

1. SCOPE - DEFINITIONS

- 1.1 These General Terms and Conditions of Purchase ("T&Cs") of SFE PROCESS SAS (the "**Buyer**") apply to the purchase by the Buyer of all materials, spare parts, equipment, products, including chemicals, substances, raw materials, supplies, components, software, as well as any services (the "**Products**") offered and/or provided by Suppliers, vendors or service providers (the "**Supplier(s)**") to the Buyer. These T&Cs also apply to all deliveries to the Buyer's site, to all requests for quotations from the Buyer and to all offers made by the Suppliers and form an integral part of any order (the "**Order**") placed by the Buyer.
- 1.2 Only the provisions of these T&Cs, the Order and any document expressly incorporated to the Order (and in particular the Buyer's technical specifications or calls for tenders) are binding on the Buyer, unless the Buyer has expressly agreed in writing to be bound by other documents. No obligation or provision contained in the acknowledgements of Orders, offers, quotations or other documents issued by the Suppliers shall be binding or binding on the Buyer, even if the Buyer has not expressly rejected them.
- 1.3 In the case where any provision of these T&Cs is void, unenforceable or contrary to the law in whole or in part, or cannot be enforced for any reason, the remaining provisions of these T&Cs shall remain unaffected and shall remain applicable.
- 1.4 The specific provisions of an Order, as well as those agreed in writing by the Buyer and the Suppliers that contradict the T&Cs, shall prevail over the corresponding provisions of the T&Cs.

2. ORDER ACCEPTANCE

- 2.1 An Order will become binding only when the Buyer receives the confirmation of acceptance or acknowledgement of receipt from the Supplier.
- 2.2 The Supplier must acknowledge receipt of the Order with no modification by dating, signing and stamping the Order form within 5 working days of the issue date. Failing this, the Order will be considered unconditionally accepted as well as these T&Cs.
- 2.3 As long as the Supplier has not confirmed the Order, the Buyer remains entitled to modify or cancel it without compensation from the Supplier. The Buyer must then be informed as soon as possible of any change in price or schedule following the modifications requested by him.
- 2.4 If the Supplier begins to execute the whole or part of the Order, dispatches the supply or issues a request for a down payment or an invoice, the Order is deemed to have been accepted by the Supplier and these T&Cs apply unconditionally.

3. PRICE, INVOICING AND PAYMENT

- 3.1 The bids and quotations shall be binding for at least 60 days from the date of issue. The Supplier is deemed to have received all the information and documents necessary for the issuance of its quotations and the performance of its obligations and shall require from the Buyer those which it deems necessary and which it does not have in their possession.
- 3.2 All prices of Orders will be fixed and may not be revised without the agreement of the Buyer. These prices are inclusive of all taxes (except VAT) and include all other costs of the Supplier related to the Order, including costs of delivery to the final destination indicated by the Buyer, including packaging, protective and stowage materials as well as the necessary documents, accessories and appropriate devices required for the maintenance and full and functional use of the Products. These prices also include all royalty payments for the use of all intellectual property rights of the Supplier and/or third parties. No additional costs, expenses or charges of any kind will be accepted by the Buyer unless expressly agreed between both parties.
- 3.3 The Supplier acknowledges that the supply and/or production of the Products is subject to compliance with the laws and regulations in force which may change over time. These changes in regulations do not entitle the Supplier to modify the applicable prices or to back charge any additional costs to the Buyer during the Order.
- 3.4 After each delivery, the Supplier will send its invoice(s) drawn up in accordance with the legal requirements. They will also include the number and date of the Order as well as the incoterm, destination and references. They will also specify the amount of any deposit or balance of payment requested.
- 3.5 Unless otherwise agreed, **duly issued invoices will be paid by bank transfer within 30 days of the end of the month**. However, the Buyer shall be entitled to delay payment if the Supplier has not complied with the requirements of the Order, and in particular if the Products delivered are defective, non-compliant or delivered in insufficient quantities. In such a case, the Supplier shall not be entitled to claim interest, a fraction of the price, penalties or any other payment clearing.
- 3.6 The fact that an invoice has not been expressly refused by the Buyer does not mean that it is accepted or that the corresponding deliveries are deemed to have been accepted. The payment of an invoice by the Buyer does not constitute acceptance of Products ordered or delivered. Only express and clear acceptances of Products by the Buyer will be valid.
- 3.7 The Supplier expressly authorizes the Buyer to set off any sums owed by the Buyer to the Supplier against any sums owed by the Supplier to the Buyer.

