

**ARTICLE 1 - GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions of Purchase represent an offer of purchase by POMMIER from its SUPPLIER and are intended to define the relational mechanisms for the purchase and sale operations, applicable between POMMIER and its SUPPLIER in the absence of commercial negotiations between POMMIER and its SUPPLIER. Should there be commercial negotiations, said commercial negotiations may result in the creation of special terms and conditions of purchase and sale between the parties which shall replace these General Terms and Conditions of Purchase but only as regards the subjects discussed therein. The term "parties" means POMMIER and the SUPPLIER.

**ARTICLE 2 - ORDER ACCEPTANCE/ORDER ACKNOWLEDGEMENT**

An order shall be deemed accepted and contractually binding upon receipt of the acknowledgement attached to the order form which must be returned to POMMIER duly signed within 10 days following receipt of said order, failing which POMMIER reserves the right to terminate its order at any time and by any means at its convenience and without compensation. The SUPPLIER must simultaneously, when returning the order acknowledgement inform POMMIER of the supplies included in the order and which have received a FINAL DESTINATION INSPECTION. Any modification to the terms or conditions of the order, including merchandise specifications, must receive our prior approval before filling the order.

Failing such an acknowledgement and unless POMMIER decides otherwise, should the SUPPLIER begin to fulfil the order, the sending of an invoice, or the acceptance of any payment related to the order, shall constitute the SUPPLIER's unconditional acceptance of the order.

**ARTICLE 3 - PACKAGING**

The SUPPLIER shall ensure that the merchandise is efficiently packaged and protected by appropriate means. In this regard, the internal packaging and outside packaging must be wholly appropriate to the shipping means used. The SUPPLIER shall be solely liable for any damage or loss resulting from inappropriate or incorrect packaging. Packages may not be made refundable or invoiced without POMMIER's prior, written consent.

**ARTICLE 4 - DEADLINES - DELIVERY.**

Deadlines are understood to mean that the supplies are delivered in accordance with the provisions of this article. Deadlines are mandatory and represent a substantial element of the contract.

Products shall be delivered in accordance with the agreed terms and conditions and Incoterms (ICC 2010).

All deliveries shall be accompanied by the issuance of a delivery slip covering the supplies. It must, under all circumstances, mention THE ORDER NO., DELIVERY SLIP NO., ENTRY NUMBERS, POMMIER ARTICLE CODE REFERENCE, DETAILED DESCRIPTION OF THE SUPPLIES, AND THE QUANTITIES COVERED BY THE DELIVERY, POMMIER reserves the right to refuse any partial delivery or delivery in excess of the order. Any return of any excess shall be made at the SUPPLIER's cost, risk, and peril.

Delivery of the products will only be considered complete if the products perfectly conform with all provisions of the agreement between the parties, unless POMMIER has expressly agreed otherwise in writing.

**ARTICLE 5 - DELAYS**

If the delivery of the products or performance of the service is delayed or may be delayed beyond the date provided to this effect, the SUPPLIER shall immediately so inform POMMIER. In such case, the SUPPLIER shall be, unless agreed otherwise by the parties, liable for lateness penalties amounting to two percent (2%) of the order price for each week of delay and/or on a prorated basis per a partial week, capped at 10% of the amount of the order in question, without prejudice to POMMIER's other rights and remedies, including POMMIER's right to obtain compensation for any additional prejudice that might result therefrom. Lateness penalties shall be owed by the SUPPLIER without prior notice, and without the requirement that POMMIER show proof of loss, and shall be invoiced by POMMIER to the SUPPLIER. Lateness penalties shall not be owed by the SUPPLIER insofar as the SUPPLIER's delay is due to an act or omission by POMMIER, provided that the SUPPLIER has informed POMMIER in writing within three (3) days of the date of this act or omission by POMMIER (or the date on which the SUPPLIER should reasonably have had knowledge thereof), stating the impact of this act or omission by POMMIER on the fulfilment of the order.

