corrective actions to avoid the re-occurrence of the situation
- repair or replace the defective equipment;
- indemnify CAMUSAT for the damage suffered;
- Refund all amounts paid in case of refusal of Products and/or Services.

ARTICLE 13 - INSURANCE

The Supplier shall take out with a reputable company:

- A decennial insurance policy,
- A professional liability insurance for the duration of the Purchase Order;
- A civil liability insurance after delivery,

in order to enable it to cope with the financial consequences of civil liability that may be incurred in the event of bodily, material, immaterial, consequential or otherwise damages, caused to the Company, to the Company's customers or third parties when executing one or the order(s).

The Supplier undertakes to deliver valid proof of the insurance taken and of the payment of premiums at the first request of the Company.

Taking up such insurances does not constitute a liability limitation of the Supplier.

ARTICLE 14 - INDUSTRIAL, INTELLECTUAL PROPERTY RIGHT - ADVERTISING - INFRINGEMENT

The Company retains ownership of all intellectual and industrial property rights over the studies, designs, models, prototypes, etc., transmitted to the Supplier in order to carry out the Purchase Order under the best conditions, in accordance with the provisions of the laws in force. Their exploitation, whatever it may be, reproduction or use, in whole or in part, adaptation, translation and/or modification are strictly forbidden by the Supplier, unless expressly authorized in advance by the Company. Moreover, the Supplier undertakes not to communicate them to third parties, use them, execute them or have them executed without the prior written consent of the Company.

The Company shall own the copyright and other intellectual property rights in respect of the Deliverables, namely the reproduction and the exploitation rights as and when they are made.

The Supplier warrants to the Company that the Deliverables do not infringe any intellectual property rights or any other rights belonging to a third party. The Supplier guarantees the Company against all actions of third parties relating to the infringement of an intellectual property right or an action for infringement and/or unfair and/or parasitical competition in respect of the Deliverables and indemnifies the Company against any convictions, costs resulting from such action.

This guarantee is subject to compliance by the Company with the following conditions:

- The alleged violation of the Product and/or the Service does not result from any modification, adaptation in any manner whatsoever by the Company or a third party acting on its behalf,
- The Company must have informed the Supplier of the Third Party action as soon as possible
- The defence shall be the sole responsibility of the Supplier, who shall bear all costs.

The Supplier shall then inform the Company of all steps taken. If, as a result of such action, the Company is unable to use the Deliverables, the Company may claim damages from the Supplier, including the right to continue using the Deliverables. Failing this, the Supplier shall replace the Deliverables at its own risk and expense, while maintaining the same level of functionality, performance and relevance, or if the Supplier fails to do this, it shall remit to the Company the sums paid for the relevant deliverables.

The Purchase Orders placed by the Company cannot in any case and form give rise to direct or indirect advertising without the specific written consent of the Company.

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Failure to comply with these provisions exposes the Supplier to legal proceedings, regardless of the conditions under which the Supplier has come into possession of the said documents used. In any event, the Supplier shall pay a penalty of € 5,000,000.00 to repair the damage suffered by the Company.

ARTICLE 15: CONFIDENTIALITY

As part of the contractual agreement concluded by the parties, all information relating to the trade policy, strategy, the company's business, services, tools, methods and expertise, to any information protected by trade secrets and other information expressly qualified as confidential received by one of the two Parties shall be kept confidential.

As defined herein, the following shall not be considered as confidential information:

- The information fallen into the public domain at the time of their communication or the information which would be in the public domain following its communication provided, in the latter case, that it is not the result of a violation of a confidentiality obligation by the party with knowledge of the information,
- The information for which the receiving party can prove that it knew beforehand in good faith and without violation of a confidentiality obligation,
- The information provided by a third party after signature of the Agreement or the Purchase Order and received in good faith and without violation of any other obligation of confidentiality by the party to which they were communicated.

Therefore, the Parties undertake not to use such information or data when it is not necessary for the execution of a Purchase Order, not to disclose such information or data to any third party or any person other than their employees within the strict limits of the need for such disclosure for the proper performance of a Purchase Order without the prior written consent of the other Party.

At the termination of a Purchase Order, for any reason whatsoever, each Party receiving confidential information shall return to the other Party and destroy all copies that would have been made of such confidential information.

However, the Supplier and the Company shall be entitled to disclose any "Confidential Information" to their insurers, auditors or lawyers, administrative or judicial authorities upon providing the decision of the authorities or when required by law, subject to previously inform the other party if this information is legally possible.

