

# Electropoli General Terms and Conditions of Purchase

The purpose of these general terms and conditions of purchase is to set forth the general provisions that apply to orders for material, equipment, products or services of any kind. The provisions contained herein are deemed to have been accepted unless otherwise arranged through negotiations with the supplier.

## I. Acknowledgement of orders

The supplier shall, as a fundamental obligation, return the duly signed order acknowledgement within 8 (eight) days as from the date shown on the order. Once this time limit has expired, the terms of the order shall be deemed to have been accepted by the supplier.

## II. Early delivery and additional quantity

If delivery is made earlier than requested, the buyer reserves the right either to withhold payment until the relevant contractual date or to return the goods to the seller at the seller's expense. The buyer reserves the right to return to the seller any goods delivered in excess of the quantities ordered, at the seller's expense, and to deduct the value of those goods directly from its payments.

## III. Price and Conditions

The prices shown in the order shall be net of all duties and charges with the exception of VAT. They shall be firm and fixed for goods supplied packaged, packed and delivered in accordance with the Incoterm stated at order.

## IV. Late delivery

Our suppliers must deliver on the agreed delivery dates. In the event that delivery of an order or any part thereof is late, we reserve the right to reduce or cancel the order not fulfilled within the agreed time limits, without notice or compensation due, and to refuse to accept delivery thereof. The buyer reserves the right to obtain the ordered goods in substitution from another supplier at the expense of the supplier who has failed to deliver on time, without prejudice to any other right or remedy.

## V. Intellectual and material property

The drawings, sketches, designs, technical specifications, special documents, production tools, control tools, and various resources supplied to the supplier or paid for by Electropoli shall at all times be and remain the exclusive property of Electropoli. They may only be used for the fulfilment of orders placed by Electropoli and must be provided to Electropoli upon request within one working day. They shall not be destroyed, altered or disclosed to third parties, and shall not be used or reproduced for any purpose other than as authorised by us in writing. The supplier shall hold the abovementioned items in safe custody and shall be fully liable for any damage to them or in the event that they are stolen, go missing or are partially or fully destroyed. It shall be the supplier's responsibility to take out insurance policies covering it for such eventualities. The abovementioned items must be returned in good working condition to our company upon request.

## VI. Confidentiality

The supplier shall be required at all times to keep confidential the information provided to it. The supplier shall take all necessary steps to prevent disclosure of information received by it for the purposes of fulfilling an order. The drawings, sketches, designs, technical specifications, special documents, production tools, control tools, and various resources communicated to the supplier or that come to its knowledge, shall at all times be and remain the exclusive property of Electropoli. This may not be destroyed without prior agreement.

## VII. Product acceptance and inspection

The supplier shall ensure that the delivered products, packaging, labelling and administrative documents are as specified in the buyer's order and free from defects or counterfeit. The delivered products shall be subject to approval by Electropoli. Products shall only be accepted by Electropoli once quantitative and qualitative inspections have been carried out by our quality department or if relevant by our technical departments in the case of service provision. Unless otherwise specifically provided for in the order, notification of the rejection of delivered goods shall be sent by Electropoli to the supplier within sixty (60) working days as from the date of delivery. A delivery may be rejected or the warranty provision brought into effect at any time, even if no reservations were expressed by Electropoli at the time of delivery of the packages. Electropoli shall return any non-conforming products or counterfeiting at the supplier's risk and expense. Any delivery that does not include the documents stipulated in the order or the relevant delivery note may be rejected by Electropoli and returned at the supplier's risk and expense. If products are returned for reasons of their non-conformity or counterfeiting, Electropoli reserves the right either to ask the supplier to replace or alter the said products in accordance with the original terms and conditions of the order, or to deduct from amounts owing to the supplier the costs of steps taken to make the products comply with the order, including but not limited to: identification and marking costs, transport, alterations in our plants. Should our company be forced to obtain all or part of the order from another source, the supplier who has failed to comply shall automatically be responsible for paying any difference between the cost of the new order and the initial order that was placed with it.

## VIII. Quality and Monitoring

The supplier is subject to internal scoring, in case of dissatisfaction the trade exchanges can be called into question. The supplier shall be responsible for ensuring the quality of supplies and services and shall put in place an appropriate quality control and management system in keeping with the criteria specified in the technical documents. The supplier must also guard against the use of counterfeit parts. The supplier shall keep records evidencing the conformity of supplies and services. These records shall be filed 50 years, or according to agreement with Electropoli and provided upon request. This will be subject to prior agreement prior to any destruction. If the supplier is required to supply initial samples or master copies, the order shall be subject to approval of those samples or copies by Electropoli. We reserve the right to appoint a representative to monitor fulfilment of our order in the supplier's workshops and those of its subcontractors. This representative shall be allowed free access to the workshops during working hours, and be provided with all facilities reasonably required for his work. Any external service provider must be designated or approved by Electropoli, including sources for processes. Any changes (process, product, service, provider, location) must be known and approved by Electropoli. Similarly, the Supplier agrees to grant access to any organization, customer and regulatory authority to the appropriate premises of all sites and applicable documented information at any level of the supply chain and undertakes to cascade all requirements applicable to its suppliers.