4. QUALITY - COMPLIANCE

- 4.1 To ensure a sufficient degree of quality of the Order, the Supplier shall (i) define and apply an effective quality assurance system, (ii) apply strict traceability of all Products sold and (iii) carry out all necessary quality tests and analyses on the Products.
- 4.2 The Supplier shall provide the Buyer with all the results of such tests and analyses without delay upon request. All requirements mentioned in the Buyer's specifications are conditions of the Order. The Buyer reserves the right to undertake quality audits of the Supplier and/or their authorized subcontractors. The Supplier assumes full responsibility for any adverse consequences arising from the quality measures they have decided to take or not to take.

5. SAFETY – ENVIRONMENT – LAW & STANDARDS

- 5.1 Prior issuing an offer or quotation, the Supplier will provide the Buyer with all necessary advice and information regarding the Products offered and inform the Buyer about the risks and main characteristics of the Products, as well as the laws, regulations or standards applicable to the Products.
- 5.2 The Supplier shall comply with all applicable laws and regulations and shall only provide Products or services that meet all the conditions imposed by the legislation of the country in which they are manufactured or manufactured and delivered otherwise the Supplier will be exposed to the risk of termination of the Order without indemnity. The Supplier must also comply with applicable standards such as CE standards and norms.
- 5.3 The Buyer is committed to protecting and improving safety, health and environmental aspects. Safety, especially in the workplace, is a priority for the Buyer. The Supplier must provide the Buyer with Products that comply with all safety, health and environmental regulations in force.
- 5.4 The Supplier shall provide the Buyer with all necessary safety, security or environmental information relating to the Products, its handling or use. To this purpose, the Suppliers must obtain from the Buyer information about all uses of the Products and all the special characteristics (site rules, activities, transport, etc.) of the agreed place of delivery. Information provided by the Supplier shall not limit its liability.
- 5.5 In case the Supplier breach any safety, health or environmental obligations, the Buyer shall be entitled to terminate any Order, and the costs and liability arising from such breach and/or termination of the Order(s) shall be borne by the Supplier. The Supplier assumes full responsibility for any detrimental consequences arising from measures they have decided to take or not to take with respect to safety, security and the environment.

