

INTERPLEX SOPREC TERMS AND CONDITIONS OF PURCHASE into force on the 01/11/2018

- 1. GENERAL PROVISIONS:** Without exception or reservation, these Terms and Conditions of Purchase govern all orders of Products or Services (hereinafter "the Supplies") made by INTERPLEX SOPREC (hereinafter "IS"), in particular purchases of plastic, metallic, electric and electronic parts, packaging, administrative or technical consumables, raw materials and orders of services such as studies, tool production, moulding, surface treatment, special machines, assembly and packing. Where appropriate, they supplement the supplier's terms and conditions of sale, provided these have been sent to us. In the event of contradiction between the Terms and Conditions of Purchase and a supplier's terms and conditions of sale, the Terms and Conditions of Purchase will prevail, given that they are adapted to the restrictions imposed on IS by its own instructing parties.
- 2. ROLE OF IS:** IS is very frequently a supplier to an instructing party. The instructing party's requirements are passed on to IS's supplier and are binding on the latter. Failure by the supplier to comply with the requirements of IS's clients shall legitimately end IS's relationship with this supplier.
- 3. DEFINITION OF NEEDS:** Prior to any order, INTERPLEX SOPREC will send a statement of work. All offers and deliveries must comply with the statement of work.
- 4. ORDER:** An order will only be final if it is set out in a written purchase order, in whatever form (printed or electronic). Any changes of any kind must be made in a supplementary agreement to the order, referencing the order number in question. The Supplier will endeavour to meet any exceptional, urgent or early orders, and must give reasons for its refusal. If it changes the manufacturing or production procedures for the Supplies, a written request must be sent to IS. Any exception of any kind to the specifications of the order is not binding on IS without written agreement. The Supplier must acknowledge receipt of the order and its supplementary agreements. The absence of a response from the Supplier within 48 hours shall be taken as acceptance of the order and its specifications. IS may change or cancel any order that the supplier has not yet acknowledged.
- 5. PROVISIONAL DELIVERIES:** IS undertakes to take delivery only of parts and services that have been the subject of a firm order. The provisional delivery schedules are for information only.
- 6. THE SUPPLIER'S OFFER:** The Supplier's offer must include the price of the Supplies, the detailed cost of the equipment needed to produce the Supplies, the production deadlines and the production and/or use warranty.
- 7. DEADLINES:** 7-1 The delivery times cover Supplies delivered to our premises. These are strict deadlines which form an essential part of the order. Satisfactory delivery of the Supplies means delivering the Supplies in accordance with the order, and all technical, administrative and dispatch documents provided for in the order and the attached documents, in compliance with the legislation in force, written in French. 7-2 In the event of a delay in delivery of all or part of an order, and after informing the Supplier by ordinary letter, fax or e-mail, we reserve the right to reduce, cancel or terminate the order in question and/or to claim compensation for any direct and/or indirect loss caused by the delay, such as the penalties invoiced by our clients and the dispatch costs of any delivery of an order outside the deadline or in several instalments. All delivery delays will incur late penalties of 1% per week of delay, calculated on the purchase price excluding tax of the missing Supplies, with a maximum of 5% of the purchase price excluding tax.
- 8. STANDARD PARTS FOR APPROVAL:** For some Supplies specified in the order, the Supplier must deliver, to the places and within the deadlines indicated, a representative sample of the Supply, together with an inspection record and, where applicable, all the test results required under the legislation and/or the contract. The order will only be final once IS has notified its acceptance of the Standard Parts.
- 9. TRANSPORT - PACKAGING:** 9-1 Consignments are delivered carriage and packing paid to the delivery address given on the purchase order, during the days and times that IS is open, by a transport method chosen by the Supplier, unless otherwise specified in writing. 9-2 All deliveries must be made using the packaging specified in the order, and in the absence of any indication, in compliance with the applicable standards in the Member States of the European Union. Any damage to the Supplies due to inappropriate packaging will be compensated by the Supplier. All consignments must be accompanied by a delivery note showing the order references and date.
- 10. ACCEPTANCE - TRANSFER OF RISKS:** 10.1 Unless otherwise stipulated on the purchase order or a supplementary agreement, indicating a specific place of delivery, acceptance will always take place at our premises, even if the Supplies are invoiced "Supplier ex-works". The acceptance operations performed at the Supplier's premises are provisional only. 10.2 Administrative acceptance of the Supplies is expressed by signing the delivery note with IS's stamp, after inspection of any visible qualitative and quantitative defects to the packaging, and subject to visible inspections of the Supplies, which we reserve the right to carry out within 10 working days of delivery. **Final acceptance will only take place after all the necessary inspections and technical tests. In the event of an order of material delivered on a reel, acceptance will only become final once all the material has been unrolled, without any time limitation, with effect from delivery.** 10.3: **Regardless of the payment terms and transport conditions, the Supplier is liable for all damage or loss, and for any losses these might cause, until acceptance of the Supplies.**