**ARTICLE 6 - TRANSFER OF RISK AND TRANSFER OF OWNERSHIP**

The transfer of risks associated with the products shall occur at the time stipulated in the agreed Incoterms (ICC 2010). Transfer of ownership shall occur only after POMMIER's qualitative and quantitative acceptance at the destination location. Technical acceptance operations, when they are performed at the SUPPLIER premises do not constitute assumption of liability by POMMIER. In derogation of the commercial code provisions respecting collective arrangements with creditors, the SUPPLIER expressly waives the right to invoke any clause pertaining to reservation of ownership.

**ARTICLE 7 - CONFORMITY - REFUSAL**

The SUPPLIER is responsible for verifying and certifying that the supplies conform with the terms and conditions of the order. Any intervention by POMMIER's inspection office shall not release the SUPPLIER from this conformity obligation. POMMIER reserves the right to refuse any supplies, even following delivery or acceptance which should prove not to conform to the order notwithstanding any damages and interest that might be claimed by POMMIER due to the nonconformity. The return of said supplies shall be made by POMMIER's services, with carriage due, to the SUPPLIER's address at its risk and peril. Any refused supplies shall result in a credit and shall be considered to be a non-delivery.

**ARTICLE 8 - WARRANTY**

The SUPPLIER guarantees that the supplies shall fulfil all services and functions for which they are intended and shall conform to the order specifications. The SUPPLIER warrants that the supplies are manufactured following the best quality criteria in force in the profession and the associated best practices. For the duration of the contractual warranty, the SUPPLIER undertakes to proceed, at POMMIER's choice, and free of charge, with the replacement or repair of all or part of the supplies that are non-conforming with the order specifications. The SUPPLIER shall bear the costs of any and all damages or loss suffered by POMMIER as a result of such claim.

For all products, the warranty period shall be twenty-four (24) months starting from the delivery of the products. The repaired or replaced elements will be covered by a new twenty-four (24) month warranty period beginning to run starting on the date on which such repaired or replaced elements are delivered.

**ARTICLE 9 - FORCE MAJEURE**

Any delay or hindrance in the performance of the obligations incumbent upon the SUPPLIER shall be excused insofar as such delay or hindrance is caused by an unforeseeable, external, and irresistible event constituting force majeure, and provided that the SUPPLIER shall have sent to POMMIER written notice (including the estimated duration of said delay or hindrance) within ten (10) days of the occurrence of said event. For the duration of the period of delay or hindrance rendering performance of obligations impossible, POMMIER may freely procure replacement or substitute elements from one or more other suppliers. In such case, POMMIER may freely reduce the quantity of products ordered from the SUPPLIER. If the delay extends beyond thirty (30) days or if the SUPPLIER does not provide sufficient guarantees about the end of the delay prior to the thirtieth day, POMMIER may freely cancel the order in question.

**ARTICLE 10 - AUDIT RIGHTS**

At POMMIER's first request, the SUPPLIER shall authorize POMMIER to audit and make any copies, at its cost, of documents in its possession concerning the performance of the obligations for which the SUPPLIER is responsible or other applicable legal requirements. Moreover, at POMMIER's first request, the SUPPLIER shall authorize POMMIER to access the sites on which the work is performed for the purpose of evaluating (1) the quality of the work, (2) the conformity of the products and services with the specifications, and (3) compliance with the declarations, guarantees, certifications, and commitments undertaken by the SUPPLIER.

At all times, POMMIER undertakes to make reasonable, good faith use of this right.

**ARTICLE 11 - PRICES**

The agreed prices are firm and not subject to revision and are understood to include the supplies delivered in accordance with the provisions of article 4 above. They are net of any and all deductions, taxes, fees, duties, and charges, except for VAT.

**ARTICLE 12 - INVOICES - CREDITS**

All invoices shall be issued in duplicate and must be sent to the billing address found on the order and must include the statements required by regulation. These invoices absolutely must mention: THE ORDER NO., THE DELIVERY SLIP NO., THE ENTRY NUMBERS, THE POMMIER ARTICLE CODE REFERENCE, THE SUPPLIER'S DETAILED DESCRIPTION. Corrections to invoiced amounts, due to disputes about prices, quantities, etc., may be the subject of debit notes by POMMIER.