6. PACKING – SHIPMENT – RISK AND OWNERSHIP

- 6.1 Unless otherwise provided in the Order, all Products will be sold in accordance with the DDP Incoterm (according to the ICC Incoterms 2020), unloaded at the final destination indicated by the Buyer on the Order (the "**Delivery**"). If no place of delivery is specified on the Order, the Delivery must be made to the Buyer's site located at 107 Boulevard Tolstoï, 54510 Tomblaine, France.
- 6.2 Prior to Delivery, the Supplier will inspect the Products to verify that their quantities, specifications, quality, weight, and physical dimensions are in accordance with the Order, in particular to identify any possible damage to the Products and/or their packaging. The Products will be packaged in such a way that they will not be damaged during transport or handling. Each item shall be marked and identifications in accordance with (i) the rules in force, in particular in the case of dangerous goods, (ii) at the Buyer's instructions, and will be accompanied by a delivery note mentioning:
 - Order reference and number
 - Name of the supplier,
 - Product reference,
 - Product description, weight, size and quantity,
 - Incoterm.
- 6.3 If necessary, slings and gripping points will accompany the Products. If the Supplier needs to use the lifting equipment of the Buyer or the Buyer's employees at the place of delivery, they must inform the Buyer at least 48 hours in advance. The Supplier shall use the Buyer's lifting equipment at the place of delivery at its own risk.
- 6.4 **Packing:** Suitable packaging and materials and methods shall be selected by the Supplier in order to (i) effectively protect the Products during transport, and (ii) minimize costs and meet the objectives of protection, recycling and energy saving. The invoicing of packaging will only be accepted by the Buyer if it has been expressly provided and agreed through the Order.
- 6.5 **Shipping:** the Supplier shall take all necessary measures to ensure the transport of the Products by all appropriate means, using suitable equipment or, if necessary, in particular by using qualified carriers. The Supplier shall arrange for the transport of the Products to the place of Delivery in such a way as to avoid (i) any damage to the Products and (ii) any problems with the loading and unloading of the Products. A delivery note mentioning the name of the Supplier, the details of the Products delivered, and the Order number must be given to the Buyer at the time of each Delivery.
- 6.6 **Leadtime defined on the Order is an imperative and essential element of each Order** (time is of the essence). The Supplier shall be fully liable for any delay in delivery and shall therefore bear all the harmful consequences. The Buyer reserves the right to refuse late, partial or early deliveries, in which case the Buyer may return the Products or store them at the Supplier's expense and risk.
- 6.7 The Supplier shall be fully liable for any delay in delivery and shall therefore support all liquidated damages. The Buyer entitles the right to refuse late, partial or early deliveries, in which case the Buyer may return the Products or store them at the Supplier's expense and risk.
- 6.8 The Supplier shall immediately notify the Buyer (with written confirmation) of any delay and shall provide the Buyer with all information at its disposal as to the reasons for and the foreseeable duration of such delay. The Buyer will then be entitled, without prejudice to other remedies, to charge non-discharging penalties of 0.5% of the amount of the Order per day of delay, these penalties being capped at 15% of the amount of the Order.
The existence of such penalties is without prejudice to the Buyer's other rights, including the right to claim damages from the Supplier. In addition, the Buyer may, at any time and without prior notice, consider any Order not executed within the prescribed time limits as resolved by operation of law at the sole fault of the Supplier.
- 6.7 **Risk transfer: The transfer of risks for the Products takes place in accordance with the Incoterm applicable to the Order.**
- 6.8 **Ownership transfer: Ownership transfer of the Products (and of the documentation enclosed to the Order and any other dedicated tools delivered) takes place at the time of Delivery.** The Buyer rejects any reservation of title clause which has not been expressly accepted in advance in writing.

7. ACCEPTANCE – INSPECTION – RECEPTION

- 7.1 Without prejudice to the provisions of Article 6.2, the Buyer reserves the right to verify the proper performance of the Order and to carry out any audits, analyses, and tests it deems useful, including in the Supplier's workshop. The Buyer shall have access to the Supplier's premises and workshops during the Supplier's normal working hours. The purpose of such inspection is to verify (i) the progress and proper execution of the Order, (ii) the quality of the materials used by the Supplier, (iii) compliance with the drawings, specifications, standards and all requirements of the Order, (iv) the preparation of all contractual documents or documents simply necessary for the proper and complete execution of the Order. If, during an inspection, it is found that all or part of the Products do not conform to the Order or present defects, the Supplier is obliged to remedy them without delay. Under no circumstances this inspection process may be invoked by the Supplier to excuse any delays in delivery.
- 7.2 Inspection of the Products, its approval or absence of comments by the Buyer shall not release the Supplier from its contractual obligations under the Order.
- 7.3 The reception of the Products by the Buyer shall not constitute any acceptance of the Products. A qualitative and quantitative inspection will be carried out to verify that the Products are compliance with the Order. In the event of non-conformity notified by the Buyer, the Supplier shall take all steps to recover, at its own expense, the rejected Products and shall propose, within a maximum period of 7 working days from notification of rejection, an action plan to ensure that the Products are promptly brought into conformity.
- 7.4 Products are deemed accepted by the Buyer when and only when they are expressly validated as "conforming" and when all the documentation referred to in article 8 or required by the Order (Quality Documentation, i.e. material certificate, dimensional inspection report, visual inspection report and PMI inspection reports, EX certificate, Calibration Certificate, etc.) are handed over to the Buyer. The absence of a document required in the Order may lead to a delay in invoicing, since it is considered as a non-conforming and incomplete Order.
- 7.5 In case an event prevents the Buyer from taking delivery of the Products, the Buyer reserves the right to postpone the delivery date. In this case, the Supplier will be obliged to ensure the storage and proper preservation of the Products at its own expense and risk for a maximum period of 15 days, and a new inspection may be requested by the Buyer prior to dispatch.
- 7.6 In the event of refusal of all or part of a Delivery by the Buyer, the rejected Products may be stored and/or reshipped by the Buyer at the Supplier's expense and risk.

