

STEF GROUP GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

- 1. Scope.** These general terms and conditions of purchase (hereinafter "GTCP") apply to orders for goods and/or services (hereinafter "Supplies") placed by the entities of the STEF group, jointly or individually (hereinafter, the "Buyer"). They apply in the absence of a contract between the Buyer and the vendor (hereinafter, the "Vendor"). The provisions of the GTCP, which are deemed to have been accepted without change if they have not been amended by negotiation, in particular in view of the Vendor's general terms and conditions of sale, prevail over the Vendor's general terms and conditions of sale.
- 2. No volume or purchase commitment - No exclusive rights.** The Buyer makes no commitment to purchase a minimum or total volume of Supplies from the Vendor. Furthermore, unless otherwise agreed by the parties, the Buyer does not grant the Vendor any exclusive rights.
- 3. Changes to Supplies.** No change to the quality or specifications of the Supplies may be made without the prior written agreement of a duly authorised representative of the Buyer and Vendor.
- 4. Vendor's obligations.** Supplies must comply with: (i) the terms of the order, the GTCP and the special terms and conditions, if any; (ii) the local laws and regulations in force; and (iii) the state of the art and best practice in the industry. In this regard, the Vendor owes an absolute obligation ("*obligation de résultat*").
- 5. Performance deadlines.** The Vendor acknowledges that compliance with the deadlines specified in the orders is a material obligation in performing orders for Supplies. In the event of non-compliance with the deadlines specified in the order, merely as a result of such event and without the need to give formal notice to perform, the Vendor will automatically incur a penalty of 1% of the total amount, excluding VAT, of the relevant order per business day of delay, up to a maximum of 15% of the amount of the order. These penalties are neither all-inclusive nor final, and do not discharge the Vendor's liability or preclude any claim for damages the Buyer may have sustained due to the delay. Moreover, the Buyer reserves the right to cancel the order on the grounds of any delay it deems excessive.
- 6. Acceptance of Supplies - Non-compliance: 6.1. For all Supplies requiring an acceptance memorandum:** If the Supplies comply with the Buyer's technical requirements, the parties shall sign an acceptance memorandum. All deficiencies specified and not corrected within 48 hours may incur the penalties described above. Furthermore, if deficiencies are discovered, the Vendor shall correct them without delay to the extent necessary, at no additional cost to the Buyer, until all reservations have been lifted by the Buyer. **6.2. For all Supplies requiring the preparation of a service call ticket/report after a site visit:** At the conclusion of each service call to the Buyer's site in compliance with the conditions set out above, within 48 hours from the date of such service call, the Vendor shall send the Buyer a detailed service call ticket or report. **6.3.** If the Vendor breaches any of its material contractual obligations (non-compliance with deadlines that are of the essence, major non-compliance of the Supplies, etc.) and is unable to make the necessary fixes within 48 hours from the time the breach is discovered, the Buyer may choose to cure such breach itself and/or to appoint a third-party contractor of its choice to cure the breach, at the Vendor's expense and risk. In such case, the Vendor undertakes to provide its full and complete cooperation.
- 7. Warranty.** In addition to the statutory warranties, the Vendor shall warrant the Supplies for a period of 18 months (from the date the Supplies are delivered or the date an acceptance memorandum is signed without reservations if Supplies require installation) against all defects in the design, materials, manufacturing and operation of the Supplies, as well as any abnormal wear and tear, provided the Supplies are used in accordance with the contractual requirements agreed. The warranty shall cover all damage caused by a defect or anomaly, as well as the costs to repair the property or remedy the Supplies so as to ensure proper operation and meet the specifications required and agreed upon. The Vendor shall bear all costs in connection therewith, in particular the costs of parts and labour, as well as the costs of uninstalling, shipping and reinstalling the Supplies, whether incurred by it, the Buyer or a third party. Replacement of a defective component during the warranty period will cause a new warranty period to begin to run for the same duration as the contractual warranty period. This warranty clause in no way limits the Buyer's rights to obtain compensation for any damage of any type caused directly or indirectly by the defects discovered. The Vendor shall ensure the availability of spare or replacement parts for a period of 5 years from the date of delivery or installation.