**ARTICLE 13 - PAYMENT**

All payments shall be made provided that the supplies and invoices conform to the agreement reached between the parties. Payments shall be made by wire transfer issued by POMMIER, 45 days end of month.

**ARTICLE 14 - LOANED OR ENTRUSTED TOOLS AND ASSETS**

All tools manufactured by the SUPPLIER on behalf of and at the cost of POMMIER whether wholly or in part as well as the tools and assets provided to it by POMMIER, must only be used to produce POMMIER orders. The SUPPLIER shall ensure the custodianship, maintenance, and preservation in good condition of such tools and assets at its cost, risk and peril. The SUPPLIER undertakes to procure any and all insurance necessary for such purpose and to provide evidence thereof. These tools and assets remain the property of POMMIER. The SUPPLIER must equip them with a permanent marking or plate indicating such ownership if they do not already have such. The SUPPLIER undertakes to return them in good condition at POMMIER's first request.

**ARTICLE 15 - INTELLECTUAL AND/OR INDUSTRIAL PROPERTY**

Should there be orders for studies and/or development contracts, POMMIER shall acquire, in addition to the physical ownership, the full and whole ownership of any intellectual property rights over the results of the order including, specifically, all sets of drawings, plans, technical memoranda, designs, digital data, models, and prototypes for any use, covering the whole world, and for the duration of protection of the intellectual property rights. Should the results be capable of industrial and/or intellectual protection, POMMIER alone may file in its name and at its cost any application for title of industrial and/or intellectual property.

In this respect, the SUPPLIER guarantees that the thus assigned property rights shall not be subject to any claim of industrial or artistic property by third parties.

**ARTICLE 16 - PROFESSIONAL SECRECY - SUBCONTRACTING**

Without subject to the obligations resulting from any specific confidentiality agreement elsewhere binding the parties, the SUPPLIER is required to comply with professional secrecy and must particularly take any and all steps so that the specifications, digital data, drawings, plans pertaining to our orders, are neither communicated nor disclosed to a third party by itself, or by its own agents and/or subcontractors. Orders may not be performed, whether wholly or in part, by a subcontractor without prior, written approval from POMMIER. Upon fulfilment of the order, the SUPPLIER undertakes to immediately return to POMMIER any and all confidential digital data or documents related thereto.

**ARTICLE 17 - PUBLICITY**

The SUPPLIER agrees to present the supplies manufactured following POMMIER's designs, models, or technical specifications only with that party's written authorization. Under no circumstances and in no way may the orders result in direct or indirect publicity without written authorization from POMMIER.

**ARTICLE 18 - INSURANCE**

The SUPPLIER undertakes to purchase, at its cost, the necessary insurance coverage to cover the civil liability before and after delivery that it incurs as a result of its obligations with regard to POMMIER for all bodily, material, and economic damage. At POMMIER's request, the SUPPLIER shall send all certificates of insurance for the purpose of demonstrating compliance with this obligation.

**ARTICLE 19 - RIGHT OF ASSIGNMENT**

POMMIER is authorized to transfer the rights and obligations associated with any agreement reached with a SUPPLIER in application hereof, provided that it so informs the latter beforehand.

**ARTICLE 20 - REGULATIONS**

The goods ordered must in all aspects comply with the applicable legal and regulatory requirements, specifically as concerns:

- Quality, composition, presentation, and labelling of goods,
- Labour and employment law: in all circumstances, the supplier shall refrain from offering for sale products that could have been manufactured by minor children,
- The provisions of the international conventions on the rights of children and, more specifically, those pertaining to child labour,
- Environmental laws.
- The Deliverables must be free from any variety of asbestos fibres and any product containing it, whether or not incorporated in materials, products or devices.

The SUPPLIER is bound by the obligation, under penalty of termination for which it will bear sole liability and of claims for damages from the Buyer, to inform the Buyer before any order, of the presence of radioactive sources in the Deliverables.