8. TECHNICAL DOCUMENTATION - USER AND MAINTENANCE MANUAL

- 8.1 The Supplier shall provide to the Buyer, no later than the time of Delivery, with all technical/quality documentation relating to the Products, such as the instructions necessary for their assembly, user, maintenance and training manual, drawings, technical and safety data sheets, material certificates, test reports and quality certificates, certificates of analysis and conformity, and any other useful documentation, including if not specified in the Order.
- 8.2 Unless otherwise agreed with both parties, delivery of software shall include source code and executable code relating to it.

9. WARRANTIES – LIABILITY

- 9.1 The Supplier warrants that the Products are conform to their specifications, descriptions, samples and requirements of the Order (including performance obligations if applicable). The Supplier warrants that the Products are free from contamination, design defects or latent defects and that they comply with all applicable legal standards and requirements, including those relating to labor, environmental and safety laws and regulations. The Supplier is responsible for any representations or warranties contained in its catalogs, brochures, promotional document, and quality system. The Supplier warrants that the technical specifications of the Order comply with the specific uses and needs of the Buyer and, if requested by the Buyer, are compatible with current Good Manufacturing Practices ("GMP standard").
- 9.2 Unless otherwise stipulated in the Order, for machinery and equipment, the Supplier warrants the proper functioning of the Products for at least two (2) years from their date of commissioning. Claims made under this warranty will suspend the warranty period until the Supplier has remedied the defect; the warranty period will then be extended accordingly.
- 9.3 If any Products are found not to conform to the specifications and requirements of the Order, the Buyer may either: (a) terminate the Order pursuant to Article 13; (b) accept the Products with a price reduction; or (c) reject the non-conforming Products/Service and demand delivery of substitute Products or performance of the necessary repairs, entirely at the Supplier's expense. If the Products are refused, they will be stored and/or reshipped by the Buyer at the Supplier's expense and risk.
- 9.4 If the Supplier fails to replace the Products/ with suitable Products or to repair them promptly, the Buyer shall be entitled to replace them or to have them repaired by another supplier and to back charge these accurate cost to the Supplier.
- 9.5 **The Supplier shall be liable for any loss or damage caused to the Buyer, in particular as a result of any delays in delivery, defective Products or any other problems relating to the Supplier's Products, supplies, documentation and services.**
- 9.6 Buyer's rights and remedies under these T&Cs are in addition to any other rights or remedies provided by applicable law.
- 9.7 No inspection or acceptance of the Products by the Buyer shall relieve the Supplier of its liabilities and obligations with respect to defects and other problems with the Products.
- 9.8 For machines, spare parts and equipment, the Supplier warrants the availability of the supply of Products and their components for a period of five (5) years from the date of the Order. It further warrants that neither the production nor the distribution of Products will be suspended or stopped during the aforementioned period. If the Supplier decides to cease production of all or part of the Products, it will inform the Buyer at least one year in advance so that the Buyer may place additional Orders with a view to obtain Products.
- 9.9 The Supplier acknowledges and warrants:
- (i) that it will perform all of its contractual obligations and conduct its operations in compliance with all applicable laws and regulations, including those relating to fair competition between economic actors.
 - (ii) that its subcontractors or suppliers will perform all of their contractual obligations and direct their operations in compliance with all applicable laws and regulations and ethical standards identical or similar to those referred to above.

GENERAL TERM AND CONDITIONS OF PURCHASE

9.10 The Supplier acknowledges that any breach of the above provisions shall be deemed a material breach of the existing contracts between the parties, which shall entitle the Buyer to immediately terminate any Order, in whole or in part, without incurring any further liability or obligation, by notifying the Supplier in writing, without prejudice to any other remedy.