The supplier shall enclose an easily accessible, legible and detailed Delivery Note with each shipment, which in addition to information about the packages and kind of packaging used, shall also show the information given in our order and the order number, so that the shipment can be identified and a quantitative inspection carried out.

## X. Liability and Warranty

The supplier shall remain liable at all times with respect to the proper fulfilment of this order and for all consequences arising from it under the terms of common law. The approval of samples or master copies or the payment of invoices by the buyer shall not affect this liability in any way. Electropoli may invoke the liability of the supplier even if non-conformities, defects or counterfeits were missed by its inspections and only revealed upon commissioning or use of the supplies. The same shall apply if Electropoli carries out no inspections and responsibility for such inspections has been entrusted to the supplier. Consequently, the supplier shall refund the cost of all non-conforming and defective supplies and all costs of returning or sorting them. The supplier shall also indemnify Electropoli from and against any injury, material damages or loss that might result from defects, non-conformities or counterfeits. The supplier shall take out appropriate insurance for this purpose. The supplier shall indemnify Electropoli from and against any claims that might be made in any place by third parties, in connection with the supplied goods, in respect of patents, licences, trademarks or designs. Unless otherwise agreed, the warranty shall take effect as on the day of delivery. If a claim is made under the warranty, the supplier shall replace the defective good or equipment forthwith and indemnify Electropoli from and against any direct or indirect damages or losses that it might have incurred as a result of the defects. If the supplier fails to replace the defective good or equipment, Electropoli reserves the right to have repairs carried out at the supplier's expense. If any parts or items of equipment are replaced, the replaced items shall be covered by a new warranty period starting on the day they are fitted. If Electropoli so requests, instead of their replacement, a refund shall be issued for the defective equipment or goods. The seller shall, at its expense, take out the requisite insurance to cover its liability arising out of fulfilment of the order. At the request of the buyer, the seller shall deliver to the buyer certificates dating back less than six months evidencing its civil and business liability insurance cover and appropriate insurance covering the goods to the agreed place of arrival.

## XI. Invoices and Payment Terms and Conditions

Invoices must be sent to the address of the establishment issuing the order unless otherwise stipulated. Each invoice shall quote the Electropoli order numbers, references, and the supplier's delivery note number, as these essential details are used by us to identify and check each invoice, as well as all other information required under Article L.441-3 of France's Commercial Code (*Code du commerce*). We reserve the right to send back any invoice that does not contain said information. If there is any dispute over the prices invoiced, or concerning the supplies delivered (quantity or quality) or services provided, a debit note may be issued. At Electropoli's discretion, either the amount of this debit note shall be deducted from later payments or a refund shall be required. Any special terms or references contained in the invoice that are not in accordance with the order agreement or with these general terms and conditions shall have no effect. Payments shall be made by Electropoli in accordance with the terms and conditions stipulated in the order. Unless otherwise expressly agreed to by Electropoli, no payment shall be made if the supplier has not returned the order acknowledgement, or if the delivery was not made in accordance with the conditions of the order, including materials-related documents and certificates.

## XII. Compliance with regulations

The goods ordered shall comply with all applicable legal requirements and regulations in effect, including those relating to: the quality, security, conformity of the product or service, presentation and labelling of goods; labour and employment legislation; international conventions on child rights; ethical behaviour and environmental legislation. The supplier undertakes to comply with all legal requirements and regulations in effect that apply to its operations, and to deliver to the buyer on request information about the environmental impacts of the company's activity, which depend on the nature of that activity. As Electropoli is committed to an Environmental Management System through ISO 14001 certification, the supplier also undertakes to contribute to the compliance with the objectives set by this policy in order to improve our environmental performance ([www.electropoli.com/commitments](http://www.electropoli.com/commitments)).

The supplier agrees that the buyer shall have the right to conduct audits of its practices, or to have such audits conducted by a provider appointed specifically for this purpose or regulatory authorities in order to check that the requisite standards are met. In the event that a subcontractor collects or uses personal data on behalf of Electropoli, the latter undertakes to comply with all the General Terms and Conditions of Purchase Specific to the Electropoli group's personal data and available on the electropoli website.

## XIII. Jurisdiction – Governing law

Any disputes arising out of this order or in the performance thereof shall be submitted to the jurisdiction of the Commercial Court of Coutances ruling in accordance with the laws of France, even in the event of the introduction of third parties or claims involving multiple defendants.