

## GENERAL CONDITIONS OF PURCHASE

### CLAUSE 1

Any contract or agreement for the supply of goods or services signed with VICAT SA implies the Supplier's compliance with these general terms, with the exception of express derogations established in the specific terms and conditions.

It is expressly stated that any articles printed in the margins, on the back of or in the annexes of letters, price proposals, acknowledgments of receipt, invoices or any other documents issued by the Supplier cannot, under any circumstances, be binding upon VICAT SA.

### CLAUSE 2 - ACCEPTANCE

Any order must be accepted in writing by the Supplier, and returned to VICAT SA within 15 days.

The acceptance indicates full, unreserved acceptance of the general terms of purchase. In the absence of acceptance within that time, VICAT SA reserves the right to cancel the order. Notwithstanding the delivery of supplies, the execution of the service, the Supplier cannot impose upon VICAT SA modifications, additions or deletions decided by itself, on an order receipt or any other document, if these modifications have not been accepted in writing by VICAT SA.

### CLAUSE 3 - DISPATCH

Dispatch is made to the location detailed in the order. Dispatch is always at the Supplier's own risk, right up to arrival to the destination. Payment-on-delivery dispatches are not authorised.

If dispatch is made on VICAT SA's expenses, it will be made by the most economic means and conditions compatible with the type of supply.

### CLAUSE 4 - DELIVERY

The delivery date is that upon which the supplies must be delivered to the destination or the date for the completion of works. In the case of pickup by VICAT SA, the delivery date will be the date on which supplies are made ready. Any delivery, even partial, must appear on a delivery slip carrying an order reference and addressed to the destination site.

No delivery can be considered complete until all technical documents (instruction, maintenance and training manuals, etc.) and all quality documents (test reports, compliance certificates, analysis certificates, etc.) relating to the supplies delivered are in the possession of VICAT SA. In case of refusal of all or part of a delivery, the refused supplies may be stored and/or reshipped by VICAT SA at the Supplier's risk and expense.

VICAT SA must be informed immediately of any expected delay in delivery, and should have accepted the said delay.

Except in the case of force majeure or proven fault on the part of VICAT SA, any overrun of the contractual delivery deadline shall, as of 8 clear days after written notification has been given with no satisfactory outcome, be subject to late delivery penalties of 0.5% of the value of the order per week delayed, or even termination of the contract without compensation being due at the purchase's discretion. Claim for damages does not apply in this case.

### CLAUSE 5 - WARRANTIES

The Supplier guarantees the supplies for a one year period starting on the delivery date, with the exception of derogations applicable under specific conditions. The Supplier shall take all necessary measures to cover all legal disbursements and fees incurred in delivering the supplies in compliance with the order.

### CLAUSE 6 - QUALITY

VICAT SA or a representative of VICAT SA may undertake quality audits of the Supplier or of its subcontractors during working hours. The Supplier undertakes to take all necessary provisions to correct faults and nonconformities revealed by these audits, and to cover all financial consequences.

The Supplier takes full responsibility for any harmful consequence resulting from the quality measures he has decided to undertake or not.

### CLAUSE 7 - SAFETY/SECURITY/ENVIRONMENT

The Supplier guarantees that his supplies comply perfectly with prevailing safety, sanitation and environmental rules on the day of delivery. The Supplier will present VICAT SA with all necessary safety, security and environment information concerning the products and/or their processing, handling, storage or use.

If any safety, sanitation or environmental requirements are not met, VICAT SA may cancel the order. All costs resulting from failure to respect these conditions shall be to the Supplier's expenses.

The Supplier takes full responsibility for any harmful consequences resulting from safety, security and environment measures they have decided to undertake or not.

### CLAUSE 8 - RECEPTION

The supplies delivered and services performed must strictly comply with the order, as well as with specifications and prevailing standards.

Qualitative and quantitative acceptance of supplies shall take place at the delivery site or on the Supplier's premises. VICAT SA reserves the right to perform analyses or expert investigations using accredited laboratories or specialised bodies.

Any supply which will be considered non-compliant may be accepted with a discount or refused at VICAT SA's discretion. In the case of refusal, the supplier must replace the refused supply at its own expenses and within reasonable delay upon simple request from VICAT SA. Also, the Supplier may be subject to damages if applicable.