- 8. Liability/Insurance.** The Vendor shall be automatically liable to the Buyer and to third parties for damage of any type that may be caused thereto by the Vendor, its employees or any person whose services the Vendor uses to assist it, or to perform any contractual obligation in its place. The Vendor shall take out all insurance policies necessary to cover the liability it may incur in connection with performing the order.
- 9. Price - Invoicing - Payment terms.** The prices stated in the special terms and conditions and/or the order include delivery to the address indicated in the order, as well as packaging, shipping and insurance, net of duty and taxes, including all travel costs of the Vendor to the site(s) agreed upon. Prices are firm, final and non-revisable during the period the Supplies will be furnished. Invoices shall be prepared after conforming Supplies have been delivered or have been accepted without reservation. Invoices shall be payable within 45 days from the end of the month in which they are issued. Non-payment, in whole or in part, of any instalment of an invoice will incur, without the need for any formality, late-payment penalties equal to three times the legal interest rate, as well as, in accordance with the law, a lump-sum allowance of €40 for collection costs, or a higher amount if proved.
- 10. Transfer of title - Transfer of risks.** Title to the Supplies will transfer to the Buyer when they are delivered, and the Vendor shall not be entitled to assert any reservation of title clause. The risks in relation to the Vendor's Supplies will transfer to the Buyer in accordance with Incoterm DDP (Delivered, Duty Paid) at the agreed destination (Incoterms® 2010), with all duty, taxes and insurance to be paid by the Vendor.
- 11. Early termination.** In the event of a material and/or repeated breach by the Vendor of any of its obligations under the order, notwithstanding the provisions above, the Buyer shall be entitled to automatically (without the need for a prior notice to cure the breach) terminate the contract, without prejudice to the late-performance penalties and compensation that may be claimed from the Vendor to compensate any losses sustained by the Buyer.
- 12. Duty of care "Obligation de Vigilance"** - The Vendor shall perform the Supplies in compliance with the legislation and social regulations in force. In particular, the Vendor undertakes that its employees in charge of benefits will be legally employed with regard to Articles L 1221-10, L 3243-2, L 4121-1 et seq., and L 8222-1 to L 8222-5, L 8251-1 et seq., D 8222-5, R 3243-1 and R 8222-1 of the Code du travail (French Employment Code). In this respect, and in accordance with articles D 8222-5 et D 8254 of the Code du travail, the Vendor shall communicate to the Buyer (or to a third party appointed by the Buyer) at the time of the Agreement and thereafter 6 months until the end of the performance of the Supplies, the following documents: (i) as provided by Article D8222-1 of the Code du travail, the attestation de vigilance (Employer Coverage Certificate) issued by the contributions collection agency to which the Vendor belongs which must be less than 6 months old, certifying that it is up to date with its social obligations, (ii) one of the following documents: an extract from the entry in the Trade and Companies' Register, or an identification card justifying registration on the trades register, or an estimate, advertising document or another document, provided that it includes the name or corporate name, the full address, registration number in the Trade and Companies' Register or on the trades register or another document authorized by the law, and (iii) the list of foreign employees employed by the latter and subject to the work permit provided by Article L 5221-2. Such list shall specify for each employee: His/her employment start date, His/her nationality, the type and serial number of the certificate constituting a work permit. Failure to comply with the obligations provided in this article will justify the automatic and immediate termination by the Buyer of the contractual relationship.