- 11. TRANSFER OF OWNERSHIP:** IS will own the ordered Supplies, and the equipment, once it has been individually identified at the Supplier's premises, the latter undertaking to assert IS's right of ownership in all circumstances. The Supplier shall contest by any means in law any claims brought by third parties against the sold goods. The Supplier must inform us as soon as it becomes aware of such claims, so that we can protect our interests. The Supplier will use any appropriate means to ensure that the wording "property of INTERPLEX SOPREC" is affixed thereto. Any reservation of title clause from the Supplier subjecting the transfer in ownership of the Supplies, directly or indirectly, to full or partial payment of the price, shall be deemed invalid.
- 12. COMPLIANCE:** 12.1 The Supplies must conform to the purchase order, the plans, specifications, statements of work and samples accepted by IS for the unspecified characteristics, the requirements of the laws, regulations and standards applicable in the Member States of the European Union, and those relating to trademarks, models, designs and patents. This list is not exhaustive. 12.2 If the Supplier has been involved in defining the specifications for the ordered Supplies, IS's statement of these specifications shall not in any way whatsoever restrict or remove the Supplier's obligation to deliver the Supplies in accordance with their characteristics and intended use. We reserve the right to refuse any non-compliant Supply or any delivery not ordered, incomplete or surplus, by ordinary letter, fax or e-mail giving details of the reason. Where applicable, this notification of refusal of the Supplies will be accompanied by a disputed sample, sent to the Supplier on request, at its own cost and risk. The Supplier must collect the refused Supplies at its own cost and risk within eight (8) working days of the delivery refusal notification. We reserve the right to invoice the Supplier for the storage costs of the refused Supplies and to suspend any payment relating to the order of defective Supplies and any order in progress, until the dispute is resolved. In the event of a hidden defect or fault in the Supplies, not identified by our inspection or which comes to light subsequently, the Supplier remains liable for all the consequences of the said faults or defects. Clauses reducing the legal warranty of Article 1641 of the Civil Code shall be deemed invalid. The Supplies must meet the requirements of the laws and regulations in force relating to security and warranty.
- 13. WARRANTIES:** 13.1 Scope: The Supplier unreservedly guarantees all the direct and/or indirect, financial and/or other consequences, related to the repair, replacement, storage, inspection, dismantling and sorting of Products with a non-compliance rating above the usual tolerance for the automotive or aeronautical sector, or a recall of the Supplies by IS or one of its clients, due to a non-compliance or any fault or defect caused by a material, manufacturing or design fault. 13.2 Term: The warranty is valid for an unlimited period, with effect from final acceptance of the Supplies. Supplies made under this warranty are guaranteed under the same terms and conditions as the original Supplies. 13.3 Insurance: The Supplier agrees to take out an insurance policy covering its civil liability and the warranties referred to in Article 9 and 10, and if it stores the Supplies, equipment, components or any other material belonging to IS, also covering the risks of theft, loss and fire. The Supplier shall provide proof of this insurance policy and payment of the premiums, on first request. 13.4 The Supplier undertakes to keep a sufficient amount of stock, at its own cost and risk, to cope with any return of defective Supplies. The Supplier will be responsible for this stock upon expiry of the contractual relationship, for any reason whatsoever, unless specifically agreed otherwise in writing.
- 14. FORCE MAJEURE:** Staff movements, strikes and other internal difficulties of the Supplier or its partners are not deemed to be cases of force majeure.
- 15. PRICE - PAYMENT TERMS:** 15.1 Price: Unless otherwise specified in the order, prices are firm, non-reviewable and free of all taxes, levies, costs of packaging, certification of any kind, transport and insurance, up to final acceptance. 15.2 Invoices: Invoices must include the details of the order and match all of its stipulations (item number, supplier reference, description, quantity) with the corresponding delivery note numbers and dates. They must be issued in accordance with the legislation in force, in particular the provisions set out in Article L.441-3 of the French Commercial Code. Each invoice must refer to one delivery. In the event of partial refusal of delivered Products, invoices will only be paid after receipt of a credit note for the value of the refused delivery. 15.3 Payment terms: Unless otherwise specified in the order, all our purchases are payable within a maximum of 60 days from the invoice date.
- 16. EQUIPMENT AND MATERIALS:** Machines on loan, equipment and materials, whether provided to the Supplier or produced by the Supplier, remain the property of IS. When they have not been separately invoiced, their financing is included in the unit price of the ordered parts, unless otherwise specified. The Supplier is not permitted to use the equipment for purposes other than completing the orders, including after the termination of the commercial relationship, for whatever reason. The Supplier is not permitted to make the equipment available to a third party or to move it. The Supplier is liable for all obligations as a custodian of the said equipment, including in cases of force majeure, and must return it to us on first written request. The equipment and samples produced by the Supplier on our behalf belong to us, and are subject to the same obligation to return them, under the same conditions. The Supplier must insure the equipment provided to it by IS, for whatever reason, at its own cost and for its actual value, against all risks of loss suffered or caused by it on behalf of the owner, with express waiver of recourse by the Supplier and its insurers.