10. INSURANCE

The Supplier shall take out and maintain all necessary insurance policies (in particular civil liability and product liability) to cover all its obligations. It undertakes to provide the Buyer with copies of its certificates and insurance policies within 5 days of the Buyer request.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1** The Buyer and the Supplier each retain exclusive ownership of their respective know-how. The Supplier grants the Buyer a license free of charge (with the right to sublicense) to use any intellectual property rights relating to its know-how which may be necessary for the use of the Products by the Buyer.
- 11.2** The Supplier warrants that neither the Products nor their rights or obligations under the Order constitute a counterfeit or violation of any trademarks, patents, copyrights or other intellectual property rights of third parties and that no litigation is pending in this respect. The Supplier shall indemnify and hold the Buyer harmless from and against any actions or claims, liabilities, losses, costs, attorneys' fees, and damages arising directly or indirectly from any counterfeit of intellectual property rights related to the Products. If requested by the Buyer, the Supplier will assume, at its own expense, any such claims, proceedings and legal actions brought by third parties against the Buyer.
- 11.3** If the Products are the subject of legal proceedings or claims for compensation for counterfeit of intellectual property rights, the Supplier shall either obtain authorization for the Buyer to use the Products as soon as possible or modify or replace the Products to ensure that there is no longer any counterfeit. Modification or replacement of the Products shall in no way impair the functionality of the Products or make them less suitable for the Buyer's purposes. If the Supplier fail to fulfil these obligations, the Buyer shall be entitled to take any action it deems necessary to recover the cost of the Products and obtain compensation for the loss suffered.
- 11.4** Unless otherwise specified in the Order, patentable inventions and protectable creations as well as all results, arising from the performance of any Order, shall be the sole property of the Buyer, unless the Supplier can prove that they were developed independently of the Order.

12. CONFIDENTIALITY

- 12.1** All written or oral information disclosed by the Buyer to the Supplier concerning the Buyer's know-how, specifications, procedures, requirements, as well as all data, documents and information, whether technical or commercial, shall be treated as confidential information of the Buyer by the Supplier and shall not be communicated to any third party without the Buyer's prior written consent. This obligation shall remain valid for a period of ten (10) years following the date of its disclosure to the Supplier. Such information shall be used exclusively for the purposes of processing the Order concerned or for the preparation of offers or quotations.
- 12.2** Property rights and copyrights relating to any model, drawing, sample or other document provided by the Buyer to the Supplier shall remain the sole property of the Buyer. Such confidential information shall not be disclosed by the Supplier to third parties at any time without the prior written consent of the Buyer.

13. SUSPENSION - TERMINATION

- 13.1** The Buyer may suspend the performance of any Order for a period not exceeding 60 days. It shall inform the Supplier in writing as soon as possible. In no event shall the Supplier be entitled to compensation for incidental or consequential damages or lost profits resulting from the suspension of the Order.
- 13.2** If the Supplier fails to fulfill any term or condition of an Order, the Buyer shall be entitled to immediately terminate said Order or any part thereof, without incurring any further liability or obligation, by giving written notice of termination to the Supplier, without prejudice to any other penalty. The Buyer shall, however, allow the Supplier a period of 5 working days to comply with its contractual obligations. In addition, the Buyer shall be entitled to reimbursement from the Supplier of all sums paid by the Buyer in respect of the Order, as well as all costs incurred by the Buyer in procuring replacement Products from another supplier, and to claim compensation for any loss or damage suffered by the Buyer as a result of the Supplier's delayed performance or non-performance of the Order. The same shall apply if the production or assembly of the Products by the Supplier does not progress according to the agreed schedule, to the extent that this jeopardizes the delivery date of the Order.
- 13.3** The Buyer shall be entitled to terminate the Order without further liability if there are objective reasons for believing that the Supplier will be unable to fulfil its commitments or obligations.
- 13.4** The Supplier shall be entitled to terminate the Order without further liability if the Buyer fails to perform its essential obligations under the Order.

14. TRANSFER- SUBCONTRACTING

- 14.1** The Supplier is not authorized to use subcontractors without the express prior consent of the Buyer. If the Supplier is authorized by the Buyer to subcontract certain of its obligations, such subcontracting shall be exclusively at the Supplier's expense and under its sole liability and responsibility.
- 14.2** The Supplier shall inform its subcontractors of the provisions of these T&Cs as well as those of the Order and shall provide them with all information relating to the Buyer's requirements, in particular quality, security and confidentiality rules. The Buyer reserves the right to refuse any subcontractor who does not comply with these conditions.

15. CESSION

The Supplier shall not assign any Order, any right arising from an Order, or any claim due from the Buyer without the Buyer's prior written consent.