- 13. Business Ethics - Anti-corruption** - In the frame of the performance of this Agreement, each Party shall strictly comply with the principles and rules provided by applicable laws and regulations related to conflicts of interest, competition law, anti-corruption and influence peddling. Consequently, any breach by the Vendor of the obligations provided in this article shall be considered as a serious breach giving the Buyer the right to terminate immediately and automatically the Agreement, without notice or compensation, but subject to the resulting damages to which the Buyer may be entitled. In accordance with the "Sapin II" law on transparency, anti-corruption and the modernization of economic life of December 9, 2016, the Buyer's group ("the STEF Group") has implemented internal anti-corruption prevention measures. The STEF Group has hence implemented an ethics and business conduct charter, as well as alert and control procedures and mechanisms, in order to prevent and detect acts of corruption and influence peddling. The STEF Group ensures that all its employees, particularly those who have the ability to engage it in relationships with third parties, share and apply the legal rules and internal regulations that guarantee respect for business ethics. The Vendor shall ensure that any person, acting on its behalf in connection with the execution of the GTCP: (i) complies with all applicable regulations aimed at combating corruption, (ii) does not do anything, by action or omission, that would be likely to entail the STEF Group being held liable for non-compliance with the said regulations, (iii) implements and maintains its own policies and measures relating to ethics and anti-corruption, (iv) informs the Vendor without delay of any event of which he/she/it is informed and which could result in obtaining an undue advantage, financial or of any other nature, incidental hereto. Finally, the Vendor shall provide the Buyer with any assistance required to respond to a request from any authorized authority relating to anti-corruption.
- 14. Food Safety Rules** - The Vendor acknowledges having been informed of the latest version of the Vendors' Food Safety Rules, available on the STEF website: https://www.stef.com/pub/files/2019-05/Regles-SSA-Fournisseurs-STEF_VF_V1.pdf and agrees to observe those applicable to the Supplies that he provides.
- 15. Protection and Processing of Personal Data** - The Vendor shall observe the laws and regulations applicable to personal data (in particular the EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR")). The Vendor shall have implemented all actions and procedures required by the GDPR in order to ensure the processing and the retention of the personal data that he may collect in the frame of the performance of the GTCP, as the entity handling the personal data or as subcontractor, with the strict meaning of the GDPR. The STEF Group has therefore implemented a general personal data protection policy governing the collection and the responsible use of the said data within the strict framework of its activities ("General Policy"). The General Policy applicable to the STEF Group whether it is acting as the entity handling the personal data or as subcontractor with the meaning of the GDPR, is available on the various websites of the STEF Group. It is regularly updated in order to take into consideration the legal and regulatory changes as well as those arising from the organization and the activities of the STEF Group. The Vendor shall regularly check the General Policy on the websites of the STEF Group, in order to be informed of its latest changes and also to become aware of: (i) the commitments of the STEF Group related to the protection of personal data and to the conformity with the GDPR, (ii) the rules and principles observed by the STEF Group for a compliant management of the personal data including processed data, the purposes for which the data are processed, their legal basis, the length of the data storage, the recipients of data, the security as well as the confidentiality (iii) the rights individuals have on their personal data as individuals concerned, as well as their means of exercising such rights.
- 16. Confidentiality** - The parties undertake to treat as strictly confidential, and not to disclose to third parties - unless otherwise expressly agreed - the information they have already received, as well as any information they may exchange during the performance of an order or the furnishing of the Supplies. Each party shall take all appropriate measures to comply and ensure compliance with this undertaking, including for a period of two years following final acceptance.
- 17. Personal agreement** - The Vendor may subcontract all or part of the furnishing of the Supplies only with the Buyer's prior written authorisation. Non-compliance with this clause will automatically and immediately result in the cancellation of the relevant orders on the grounds of the Vendor's sole breach, and without the right to any compensation. Any (i) assignment by the Vendor of its rights and obligations or (ii) any change of control in the Vendor's shareholder structure, whether due to a purchase, sale, merger, contribution or restructuring of the group, without the Buyer's express authorisation will constitute a material breach that also justifies the automatic and immediate termination of the contractual relationship.
- 18. Responsible Procurement Charter** - The Vendor acknowledges that it has read and accepts the most recent version in force of the Responsible Procurement Charter, which applies to STEF's vendors. The text thereof is available on STEF's website at <https://www.stef.com/en/csr-standards>
- 19. Dispute resolution** - French law applies to the GTCP and the orders. **The Paris Commercial Court (Tribunal de Commerce) shall have exclusive jurisdiction** to hear any dispute between the parties concerning an order. Application of the United Nations Convention on Contracts for the International Sale of Goods, which was signed in Vienna in 1980, is expressly excluded.