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17. STANDARD NF EN 9100 (May 2018): The Supplier acts for INTERPLEX SOPREC, which is certified under standard NF EN 9100 (May 2018). In this context, the Supplier undertakes to do everything possible to enable INTERPLEX SOPREC to perform the checks and inspections required by the standard. The Supplier will immediately inform INTERPLEX SOPREC of any non-compliant products, any changes made to the product and/or the manufacturing process, changes in suppliers or changes in manufacturing sites. The Supplier undertakes to keep records of all the documents relating to the quality of the delivered products for 30 years. The Supplier will give INTERPLEX SOPREC free access to its premises at any time, to perform checks and audits on the premises. The Supplier, on request from INTERPLEX SOPREC, will provide full objective evidence of product compliance (support documentation, compliance certificate, test report, statistical records, and records on process management). The Supplier will perform acceptance checks on the products prior to dispatch to INTERPLEX SOPREC, with a view to guaranteeing their quality. The Supplier will provide evidence of the methods used to check the quality of production: quantitative monitoring during production and checks on production procedures, proof of checks and inspections, checks aimed at identifying and eliminating foreign bodies and a management process for critical elements. The Supplier will obtain approval from INTERPLEX SOPREC for decisions concerning non-compliant products and any potential changes in the manufacturing process (products, suppliers, sites, etc.).

18. INTELLECTUAL PROPERTY: 18.1 IS is the sole owner of the intellectual property rights pertaining to the plans, studies, documents, tools, samples or equipment produced by the Supplier to fulfil the order. The Supplier is not permitted to disclose to anyone, or to use for itself or a third party, all or part of these elements, and any related know-how. Under no circumstances may the Supplier use, reproduce, patent, file or send to third parties the studies, projects, prototypes and documents, patents, designs and models or know-how belonging to IS, without written permission from IS. The Supplier will ensure its personnel comply with this obligation during and after their time at the company. 18.2 The Supplier holds IS harmless against any legal action or claim by third parties relating to any right, such as the right of exclusivity or industrial or intellectual property right, patents, trademarks, designs or models, relating to the Supplies.