16. FORCE MAJEURE

16.1 Parties shall not be held liable or in breach of their contractual obligations where failure to perform their respective obligations is due to force majeure as defined in the French Civil Code. Order will be suspended until the causes giving rise to the force majeure events have ceased to exist.

16.2 Party affected by a force majeure event will notify the other party within 3 working days of becoming aware of it. The two parties will then agree on the conditions under which Order will be continued. If only part of the Order is affected, the Supplier may be required, at the Buyer's request, to perform the remainder of the Order.

17. AMENDMENT – CHANGE ORDER

The Buyer may, in exceptional circumstances, request the modification of an Order by adding, deleting or modifying all or part of the supplies of Products or services ordered. If the request for modification leads to a change in price and/or modifies the deadlines stipulated in the Order, the Supplier must inform the Buyer in writing without delay and specify the possible consequences of the requested modifications, in particular on price and deadlines. The modification of the Order will only become effective after written acceptance by the Buyer and the Supplier.

18. PROTECTION OF PERSONAL DATA

18.1 The Supplier is hereby informed that the collection of certain of its personal data is necessary for the proper performance of its commercial relations with the Buyer. These data are collected by the Buyer solely within the framework of the Buyer/Supplier relationship, for the purposes of the proper execution of the Orders existing between them. It is reserved for the exclusive use of the Buyer and, where applicable, its subsidiaries and subcontractors. In the event of litigation, the Supplier is hereby informed that it may be brought to the attention of the legal authorities and the parties involved. The data controller within the Buyer is its manager.

18.2 Unless the Supplier gives its express consent, its personal data will not be used by the Buyer for purposes other than those referred to in this clause. The Buyer shall keep the personal data collected for a maximum period of 5 years from the end of the contractual relationship with the Buyer, in particular to safeguard any liability claims against the Supplier.

18.3 The Supplier has the right to access, rectify, delete, limit and object to the processing and the right to portability of its personal data collected by the Buyer.

18.4 This right, provided that it does not conflict with the purpose of the processing, may be exercised by sending a request by post or e-mail to the data controller at the SFE PROCESS address. The maximum response time is one month. Reasons must be given for any refusal, and the Supplier may refer the matter to the CNIL (3 place de Fontenoy, 75334 PARIS) or to a judicial authority.

19. FIGHT ANTI-CORRUPTION

19.1 The Supplier declares and warrants:

- that it has developed a culture of integrity within its organization, through the implementation of a compliance program adapted to its activity and the particular risks to which it is exposed, to prevent practices or actions contrary to the fight against illicit payments and corruption.
- that it will maintain such a program throughout the duration of the contractual relationship.
- that it will not take any action that might infringe applicable laws or regulations relating to the fight against illicit payments and corruption, arising, in particular and without this list being limitative, from French legislation (in particular Law ° 2016-1691 of December 9, 2016 relating to transparency, the fight against corruption and the modernization of economic life, known as the "Sapin 2 Law"), as well as international regulations and standards relating to extortion, influence peddling.

19.2 The Supplier undertakes to (i) immediately inform the Buyer as soon as it becomes aware of a breach of this clause, and of any event which would contradict the declarations, warranties and undertakings defined in this article and (ii) provide any assistance necessary to the Buyer to respond to a request from a duly empowered authority relating to the fight against corruption.

19.3 The Supplier undertakes, in the event of suspicion of the commission of an act contrary to the provisions of this Article, to exercise all appropriate diligence and to report the event to the Buyer without delay.

19.4 The Supplier acknowledges that the Buyer has entered into the Purchase Order on the basis of the representations, warranties and undertakings set forth above. Any breach of this Article shall be deemed a material breach entitling the Buyer to immediately terminate the Order by sending written notice to the Supplier as provided in Article 13.2 of these T&Cs.

20. JURISDICTION - APPLICABLE LAW

20.1 All Orders shall be exclusively governed in accordance with the laws of France. The 1980 United Nations Convention on Contracts for the International Sale of Goods shall not apply.

20.2 Any dispute arising in connection with the Order shall be subject exclusively to the jurisdiction of the Commercial Court of Nancy (*Tribunal de Commerce de Nancy*) France. However, the Buyer reserves the right to bring any dispute concerning the Supplier before the competent courts of the Supplier's place of business.