



**GENERAL PURCHASING CONDITIONS
SG3.52 IND B**

THE PRESENT GENERAL PURCHASE CONDITIONS ARE INTENDED TO DEFINE THE EXPECTATIONS OF THE SHAPERS GROUP COMPANIES, CONCERNING THE CONDITIONS OF PURCHASE OF PRODUCTS AND / OR SUBCONTRACTING SERVICES, OTHER THAN INTELLECTUAL SERVICES. THEY ARE PROPOSED IN THE CONTEXT OF NEGOTIATION WITH THE SUPPLIER IN ORDER TO FIX THE CONDITIONS AND MODALITIES THAT WILL GOVERN THE ORDERS OF THE SHAPERS GROUP COMPANIES. THEY CONSTITUTE A CONTRACTUAL DOCUMENT WHEN THEY ARE ACCEPTED BY THE SUPPLIER EITHER AS IS, EITHER COMPLETED OR MODIFIED BY ENDORSEMENT SIGNED BY THE PARTIES.

1. TERMS OF THE EXECUTION OF THE ORDER

Each purchase / order contract, which entails delivery on a fixed date or on successive dates within the framework of a determined program, must be the subject of an acknowledgment of receipt from the Supplier (ARC), at the latest within 2 working days, after the issue of the order. In the absence of an acknowledgment of receipt within the time limits, the order is deemed to have been accepted as is.

Acceptance of the order by the supplier implies:

- ♣ Its acceptance of the General Purchasing Conditions
 - ♣ Its acceptance of the Special Conditions contained in the order
- Any clause contrary to these General Purchasing Conditions, and not indicated in the order, is deemed null and void.

The delivery / The performance of the service / the start of invoicing is valid for acceptance of the order by the supplier.

The supplier may not, without the written agreement of the Purchaser, subcontract the execution of all or part of the order. At the request of the Buyer, the supplier undertakes to communicate the list of its suppliers, specifying the origins and origins of the materials supplied. When the order requires such an operation, it will be carried out under the full responsibility of the Supplier. Which remains guarantor towards the Buyer of the execution of the order in its entirety.

2. PRICE / INVOICING / PAYMENT TERMS

Unless expressly stated otherwise, the prices indicated on the order are for packaged, firm and non-revisable goods, delivered free of charge to the Purchaser's factory. No invoice will be accepted if the prices mentioned there are not in agreement with those mentioned on the order.

The Supplier undertakes to invoice the Supply in accordance with the contractual documents and in any event not before the delivery of the products, and not before the performance of the services. If a billing schedule agreed between the Parties is mentioned in the Order, the Supplier must comply with it.

The invoices must be drawn up by the Supplier in accordance with the regulations in force and include, in addition to the legal notices, the following elements:

- ♣ The Order reference as indicated on said Order (Several Order numbers per invoice possible)
- ♣ The detailed designation of the Supply as described in the Order
- ♣ The contact details (name, telephone and e-mail) of a correspondent to be contacted in the event of a complaint concerning the invoice
- ♣ The date and number of the delivery slip or of the acceptance report or of the work report or any other fact giving rise to invoicing as provided for in the Order.

The original invoice must be sent as soon as it is issued to the address specified in the Order. The originals of the delivery slip or minutes of receipt or any other contractually agreed document generating billing are sent to the Buyer and are not attached to the invoice.

The Buyer and the Supplier may agree that the invoices are sent in dematerialized form. In this case, no paper invoice will be accepted by the Buyer. The email address for sending invoices being: shapersfrance-supplier-invoices@Shapersgroup.com

In the case of equipment purchases and / or subcontracting, final payments or balances of any account are only made by the Buyer after the Supplier has supplied the technical documentation, plans, or maintenance notices and declarations of conformity.

Unless otherwise agreed by the Parties and subject to compliance with legal provisions, the payment period for invoices will be forty-five days at the end of the month from the date of issue of the invoice. Calculation principle:

- All invoices issued the first fortnight of the month = Date of issue + end of month + 45 days.

- All invoices issued the second half of the month = Date of issue + 45 days + end of month.

In the event of late payment, late payment penalties are due from the day after the settlement date shown on the invoice, without a reminder being necessary. In this case, the interest rate for late payment penalties will be three times the legal interest rate applicable in France. In addition, and in accordance with the law, in the event of late payment, the Purchaser is automatically liable for a lump sum indemnity for recovery costs in the amount of € 40.

3. SHIPMENTS

All packages / services must be accompanied by a Delivery and / or fulfillment note. These DNs must recall the order number. For grouped shipments, the DN must call back all of the order numbers concerned. The Supplier may be held liable if, during transport and storage operations, the deterioration of the goods and products ordered, is due to packaging, protections and wedges not suitable for their nature, their mode of transport or storage.