19. CHECKS - INSPECTIONS - TESTS: During the completion of the order, the Supplier will provide us with information so that we can assess its progress. We have the right to inspect the Supplies at any time. The Supplier undertakes to inform us immediately, in writing, of any visible defects in the Supplies, so that the harmful consequences thereof can be limited. All tests set out in the contractual documents are performed at the Supplier's cost.

20. CONFIDENTIALITY: All information sent by IS is confidential. The Supplier must take all measures to ensure that the specifications, formulas, designs and plans relating to IS's orders are not sent or disclosed to any third party, either by itself or by its employees or suppliers. The Supplier is bound by professional secrecy. It undertakes not to disclose the information sent by IS to any third party, and to take all measures to ensure that it is not disclosed by one of its employees, permanent or temporary contractors, suppliers or subcontractors, for the entire duration of the relationship between IS and the Supplier, and for a period of five (5) years thereafter. Breach of this confidentiality obligation will be considered gross negligence. Any breach of the confidentiality obligation will entitle IS to claim compensation.

21. SUBCONTRACTING: The Supplier undertakes not to subcontract all or part of the order without our prior, written agreement.

22. TERMINATION: If the Supplier fails to perform any one of its obligations under an order, the order may be freely cancelled by IS, eight calendar days after sending a formal notice by registered letter with receipt acknowledgement, which is not fully or partially remedied within this period, without prejudice to any claims for compensation by IS. If, following a delivery delay, IS cancels the order and uses another Supplier to fulfil it, and the new purchase prices for total or partial fulfilment of the order are higher than the original order, we will automatically expect the defaulting Supplier to pay the difference, without prejudice to all other rights and recourse. After informing the Supplier, we reserve the right to pass on any penalties or compensation of any kind that we have to pay to a client for a reason attributable to the Supplier, even if a solution has been provided by the Supplier.

23. GROSS NEGLIGENCE: If, after accepting an order (express acceptance by receipt acknowledgement or tacit acceptance), the Supplier for any reason whatsoever decides not to honour the order under the stated terms, this behaviour will constitute gross negligence. In addition to any penalties and other rights, the Supplier will therefore compensate IS for any losses specifically relating to loss of clients, disputes, loss of earnings, etc.

24. MEASURES TO COMBAT ILLEGAL LABOUR - EMPLOYMENT STANDARDS: The Supplier certifies that the work is performed by workers who are legally employed pursuant to Articles L 8211-1 *et seq.* of the French Employment Code, and workers legally employed pursuant to Articles L 3243-1 *et seq.* of the French Employment Code and L 1221-10, L 1221-13 and L 1221-15 of the French Employment Code. The Supplier will provide us with a certificate of social security declarations. The Supplier holds us harmless against any action brought by a third party and/or administrative authority as a result of failure to comply with the above obligations. The Supplier must guarantee that none of the Supplies delivered are manufactured by a workforce that does not comply with the employment law and the regulations governing residence permits in France, and, in other countries, with the local laws and human rights legislation. The Supplier authorises IS and/or its representatives to have permanent access to its premises, without having to give prior notice. The Supplier must solely employ workers who have reached full legal age and comply with all the regulations governing child labour.

25. APPLICABLE LAW - JURISDICTION - LANGUAGE: These Terms and Conditions of Purchase are governed by French law. In the event of any dispute that cannot be resolved amicably, sole jurisdiction is granted to the competent Commercial Courts for our registered office (Dannemarie-sur-Crête – Doubs), even in the case of summary proceedings, multiple defendants or third party proceedings, regardless of the conditions of sale and payment method. Only the French version of this document shall be valid between our clients and IS, to the exclusion of any translation.