### CLAUSE 9 - WORKS - CONDITIONS OF SAFETY - REGULATIONS

For the completion of assembly work, the Supplier shall assure that skilled personnel and suitable equipment will be made available to VICAT SA. They shall be considered responsible for the safety of works and their execution, and must comply with prevailing legislation. In particular, they must respect health regulations and VICAT SA's general safety regulations and recommendations.

The Supplier will particularly ensure the respect of the n°92-158 of February the 20<sup>th</sup> 1992, and will, prior to the beginning of works, provide a sworn statement certifying that the done work on the site, including co and sub-contractors, shall be carried out by legally employed employees, employed with respect of prevailing legislation (article L8222-1 and following of the French employment Code).

Foreign supplier whose headquarter is established outside of France and who provides transnational services in France, is required to respect the French legislation in force (L.1261-1 to L.1265-1, R.1263-3 and R.1263-2-1 of the French employment Code) and to send preliminary declarations.

### CLAUSE 10 - INSURANCE

Before beginning works on a VICAT SA site, the Supplier must subscribe to all relevant insurance policies covering civil liability and risks run both by its personnel and its equipment, as well as by VICAT SA's personnel, equipment and facilities, with waiver of recourse against VICAT SA and its attendants.

The Supplier must have a sufficient level of professional insurance to cover its liabilities according to the supplies delivered to VICAT SA.

### CLAUSE 11 - TRANSFER OF TITLE AND RISK

The transfer of title of supplies or works provided by the Supplier occurs upon delivery and unreserved acceptance by VICAT SA of the said works and supplies, whatever the date of payment.

The transfer of risks of loss and damage of the said supplies and works occurs at the time of delivery and of VICAT SA's unreserved acceptance of the said supplies and works, unless otherwise stated in the specific conditions or on the order. This applies whatever the date of transfer of title and payment.

Accordingly, in case of transfer of title prior to the transfer of risk, the Supplier guarantees to cover the risks of loss or damage of the merchandise, of which ownership has already been transferred to VICAT SA.

### CLAUSE 12 - PRICE

The prices agreed at the time of order are firm and non-revisable. In case of an order containing a price revision clause, application of the revision formula shall not apply beyond expiry of the contractually agreed deadline.

### CLAUSE 13 - INVOICING

Invoices must mention the complete reference of the order. Each invoice can only concern one order. Invoices must be sent in two sets to the supplier accounts department at VICAT SA, at the address mentioned on the order.

### CLAUSE 14 - PAYMENT

Payment will be made within 45 days, starting at the end of the month during which invoicing was issued, unless otherwise stated in an applicable industry-wide agreement in application of article 21 of the "modernisation of the economy" law of August 4th, 2008 recognised by decree.

If the supply is subject to provisional acceptance, the delivery date will be the provisional acceptance date. It shall result in to payment, with deduction of a 10% holdback, with the exception of cases provided for in the law of July 16, 1971. The holdback is paid by cheque or bank transfer after final acceptance, and, if applicable, upon expiry of warranty periods, with all due reserve as to the deduction of penalties incurred.

### CLAUSE 15 - TERMINATION

The order shall be legally terminated in the event of legal settlement or liquidation of the supplier, with the exception of special proposals, expressly accepted by VICAT SA, made by the official trustees responsible for implementing the payment of creditors.

### CLAUSE 16 - JURISDICTION - APPLICABLE LAW

In case of a dispute that cannot be settled out of court, including emergency rulings, the local courts of the head office of VICAT SA shall be the only competent courts in first instance, even in the case of incidental claims, activation of guarantees, or plurality of defendants, whatever the claim filed or the measure requested.

All clauses appearing in these general conditions of purchase, as well as all contracts resulting from orders, are subject to French law.

### CLAUSE 17 - GENERAL PROVISIONS

The possible execution of administrative material services, such as the preparation of invoices for the Supplier, provided free of charge, can under no circumstances be binding upon VICAT SA, who cannot be held liable as a result of error, omission or inaccuracy.

It is the Supplier's responsibility to check the presentation and content, and to keep all copies that may be requested by third parties.

The Supplier's acceptance of these services constitutes a waiver of its right to claim against VICAT SA or its employees.