4. TIME LIMITS/DELAY

The contractual deadline for the order is set by the Special Conditions of the order. This deadline is imperative. It is up to the supplier to choose the appropriate means for transporting goods and / or providing services and benefits.

All specific expenses to meet this deadline are the responsibility of the Supplier. A penalty of 1% of the order value counted for each day of the delay of delivery with a maximum amount of 10% of the order value will be imputed to the Supplier. Independently of the penalty received, the Buyer is allowed to claim compensation on the general rules' basis, if the actual value of the damage exceeds the penalty agreed.

In case of a risk of not respecting the delivery date, the Buyer has the right to withdraw from the order in writing and to apply the same late penalties as above

5. DELIVERIES / RECEPTIONS / CONTROL

The deliveries of the goods must be made on a pallet, allowing unloading by forklift and / or by a bridge.

Deliveries on SHAPERS site will be made Monday to Friday, 8h00-12h00 and 13h30-16h30.

The goods are deemed to be delivered only after their acceptance by the Purchaser's Control Service. Goods delivered by delegation of control are not deemed to be accepted until they have been assembled in the finished product, in the Purchaser's manufacturing workshops.

If after receipt, goods or services are found not to comply with contractual specifications, or failing this to the usual criteria, the Buyer reserves the right, without prejudice to the application of damages:

- ♣ Either refuse it and return it at the Supplier's expense for all or part of the offending lot.
- ♣ Or to require the replacement of the lot
- ♣ Or to require its compliance

All costs incurred by these operations are borne by the Supplier.

6. WARRANTY AND MAINTENANCE

The Supplier guarantees the products, subject of the order, against any defect in design, manufacture, operation and against any defect in materials and constituent parts. It also guarantees the proper performance of the services covered by the order, in accordance with the contractual documents.

Unless otherwise agreed between the Parties, the duration of the warranty is one year from the date of delivery of the Supply, or if a reception has been scheduled, from the date of the Minutes of final receipt of the Supply. It will cover, at the Supplier's choice:

- ♣ Any repair or replacement of the product or correction of the service
- ♣ Reimbursement of the product or service.

The warranty covers parts, labor, transport and travel included. It also includes the costs of dismantling, handling, customs and reassembly of the parts, and for the works, the cost of demolition and re-execution of the Works. This warranty clause is without prejudice to the repair of damage suffered by the Buyer. Any replaced or repaired product, or any corrected service will be guaranteed, under the same conditions as above, until the expiration of the warranty period and at least for a period of six months from the intervention. In the event that the Supplier does not perform its warranty obligation, the Purchaser reserves the right to perform or have performed the necessary work by a third party, at the Supplier's expense. If the Supply relates to Industrial Equipment: During the warranty period, the Supplier undertakes to second a technician free of charge within two days and to restore operational order within five working days from the notification of the failure by the Buyer to the Supplier. In the event of delay in the performance of the warranty, the Purchaser reserves the right to apply to the Supplier, ipso jure and without prior

notice, a penalty of 1% of the price of the Supply concerned by the failure by working day late. This penalty will be capped at 15% of the amount excluding tax of the Supply concerned.

The Supplier must offer the Buyer, at the latest when the order is sent, a contract defining the conditions for the maintenance of this Industrial Equipment at the end of the warranty period. This maintenance contract must specify in particular:

- ♣ The frequency and type of checks made during preventive visits by the Supplier
- ♣ Breakdown times, delays of which are penalized by a penalty corresponding to 1% of the purchase price of the Supply affected by the breakdown per working day of delay. These penalties will be capped at 15% of the amount excluding tax of the maintenance contract.
- ♣ The price of maintenance and its annual revision method.
- ♣ Prices and deadlines for the supply of spare parts.
- ♣ Supplier's warranty on maintenance services.
- ♣ The period during which the Supplier undertakes to provide maintenance services and the supply of spare parts, this period may not be less than five years from the entry into force of the maintenance contract.

7. SUSTAINABILITY

The Supplier undertakes to inform the Buyer at least twelve months in advance of the cessation of production or the withdrawal of its catalog from the Supply. If the Supply includes Industrial Equipment, the Supplier must be able to supply for a minimum period of four years from the date of the Final Acceptance Report, the supply of all spare parts, components and other elements necessary for the use of the Supply.

For Supply Orders which are carried out over time, the Supplier undertakes to set up a business continuity plan intended to define the measures to be taken with a view to continuing to carry out the Order during the occurrence of an event likely to prevent its occurrence.

8. CONFORMITY OF SUPPLY TO REGULATIONS AND STANDARDS

As part of the execution of the Order, the Supplier guarantees the Purchaser that the Supply complies with the regulations and standards applicable in the country in which the product or service, subject of the Supply, is delivered or delivered to the Buyer and in any other country for which the Supplier has been informed that the Supply will be used

As such, the Supplier will deliver upon delivery or undertake to deliver at the first request of the Buyer, the certificates required by regulation and relating to the Supply.