The Supplier agrees:

- To observe strict confidentiality regarding the information provided by the Company, and designated as such,

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- Not to disclose any information on the Operations performed for the Company;
- To return any document sent by the Company at the end of the task,
- To use all the means necessary to supply the Deliverables.

For the purposes of applying this clause, the Supplier shall be responsible for both itself and its employees, subcontractors, suppliers, agents, permanent or occasional stakeholders.

The confidentiality undertaking shall continue after completion of the Purchase Order and for a period of five (5) years.

At the expiry of the Purchase Order, the Supplier shall return to the Company, on first request, any documents, confidential or otherwise, related to it without keeping any copy unless express prior consent of the Company was obtained.

If the Supplier fails to fulfil its confidentiality obligations, it will be required to pay a penalty of € 5,000,000.00 to repair the damage suffered by the Company.

ARTICLE 16: CASE OF FORCE MAJEURE

Neither Party shall be considered to be in default for failure to perform any of its obligations and held liable if this obligation is affected, temporarily or permanently, by a force majeure event.

As such, the force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

Within three (3) business days of the occurrence of such an event, the defaulting Party by reason of force majeure undertakes to notify the other party by email or registered letter with acknowledgement of receipt and to bring proof. The defaulting Party will make every effort to eliminate the causes of the delay and will resume performance of its obligations as soon as the event mentioned is gone. However, if the force majeure event continues from the date of receipt of the notification of force majeure, the Company shall have the right to terminate the agreement without awarding liquidated damages.

Such termination shall take effect on the date of receipt by the other Supplier of the termination electronic mail or letter with acknowledgement of receipt without any compensation or penalty for any purpose whatsoever, to be due by either party.

Regarding the services, the Company shall be required to pay the Supplier the amounts due to him for the part of the services already performed at the date of interruption of the Purchase Order or Agreement, without any of the parties to be able to claim any compensation for the services that were not performed.

ARTICLE 17: EQUALITY AND DIVERSITY

17-1: Equality

During the execution of the Operations ordered, no Party will penalize, harass, discriminate an employee of the other Party due to his/her gender, ethnicity, disability, age, religious beliefs, sexual orientation or part-time status.

Each Party undertakes, together with its employees, agents and subcontractors, to not violate any law on discrimination, its amendments and enactments and not to force the other party to violate such a law. Each Party shall comply with the equality and diversity policies of the other party and copies of these policies may be provided at any time by a Party to the other one upon written request.

17-2: Forced labor

The Supplier acknowledges not to perform forced or compulsory labor. The Supplier shall ensure that the work relationship between the Worker and the Supplier is freely chosen and free from threats. It also ensures that all workers are free to leave their employment/work after proper notice is given.

ARTICLE 18: HEALTH AND SAFETY

When the Operations are to be performed outside France, the Company shall act in accordance with the local laws relating to employment and the Fundamental Conventions of the International Labour Organization (ILO). In addition, the Company shall take all necessary measures to ensure compliance of its entire supply chain with local employment laws and the Fundamental Conventions of the ILO.

The Company shall notify the Customer of any physical risk to the health and safety present on the site or related to the performance or supply of Deliverables which could affect a member of the Customer's personnel as soon as possible after it has become aware of it or could in all reasonableness have become aware of it.

The Customer must notify the Company of any risks to health and safety that exist or appear on the Site and that could adversely affect the Company and/or any member of its personnel as soon as possible after it has become aware of it or could in all reasonableness have become aware of it.

The Company shall ensure compliance of its actions in terms of its CSR commitments with all legislation applicable to the environment and will act responsibly to prevent pollution and

waste disposal.

ARTICLE 19: ASSIGNMENT - SUBCONTRACTING - CHANGE OF CONTROL

The Supplier is solely responsible for the proper performance of a Purchase Order of Deliverables. The Supplier shall not assign all or part of the performance of the Purchase Order of Deliverables to third parties without the prior written consent of the Company on the identity of the subcontractor(s) that the Company reserves the right to refuse by its full and sole responsibility; it is not in any way relieved of its obligations that will also have to be fulfilled by such third parties. The Supplier shall not, in any way whatsoever assign or transfer all or part of the rights and obligations of a Purchase Order without the prior written consent of the Company.

In case of change of direct or indirect control of the Supplier or asset assignment contributing to the performance of its obligations that may cause damage to the Company, the Supplier shall first request the express consent of the Company to continue their business relationship. Failing such a consent, the Company shall be entitled to terminate the agreement after the completion of the operation without the Supplier being entitled to any compensation.

ARTICLE 20: TERMINATION

The Purchase Order is firm and definitive on the date of its acceptance by the Company. Only the Company shall be able to terminate the agreement if the Supplier fails to fulfil any of its contractual obligations.

Either party may immediately terminate the contractual agreement concluded between them in case of suspension of the activity of one of the parties, cessation of payment, legal redress, judicial liquidation or any other circumstance causing the same effects after sending a formal notice to the judicial administrator (or liquidator) remained more than a month unanswered, in accordance with the legal provisions in force.

In case the Supplier's situation changes (especially in case of change of control), the Purchase Order may be terminated automatically and without formality by the Company by a notice equal to 8 calendar days from the date on which the Company became aware of this change in situation.

As mentioned in Clause 16, the Company shall be entitled to terminate the agreement if the Force Majeure event continues after the notification of the occurrence of such an event.

If their contractual agreement expires or is terminated, the consequences are as follows:

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- The Company is automatically relieved of its obligations relating to the subject matter of their agreement on the date of termination or expiry of the latter,
- The Supplier shall return to the Company no later than thirty (30) business days after the termination or expiration of the contractual agreement, all documents or information, the equipment necessary for the performance of the Purchase Order made available to the Supplier by the Company.

ARTICLE 21: ENVIRONMENT

During the product design and packaging, and in the choice of materials, the Supplier undertakes to use any necessary provision in order to meet the legal and/or regulatory requirements on environmental protection.

The Supplier agrees to allow the Company to carry on its premises, any audit of the level of protection against fire and environmental protection and to take the measures advocated by the Company at the end of such audits without this to relieve the Supplier from its obligations and liability.

More generally, the Supplier agrees to cooperate actively with the Company for the implementation of protection measures against fire and environmental protection measures.

ARTICLE 22: SUPPLY OF SPARE PARTS

Unless otherwise specified, the Supplier shall ensure the delivery of spare parts for a period of ten (10) years from the official notification of the cessation of production of the product into which the products delivered are integrated.

In case of stoppage of activity for any reason whatsoever, the Supplier undertakes to inform the Company within eight (8) calendar days from the date of receipt of the decision to stop the activity. It also agrees to grant the Company the right to manufacture or have manufactured, use, sale and repair the spare parts ordered. The Supplier shall provide the Company with the documents necessary for the exercise of these rights.

ARTICLE 23: DIVISIBILITY - WAIVER

23.1: Divisibility

The invalidity, nullity, absence of the compulsory enforcement or unenforceability of any provision of these GTCs do not affect the invalidity, nullity, absence of the compulsory enforcement or unenforceability of the other provisions that will maintain their full effect.

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23.2: Waiver

The failure of either party to pursue or the delay in pursuing any breach by the other party of any of its obligations shall not be construed as a waiver of the obligation in question or as an addendum to these GTCs and shall not prevent the non-defaulting party to pursue it in the future.

ARTICLE 24: REFERENCE TO THE COMPANY NAME AND TRADEMARKS

The Supplier has no right to use or refer to the Company names, trademarks or logos without the prior written consent of the Company.

ARTICLE 25: DEADLINES

The deadlines indicated in the Agreement or the Purchase Order are by calendar days, starting upon receipt of the data by the Company (after downloading or receipt by post). The last delivery time ensured by the Company expires at midnight on the last calendar day. If that calendar day is a Saturday or a Sunday and/or a public holiday, the deadline will expire on the following business day at midnight.

ARTICLE 26: GENERAL PROVISIONS

The Parties perform and shall perform their activities independently during the execution of the Purchase Order, which cannot be construed as creating between them a relationship of subordination.

ARTICLE 27: ATTRIBUTION OF COMPETENCES

27.1 - Legislative competence

By express agreement between the parties, these General Terms and Conditions of Purchase and the resulting Operations are governed by the French law. They are written in French. In case they are translated into one or several languages, only the French text would prevail in case of dispute.

27.2 - Jurisdictional competence

In order to find a solution to any dispute arising in the execution of this Agreement, the Parties agree to use the arbitration powers of the International Chambers Commerce (ICC) Paris.

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ARTICLE 28 - ACCEPTANCE BY THE SUPPLIER

These General Terms and Conditions of Purchase are expressly approved and accepted by the Supplier, which declares and admits knowing them perfectly, and thereby relinquishes the right to impose any contradictory document, including its own General Terms and Conditions of Sale, which will be unenforceable against the Company even if the latter was aware of them.