The supplier also undertakes to comply with European regulation 1907/2006 the so-called "REACH", European regulation 1272/2008 the so-called "CLP" directive, directive 2002/95/EC the so-called "RoHS" directive, directive 94/62/EC the so-called "Packaging" directive and/or any national rules or regulations resulting from the transposition of such directives as well as the successive changes to these texts. The supplier undertakes to comply with all provisions of the labour code, particularly those respecting undeclared work. Accordingly, with respect to the contracts or orders placed, the SUPPLIER undertakes in particular to provide POMMIER with the documents referenced in articles D.8222-5 and D.822-7 of the labour code.

Consequently, the SUPPLIER agrees that POMMIER may proceed to conduct audits performed by itself or by a service provider appointed to this effect, in order to verify compliance with the aforementioned standards.

Any infraction of the above provisions may result in the immediate cessation of commercial relations with the SUPPLIER without notice.

**ARTICLE 21 - THE PROTECTION OF PERSONAL DATA**

POMMIER provides the Supplier with data and files, etc., of any kind and in any form whatsoever, these constituting Personal Data, and authorises the Supplier to process them for the performance of the Order.

The Parties undertake to act in accordance with Personal Data Protection Legislation.

POMMIER possesses the capacity of Personal Data Controller and the Supplier acts on behalf of POMMIER purely as a Service Provider.

If the Supplier is required to process data on behalf of POMMIER, it undertakes in particular to comply with all obligations stipulated in Article 28 of Regulation 2016/976 and that the authorised persons only have access to the Personal Data to the extent necessary to the performance of their services and moreover undertakes to respect the privacy and confidentiality aspects related to the Order.

With regards to security, the Service Provider undertakes to set up and maintain all technical and organisational measures for the duration of the Order, including all security measures adapted to the nature of the Personal Data processed and to the risks posed by the possible Processing performed.

The Supplier agrees not to assign or transfer personal data without POMMIER's express consent.

The Supplier agrees (without replying directly to the Data Subjects) to immediately inform POMMIER of any request from a Data Subject concerning his or her rights regarding Personal Data and to provide all necessary assistance to POMMIER to facilitate the response to such requests.

As the transfer of Personal Data from POMMIER to third countries does not provide an adequate level of protection pursuant to the Directive and to Regulation (EU) 2016/679, this is subject to POMMIER's prior and express consent.

For any Transfer of Personal Data to a third country authorized by POMMIER (affiliated entities of the Supplier or Sub-supplier), POMMIER shall authorize the Supplier to introduce the guarantees required by the applicable Personal Data Protection Laws.

In the event of a Personal Data breach, the Supplier must notify POMMIER of the breach within 48 (forty-eight) hours.

The Supplier also agrees to send to POMMIER an impact analysis concerning this breach, at the latest within 48 (forty-eight) hours after the notification referred to above.

The Supplier agrees to cooperate in order to enable POMMIER to notify any competent regulatory or supervisory authority of the Personal Data breach in compliance with the Personal Data Protection Laws.

At its sole discretion, POMMIER reserves the right to conduct any audit that it considers useful to confirm compliance by the Supplier and its possible external Service Providers with their obligations concerning Personal Data as defined in this Order.

At the end of this Order or in the case of early termination for any reason whatsoever, and at any time upon request from POMMIER, the Supplier and its Sub-suppliers will return any and all Personal Data they may have processed, in any form whatsoever, to POMMIER, within an appropriate period of time not exceeding 1 (one) month.

**ARTICLE 22 - TERMINATION**

Should there be total or partial non-fulfilment by the SUPPLIER of any of its orders whatsoever, and following notice sent by registered mail with return receipt that has gone unanswered imparting upon it a period of eight days to fulfil its obligations, POMMIER reserves the right to notify the SUPPLIER in writing of the termination for cause of all or part of the order, and the foregoing subject to any damages and interest owed to POMMIER.

**ARTICLE 23 - APPLICABLE LAW - JURISDICTION**

French law is the applicable law. Failing any out-of-court settlement of any and all disputes or litigation, exclusive jurisdiction shall lie with the Commercial Court for POMMIER's registered office.