In addition, the Supplier undertakes:

- ♣ To implement, in the establishment of its supply chains, all necessary measures ensuring that the materials used do not come from a country of a conflict zone and at high risk.
- ♣ Not to use materials from poaching or traffic.
- ♣ Not to resort to the employment of children on its supply chains (according to regulations in force in the country).

Regardless of where the Supply is made (in France or abroad), the Supplier also guarantees to the Purchaser that the Supply will comply with legislative and regulatory provisions, quality requirements and applicable standards, in particular concerning health, hygiene, safety, product traceability and environmental protection. The Supplier undertakes to communicate to the Buyer at the time of delivery of the Supply, the information at its disposal to allow the use of the Supply in complete safety. The Supplier undertakes to inform the Buyer of any modification to the applicable laws, regulations and standards affecting the conditions of delivery or execution of the Order.

9. EXECUTION OF SUPPLY ON AN SHAPERS SITE

If the Order must be executed in whole or in part on a Buyer's site, the Supplier undertakes to comply with the following provisions: The Supplier will communicate beforehand the list of names of the personnel likely to access the Purchaser's site, the Purchaser reserving the right to refuse any person access to its site for security reasons. The Supplier will take the necessary measures to ensure that any replacement operations for people do not disturb the production and quality of the Supplies. The Supplier will respect and have respected by its staff and any subcontractors the rules of access to the site, the security requirements, including in IT matters, the confidentiality rules, as well as the provisions of the internal regulations which are necessary. to any person present in a Purchaser's establishment (as an employee of an external company, including the rules relating to health, safety and working conditions). The Parties agree that the prevention plan provided for by these provisions must be put in place when the Order is placed. The Supplier retains full and entire ownership and custody of its hardware, software and software packages that it will use or store on the Buyer's site. The Purchaser may also provide the

IT services strictly necessary for the fulfillment of the Order according to procedures and terms which it will define on a case-by-case basis in order to preserve the security of its IT systems. In the event that the Supplier's staff is present on the Buyer's site, the Supplier appoints a project manager having hierarchical and disciplinary authority over its staff. Each member of the Supplier's staff present on the Buyer's site must, upon request, provide proof of his name, the scope of his assignment and the contact details of the Supplier's project manager. At the end of making the Supply on the Buyer's site, the Supplier's staff must:

- ♣ Return the badges and other means of access entrusted to it to the Buyer's administrative service
- ♣ If necessary, return to the service concerned the words, codes and access keys to the hardware and software that had been allocated to it
- ♣ And more generally, return any information, document and other that will have been provided to him for the execution of the Order.

The Supplier exclusively provides administrative, accounting, social management and supervision of its staff assigned to the execution of the Order. The Supplier expressly retains hierarchical and disciplinary authority over its personnel, including when they are present on the Buyer's site. The Supplier is solely responsible for defining the profile and appointing the members of his staff whom he assigns to fulfill the Order. He certifies that during the entire duration of the Order, the members of his staff assigned to its execution will be competent, qualified and in sufficient numbers so that the Supply complies with the contractual documents.

10. TRANSFER OF OWNERSHIP

The transfer of ownership takes place in favor of the Purchaser notwithstanding any retention of title clause inserted in the Supplier's documents:

- ♣ Upon delivery to the Buyer's site with regard to the products and parts subject to the services,
- ♣ Or upon signing the acceptance report if acceptance is provided for in the contractual documents
- ♣ As and when they are carried out with regard to the Results and / or Works.

11. CONFIDENTIALITY

All information received from the Purchaser by the Supplier for the purpose of fulfilling the Order or to which the Supplier could have access by its presence on the premises of the Purchaser or another SHAPERS Group Company must be considered as strictly confidential, without it being necessary for the Purchaser to specify or mark their confidential nature. The Results are considered as Confidential Information of the Buyer. Confidential Information remains the property of the Purchaser, subject to the rights of third parties. The Supplier undertakes to:

- ♣ Use Confidential Information only for the purpose of completing the Order.
 - ♣ Communicate Confidential Information only to members of its staff directly concerned by the execution of the Order and only to the extent that such communication is necessary to carry out the latter
 - ♣ Not disclose or make accessible, in whole or in part, Confidential Information to third parties without the prior written consent of the Purchaser
- For its part, the Buyer agrees to comply with the same confidentiality obligations regarding information from the Supplier and expressly mentioned as confidential. It is specified that the information to which the Purchaser may have access during visits to the Supplier's premises will be considered confidential.

12. CANCELLATION

The Buyer reserves the right to automatically cancel orders, in the event of non-compliance with contractual obligations by the supplier or in the event of non-compliant delivery

NAME OF SUPPLIER:

NAME AND QUALITY OF THE SIGNATORY- STAMP OF THE SUPPLIER

DATE:

SIGNATURE: