



General Terms and Conditions of Purchase

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1.0 PREAMBLE

These General Terms and Conditions of Purchase (hereinafter "**GTC**") govern the contractual relationship between the Purchaser (the term "**Purchaser**" meaning any French legal entity controlled directly or indirectly within the meaning of Article L. 233-3 of the French Commercial Code by WELL IN PLAST) and the Supplier identified on the "**Purchase Order**" (a written document issued by the Purchaser specifying at least the information set out in article 4.1.1 of these GTC) for the supply of products, equipment, materials, services, or any other type of articles (hereinafter "**Supplies**") in France in respect of any order. The Purchaser and the Supplier are individually referred to as the "**Party**" or together as the "**Parties**". The "Client" referred to the Purchaser's customer.

Whereas the Purchaser gives priority to its relations with ISO 9001-certified Suppliers and IATF 16949-certified Automotive Suppliers and wishes that non-certified Suppliers commit to a certification process. The parties have agreed as follows:

2.0 APPLICATION OF THE GENERAL CONDITIONS OF PURCHASE – GENERAL PROVISIONS

2.1 Relations between the Parties

It is understood between the Parties that the Supplier's relationship with the Purchaser is not exclusive, which leaves the Supplier free to diversify its customer base.

In this respect, the Supplier declares and guarantees that it is not in a situation of economic dependence on the Purchaser and undertakes to maintain this state throughout the duration of the contractual relationship and to keep the Purchaser informed in the event of any change in its personal situation.

2.2 Interpretation and partial invalidity

If any provision of these GTC is invalid in terms of mandatory legal regulations or is declared as such by a final decision of a competent court, the other provisions shall nevertheless remain in full force and effect.

2.3 Copies

All Contract Documents issued hereunder may be executed in any number of counterparts by the Parties and delivered in person or by facsimile or e-mail, each of which, when executed and delivered, shall be deemed an original. Faxes and scanned images of original signatures shall be considered valid and original signatures. The Parties consider electronic copies or images reproduced from the original copy on electronic file of the Contract Documents to be as valid as the originals.

3.0 CONTRACTUAL DOCUMENTS

These GTCs, which have been previously sent to the Supplier by the Purchaser and accepted by the latter in accordance with the provisions of Article 1119 of the Civil Code, define the legal, financial, commercial, and technical terms and conditions applicable to the supply of the Supplies.

Special Purchase Conditions (hereinafter "**SPC**") in addition to the GTC may be negotiated and agreed upon by the Parties. The purpose of the SPCs is to specify the terms and conditions for the performance of the Supplies and/or to supplement certain general provisions of the GTC applicable to a specific order.

The relationship of the Parties shall be governed by the following contractual documents, in descending order of priority: (i) the Purchase Order and its associated annexes; (ii) these GTC and any SPC. In case of contradiction between the GTC and the SPC, the SPC shall prevail.

The Contract Documents listed above constitute the final and complete expression of the parties' agreement to a Purchase Order. They replace and supersede all representations, negotiations, undertakings, oral or written communications, acceptances, understandings, prior agreements, or any other documents entered between the Parties in relation to the same subject matter. The commencement of the execution of our orders implies the unreserved acceptance by our Supplier of these terms and conditions and of the specifications concerning the Supplies ordered. The fact that our company does not avail itself of any of these conditions shall not constitute a waiver of its right to do so later.

4.0 CONDITIONS OF EXECUTION

4.1 Conditions for issuing the order

4.1.1 Purchase Order

All orders must be the subject of a Purchase Order sent to the Supplier including at least the information indicated below:

- Unique reference number and date of order,
- Contact information, billing address,
- Description and quantity of the Supplies ordered,
- Unit price(s), payment terms,
- Deadlines and/or conditions of execution of the Service (Delivery/Acceptance), and more generally, any other condition particular to a specific order.

Each order is subject to a prior pricing proposal submitted by the Supplier and validated by the Purchaser.

The Purchase Order shall be deemed valid when (a) the Supplier has been approved on the Purchaser's online ordering system which allows the Purchaser to place an order with the Supplier ("Sage"); and (b) the Purchase Order has been issued on the Sage System. New Suppliers must be approved by the Purchaser's authorized Purchasing Manager.

The order shall become final upon receipt by the Purchaser of the acknowledgement of receipt of the Purchase Order, duly approved without erasure or modification and bearing the Supplier's commercial stamp ("Order Effective Date"). If the Supplier fails to respond within two (2) working days of the date of sending, the Purchaser reserves the right to cancel the Purchase Order. In the absence of a return, the commencement of performance of the Supplies shall be deemed ipso facto to be an implicit agreement by the Supplier.

Certain Supplies whose consumption is repetitive are the subject of an open order or listing agreement which defines the product, the place of delivery, the price, the

transport, and packaging methods and, purely by way of indication, the overall forecast quantities for a given period. The delivery dates and quantities to be delivered are then fixed by delivery calls or schedules. The delivery calls shall in each case mention the number of the open order or listing agreement to which they refer. The Supplier shall limit its commitments (including safety stock) to the quantities expressed in our delivery schedules.

Only the issuance of the Purchase Order by the Purchaser shall make the order with the Supplier binding. The Purchaser may refuse any performance of the Supplies by the Supplier and consequently any associated invoice, in the absence of the issue of a Purchase Order.

4.1.2 Cancellation – Modification of the Purchase Order

i. Cancellation/modification of the Purchase Order by the Purchaser

The Supplier agrees to the cancellation or modification of a Purchase Order electronically, without charge, within two (2) working days of its issue date.

ii. Cancellation/modification of the Purchase Order by the Supplier

If the Supplier cannot ensure the delivery of the Supplies under the conditions initially agreed between the Parties, unless this impossibility is due to a case of Force Majeure, it undertakes to offer the Purchaser a similar Service likely to meet the Purchaser's needs. In any event, the Supplier shall bear the possible additional costs related to these modifications. If the cost of the new Service(s) is lower than that initially planned, the Supplier shall pay the excess amount to the Purchaser. The Purchaser shall be free to accept or refuse the Supplier's alternative proposal, it being understood that the Purchaser's refusal shall result in the cancellation of the order by operation of law without any additional cost to the Purchaser and without the Supplier being entitled to claim any amount.

4.2 Delivery / Reception

All Supplies performed by the Supplier shall be subject to control by the Purchaser based on the quantitative and/or qualitative criteria indicated on the Purchase Order, the SPCs, if any, and under the conditions described below.

4.2.1 Packaging

The Supplier must provide sufficient packaging to enable the Supplies to withstand normal transport risks. Containers, pallets, packaging and overpackaging are at the Supplier's expense, but may be returned at the Supplier's request and expense. All deliveries must be made in the packaging specified by the Purchaser on the purchase specification or order. Packaging used to transport the Supplies remains the property of the Supplier only if it is clearly marked with the Supplier's name or company name, and the words "consigned". To be accepted, consignments must be clearly marked on the packaging itself and on the dispatch notes, failing which they will not be accepted. Deterioration of the Supplies delivered because of inappropriate packaging shall be supported by the Supplier.

4.2.2 Delivery, Compliance and Acceptance of Supplies

i. Delivery and Acceptance of Supplies

All deliveries of Supplies shall be made during the opening hours and at the place of delivery indicated on the Purchase Order. Failure to comply with this provision shall result in the Supplier being liable for the costs incurred.

To be accepted, the delivery note drawn up by the Supplier must include all the information necessary for the identification of the Supplies, including in particular the name and company name of the sender, the Purchase Order references (in particular the number and item reference), the nature, weight and quantity of the Supplies delivered, the batch number, the expiry date, the number of packages and the name of the carrier. On each item, container or batch, a label will indicate the number of pieces, the item designation, the item reference, the date of shipment, the sender's company name, the Purchase Order number, the batch number, or the date of manufacture as well as the expiry date. The Purchaser may return the Supplies, if they prove to be defective after the tests for proper functioning have been carried out, accompanied by the carrier's voucher mentioning the weight and number of packages delivered, at the Supplier's expense and risk. Any return shall immediately result in the issue of a credit note. In the event of non-conformity or non-delivery of the delivery note, the delivery may be refused by the Purchaser. When the Supplies are redelivered following a return, the delivery note will refer to the return note number issued by the Purchaser.

If the Supplies delivered are in conformity, the Purchaser shall sign the delivery note. Ownership of the Supplies and the risks are transferred to the Purchaser upon acceptance of the Supplies by signing the delivery note.

ii. Conformity of Supplies

The quality and quantity of the Supplies delivered, which the Supplier undertakes to guarantee, shall be the determining condition for orders placed by the Purchaser. The quantities, characteristics and quality of the Supplies shall comply with the Purchase Order, specifications and quality files transmitted to the Supplier, or with the documents, catalogues, and samples if the latter have been previously and expressly approved by our company. Any control of conformity and quality by our company shall not in any way exclude the control to which the Supplier is bound.

Any inspection of materials, products or components by sampling or verification at the Supplier's factory during production may be carried out by a third party without committing the Purchaser vis-à-vis the Supplier.

Unless specifically exempted, non-conforming or defective Supplies must be removed immediately by the Supplier, as of the date of issue of the claim form indicating rejection, failing which they shall be returned to the Supplier at its own expense and risk.

Thus, a credit note will be issued. When the products have been recognized as defective or non-conforming, according to its quality control procedures, the Purchaser reserves the right, and without waiver of damages:

- To cancel or suspend the balance of outstanding Supplies.
- And/or to demand from the Supplier the replacement of the incriminated products, within the period agreed in the order or the delivery program.
- And/or to carry out, or to have carried out, at the Supplier's expense and



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responsibility, the necessary sorting and reworking operations.

- And/or to pass on the direct or indirect costs generated by incidents causing a break in the flow and/or other problems at the company and/or the Client. The Supplier undertakes to assume the financial consequences and to compensate the Purchaser, upon receipt of the corresponding invoice.

In the event of non-conformities noted by the Client, due to a quality defect, the Supplier undertakes to bear the harmful consequences, up to the amount of the direct or indirect loss suffered by our company.

4.2.3 Deadlines

The time limits for delivery of the Supplies agreed between the Parties ("Time Limits") are binding and essential on the Purchaser. Unless otherwise agreed, the Deadlines shall be deemed to be delivery to the place and time of delivery indicated on the Purchase Order. Failure to comply with the Deadlines may result in the automatic application of the late delivery penalties referred to in Article 5.4 below, to be paid by the Supplier.

Supplies not performed within the time limits set out in the Purchase Order may be cancelled and the Supplies returned without compensation upon notice. The Supplier shall refund any payments already made within fifteen (15) days of the electronic notification.

If the Purchaser suffers penalties from its Client due to the default of the Supplier, these penalties shall be passed on to the latter, without prejudice to the right of our company to obtain any other damages.

5.0 FINANCIAL TERMS, INVOICING AND PAYMENT CONDITIONS

5.1 Price

The prices negotiated for any order are firm and definitive for the entire duration of the order. They include all duties and taxes (except VAT), insurance, packaging, and transport costs. The Parties declare and accept that the provisions of Article 1195 of the Civil Code do not apply to a Purchase Order.

For redundant Supplies linked to a project (open order or purchase order), the contract reiterates the considering of an increase in productivity linked to the effect of experience on the production of the Supplies, which is reflected in a reduction in costs on the anniversary date of the first order, set at three (3) % during the first four (4) years following the launch year.

For raw materials, prices will be reviewed every quarter following PIE Index (<https://pieweb.plasteurope.com/>) of each family of raw material.

Prices agreed between the two parties are confidential and must not be disclosed to third parties.

5.2 Invoicing

The Supplier is obliged to respect the contractual deadlines for issuing invoices. Invoices must be sent to the address shown on the Purchase Order, for the attention of the Purchaser's Accounts Department and must include, in addition to the legal mentions, at least the following information: the Purchase Order references listed in point 4.1.1 above, the Purchaser's company name, the invoicing address shown on the Purchase Order, the name of the Purchaser's contact person, the date of acceptance of the Supplies as shown on the documents defined in Article 4.2 above.

To be accepted and compliant, all invoices sent to the Purchaser must contain all the above information. All invoices that do not meet the above criteria will be returned to the Supplier.

In case of return of the Supplies, the Supplier shall send the Purchaser a credit notes and a new invoice for the replaced Supplies.

The currency of payment shall be the currency in which the order is denominated. Under no circumstances shall a change in currency parity be taken into consideration.

5.3 Payment Terms

Payments shall be made exclusively by the Purchaser's accounting departments, in bank transfer within a maximum period of forty-five (45) days from the end of the month as from the date of issue of the invoice.

For tooling and/or investments, payment terms are as follows:

- 30% on order
- 30% on production of first part
- 30% upon technical validation
- 10% on acceptance

In the event of non-payment of an invoice on the due date and unless the Purchaser legitimately contests this on the grounds of non-compliance, the Supplier may, without prior notice, claim late payment interest at the rate of three (3) times the legal interest rate in force on the date on which payment was due, calculated per day of delay from the due date of the invoice until the date of actual payment, as well as a fixed indemnity for collection costs of forty (40) euros.

In the event of a duly motivated dispute by the Purchaser about the delivered Supplies, the payments shall be released after full agreement between the Parties.

For all bank transfers made abroad, all bank charges are to be borne by the Supplier.

5.4 Penalties

Any delay in the delivery of Supplies, in relation to the execution period mentioned on the Purchase Order, may give rise to the application of a delay penalty equal to one (1) percent of the value, excluding tax, of the amount of the lot corresponding to the part of the order that has not been delivered or executed, per calendar day of delay and starting from the first day of delay.

It is understood that the application of these late payment penalties does not exclude the Purchaser's right (i) to pass on any penalties to its customers where these are consequential to the Supplier's default, (ii) to claim damages for the loss suffered and/or (iii) to terminate the Purchase Order to the Supplier's detriment in accordance with Article 5 hereof.

A flat fee of one hundred and fifty (150) euros per dispute will be applied to the Purchaser's management costs. Each dispute must be settled between the Parties within a maximum of thirty (30) days.

6.0 OBLIGATIONS OF THE SUPPLIER

6.1 General Obligations of the Supplier

The Supplier undertakes to provide the Supplies requested by the Purchaser in accordance with the Specifications defined in the Purchase Order and, where applicable, the SPC. The Supplier undertakes to inform, advise, and warn the Purchaser in relation to any order issued by notifying it in writing of all elements which, to its knowledge, would appear to compromise the performance of the Supplies in the agreed conditions.

If the Supplies are performed on the Purchaser's premises for operational requirements, the Supplier undertakes to comply with and to ensure compliance by its personnel assigned to the performance of such Supplies with the applicable internal regulations and health and safety regulations as well as the risk prevention plan in accordance with Article R. 4512-7 of the French Labor Code.

The Supplier shall provide the Purchaser with proof of its certification, which shall be at least ISO 9001, and then of its maintenance, or provide sufficient elements demonstrating the will to implement the standard. At the request of the Purchaser, the Supplier shall provide the documents necessary for the validation of materials, products and components, and processes within the time limits defined by it.

6.2 Social Obligations of the Supplier

The Supplier undertakes to comply with the legislative and regulatory obligations applicable to its personnel assigned to the performance of the Supplies under the conditions described below. In accordance with Articles L.8222-1 and D. 8222-5 of the French Labor Code, the Supplier declares that it is up to date with:

- All formalities mentioned in articles L.8221-3 and L.8221-5 of the Labor Code.
- Its obligations to declare and pay to the collection agencies mentioned in articles L.213-1 and L.752-1 of the Social Security Code.
- Its obligations under the provisions of the first paragraph of Article L.8251-1 of the Labor Code.

In this respect and in accordance with the provisions of Decrees 2005-1334 and 2007-801, the Supplier undertakes, on the date of acceptance of the present Agreement and every six (6) months until the end of the Supplies, to provide the Purchaser with all the documents necessary to verify compliance with the provisions of the preceding paragraph, by means, where applicable, of a shared platform, the contact details of which shall be provided by the Purchaser.

7.0 BENEFIT GUARANTEES

7.1 Extent of the Supplier's guarantees

The Supplier represents and warrants to the Purchaser that:

- It has full power, authority, right and license to perform the Supplies under an order.
- The Supplies shall be performed with care, diligence and professionalism in accordance with the highest quality assurance standards and procedures and best practice in the Supplier's industry.
- The Supplies are free from any design defect (material and manufacturing) or malfunction, whether hidden or obvious.
- He will use his best commercial efforts to meet his obligations under the order, and that meeting deadlines is an essential obligation for him.
- It will comply with the European Directive 2000/53/EC concerning the prohibition or restriction of the use of certain substances contained in its products and with the REACH regulation.

The Supplier shall remedy any defects in its Supplies with all due diligence and make good the consequences of such defects for the Purchaser and/or the Client. The warranty on the Supplies includes the replacement of defective parts, the necessary labor, as well as all other costs incurred by the Supplier's intervention, such as travel costs, shipping costs, return costs and more generally all expenses incurred by the Supplier or its representatives.

If the Supplier proves unable to ensure the proper execution of the guarantee defined in this Article, the Purchaser reserves the right to have the necessary work carried out at the Supplier's expense, without prejudice to the application of the termination clause to the Supplier's detriment. Any operating losses and damage suffered by the Purchaser because of the failure to comply with this guarantee shall be borne exclusively by the Supplier.

7.1 Guarantee Period

Subject to any applicable statutory warranty period, the Supplies are warranted for a minimum of one (1) year, parts, and labor, from the date of delivery (evidenced by the Purchaser's signature on the delivery note), against defects in design, material, workmanship, or functionality.

The Supplies are guaranteed for a minimum of three (3) months from the date of acceptance of the Supplies by the Purchaser, subject to any contractual or legal provision to the contrary.

If any Supplies supplied do not comply with the Supplier's contractual warranties, then the Purchaser may notify the Supplier in writing of any defect or malfunction before the expiry of the applicable warranty period and the Supplier shall remedy any defect in the Supplies and make good the consequences to the Purchaser of such defects.

8.0 MANUFACTURING EQUIPMENT

Tooling, which is financed in whole or in part by the Purchaser, may only be used for the execution of its orders, unless otherwise agreed in advance in writing. All tooling must be fitted with property labels supplied by the Purchaser. They constitute an unseizable asset. As far as they belong to the Purchaser or the Customer, they must be returned on first request. The Supplier shall, at its own expense, renew the tools concerned and ensure their production capacity. Custody, maintenance, and repair, as well as any necessary insurance (replacement value, operating losses due to inability to produce, etc.) relating to the tools, will be insured by the Supplier, under the conditions agreed between the parties or, failing this, in accordance with the legal provisions applicable to deposit contracts.



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In the event of default by the Supplier, the latter expressly authorizes our company to use the tooling at its disposal to manufacture, have manufactured or bring into conformity the products which should have been delivered, for as long as the default persists and regardless of the Supplier's rights to the tooling or products. The Purchaser reserves the right to claim damages in the event of default by the Supplier.

9.0 CONFIDENTIALITY, INTELLECTUAL AND INDUSTRIAL PROPERTY, ADVERTISING

9.1 Confidentiality

Each of the Parties shall treat as strictly confidential all documents, information and data concerning the other Party, which either Party has been or will be made aware of or exchanged during the negotiation, conclusion of these GTC and the performance of the Supplies ("**Confidential Information**").

Each Party undertakes to comply with its obligations in respect of Confidential Information received from the other Party, in particular not to communicate, transfer, in whole or in part, any Information to third parties, (i) unless it has the prior written consent of the Party holding the Confidential Information and (ii) unless it is required to disclose such information by a court order, a request from a governmental, administrative or social body, or by applicable law or regulation.

The Supplier undertakes, in the performance of the Supplies, to take all necessary measures to ensure compliance with the confidentiality obligations by its staff and any subcontractors, for which it provides a guarantee.

This clause shall remain in force for the duration of the performance of the Supplies under an order and for five (5) years following its expiry for any reason whatsoever.

9.2 Intellectual and Industrial Property

Each Party shall retain exclusive ownership of all patents, trademarks, designs, software, knowledge, information, and other items owned, developed, or acquired prior to the Order Effective Date ("Pre-existing Intellectual Property Rights").

The Supplier hereby transfers to the Purchaser, on an exclusive and final basis, full and complete ownership of the Supplies performed under an order as well as all related economic rights ("Purchaser's Intellectual Property Rights").

The entirety of the Supplies may not be used by the Supplier for other purposes, nor may it be copied, reproduced, or passed on to third parties without the prior written consent of our company.

The Supplier guarantees that these products are free for sale and that they do not infringe the industrial and intellectual property rights of third parties. He undertakes to take the place of our company, at the latter's request, in any action brought in this respect and to reimburse it for any sum paid for this purpose (fees, damages, etc...)

9.1 Advertising

No use by the Supplier of any of the trademarks, trade names, logos or Supplies owned by the Purchaser shall be permitted without the Purchaser's express prior consent.

10.0 LIABILITY - INSURANCE

10.1 Responsibility

The Supplier shall carry out, under its sole responsibility, all the Supplies, subject of the Purchase Order.

By reason of the execution of the Purchase Order, the Supplier shall be liable for any direct personal injury, material damage (in particular all breaches of security and confidentiality of Personal Data), immaterial or other damage that it may cause to the Purchaser.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL DAMAGES (MATERIAL OR IMMATERIAL) UNDER A PURCHASE ORDER WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR WHETHER OR NOT SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN BY THE PARTY.

10.1 Assurance

The Supplier undertakes to take out and maintain, for the entire duration of the performance of the Service attached to the Purchase Order, with a solvent insurance company, at least the following insurance policy or policies:

- Operating, Post-Delivery and Professional Liability insurance policy covering the Supplier's civil liability and, where applicable, that of its employees, servants, agents or representatives, in respect of the performance of the Supplies,
- Any insurance policy meeting a legal insurance obligation to which the Supplier is subject because of the Supplies provided, in particular in connection with Article 8 above.

The insurance policy(ies) taken out shall cover all bodily injury, property damage and consequential loss caused to third parties, including employees, agents, or collaborators of the Purchaser in respect of the Supplies provided by the Supplier, in any place.

The Supplier undertakes to pay all insurance premiums so that the Insured can assert its rights and to provide a certificate of insurance at the first request of the Purchaser. In the event of recourse to subcontracting authorized by the Purchaser, the Supplier shall ensure that its subcontractors have adequate and sufficient insurance guarantees given the nature of the subcontracted Supplies. The said guarantees shall at least be equivalent to those of the Supplier, as defined above.

11.0 TERMINATION

In the event of a breach by either Party of any of its obligations which is not remedied within a maximum period of thirty (30) calendar days from receipt of the registered letter with acknowledgement of receipt notifying the breach, the other Party may terminate the current Purchase Order by operation of law, subject to ten (10) days' notice from receipt of the notification of termination by letter with acknowledgement of receipt, without any judicial formalities, and without prejudice to any damages to which it may be entitled.

The Supplier undertakes to notify the Purchaser in writing of any change of control or of its articles of association.

In the event of suspension of payments, receivership or compulsory liquidation, cessation of business for any reason whatsoever, total or partial transfer of the Supplier's business or amicable dissolution of the Supplier, the Purchaser may terminate the current Purchase Order ipso jure without notice as from receipt of the notification of termination by letter with acknowledgement of receipt, without any legal formalities, and without prejudice to any damages to which it may be entitled.

In the event of cancellation of the contract with its Client, the Purchaser may terminate the current and future Purchase Orders by operation of law, subject to one (1) months' notice as from receipt of the notice of termination by letter with acknowledgement of receipt, without legal formalities, and without prejudice to any damages to which it may be entitled.

In the event of termination at the Purchaser's initiative for any reason other than that explained above, the Purchaser shall inform the Supplier by registered letter with acknowledgement of receipt and terminate the current Purchase Order ipso jure, without prejudice to damages, subject to six (6) months' notice. During this period, the Supplier undertakes to maintain the same level of quality and to return to the Purchaser all tooling, equipment, or any other material of which it is not the owner, for the performance of the Supplies.

12.0 FORCE MAJEURE

In the event of delay or impediment in the performance of the contractual obligations due to the occurrence of an event of Force Majeure within the meaning of Article 1218 of the Civil Code, the Party concerned must notify the Party suffering the event in writing within five (5) working days from the day on which it becomes aware of the event.

In the event of a temporary impediment, the Parties shall meet to agree on alternative measures to be implemented to be able to continue the performance of the Supplies in progress. In such a case, the Purchaser may call upon another serviceprovider for the duration of the temporary impediment.

However, if the impediment to the performance of the Service(s) persists beyond a period of ten (10) days from the notification and becomes definitive, the Purchaser shall have the right, without notice or delay, to notify the Supplier of its intention either to postpone the performance of the Service(s) or to terminate the current Purchase Order by operation of law; without prejudice to any damages and interest to which the Supplier may be entitled.

13.0 ASSIGNMENT AND SUBCONTRACTING

13.1 Transfer

The Supplier may not transfer or assign all or any of the obligations or liabilities attached to an Order or substitute a third party without the express prior consent of the Purchaser.

However, the Purchaser is hereby authorized to assign all or part of a Purchase Order to any Affiliate.

In accordance with Article 1216-1 of the Civil Code, the Supplier expressly consents to the said assignment and releases the Purchaser for the future.

13.2 Subcontracting

In accordance with the mandatory provisions of Law No. 75-1334 of 31 December 1975 on subcontracting, the Supplier may subcontract all or part of its rights and obligations under an order to one or more subcontractors only after prior written acceptance and authorization by the Purchaser. Any unauthorized subcontracting shall result in the automatic termination of the Purchase Order concerned, without prejudice to the Purchaser's right to claim damages.

14.0 AUDIT

The Purchaser reserves the right to audit and/or inspect, evaluate, or verify any documents relating to the performance of the Supplier's obligations under these GTCs and, if applicable, the SPCs, up to a maximum of two (2) times per year ("Audit"). In this context, the Supplier undertakes to make available to the Purchaser all the information necessary to demonstrate compliance with the contractual obligations hereunder and to enable Audits to be carried out (the terms of which are described below) at no cost to the Purchaser.

The Audit may be carried out at any time by the Purchaser or through any mandated third-party auditor subject to written notification to the Supplier within fifteen (15) calendar days. The Supplier authorizes the conduct of audits at the initiative of the Purchaser to check the premises, procedures and control/security measures implemented by the Supplier to process Personal Data under the conditions stipulated in Article 15 below.

15.0 PERSONAL DATA PROTECTION AND SECURITY

The Purchaser and the Supplier acknowledge the application of Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "the General Data Protection Regulation" or "GDPR") and Law No. 78-17 of 6 January 1978 relating to data processing, files and freedoms" including its future amendments (collectively referred to as the "Personal Data Protection Regulation"). All capitalized words in this Article shall be deemed to have the same meaning as in the GDPR.

In case of processing of the Purchaser's personal data ("Personal Data") applicable to a Service, the Supplier undertakes to adopt and comply with a standard of protection. If the Supplier is located outside the European Economic Area ("EEA"), the Supplier must have a Binding Corporate Rule (or "BCR") approved by the European Union or be a certified Privacy Shield company or have signed standard contractual clauses approved by the European Commission with the Purchaser.

If Personal Data is not processed, the Supplier shall confirm in writing to the Purchaser that the provision of the Supplies does not require the processing of Personal Data. Accordingly, the Supplier acknowledges that it is not authorized to



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process Personal Data even if the provision of the Supplies makes such processing technically feasible.

In case of processing of Personal Data necessary for the performance of the Supplies, the Parties acknowledge that they shall determine their respective roles and responsibilities and obligations under the Privacy Policy in accordance with the obligations set out below and, where applicable, the specific terms and conditions set out in the CPAs agreed between the Parties.

In the case of processing of personal data where the Supplier acts as a Subcontractor on behalf of the Purchaser, the Parties undertake to comply with their respective obligations, pursuant to Article 28 of the GDPR, as well as those described herein. In this context, the Supplier shall process the Personal Data on the written instructions of the Purchaser, in its capacity as Processor, which shall be described in a specific annex "Personal Data Processing Mapping", the purpose of which is to describe the terms and conditions of such processing, in particular concerning the purpose, the duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of Data Subjects, as well as the categories of processing activities. In this specific context, the Supplier hereby undertakes: (a) to take the measures required under Article 32 of the GDPR and, in particular, (i) to implement all the technical and organizational measures detailed in the specific annex "Technical and Organizational Measures" (attached to these GTCs) to protect the Personal Data from any accident, unlawful destruction, loss, alteration, disclosure or unauthorized access to the Personal Data ("Security Incident"); (ii) upon becoming aware of a Security Incident, to immediately inform the Purchaser and within a maximum of 24 (twenty-four) hours and to co-operate and provide all useful and necessary information to the Purchaser in order to comply with their obligations, in particular with respect to the Data Subjects; (iii) to take all necessary measures and actions to remedy or mitigate the effects of the Security Incident and to keep the Purchaser informed of any change and/or development in relation to the Security Incident; (b) to assist and cooperate with the Purchaser to ensure compliance with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the Supplier. If in the Supplier's opinion any instruction constitutes a breach of the provisions of the GDPR, the Supplier shall promptly inform the Purchaser.

The Supplier undertakes to assist the Purchaser in particular in the event of a request from Data Subjects exercising their rights as provided for in Chapter III of the GDPR (letter, question, enquiry, or complaint). In case of a request directly addressed to the Supplier, the latter shall promptly inform the Purchaser who alone is entitled to respond to the requests of the Data Subjects.

If a transfer of Personal Data outside the European Economic Area ("EEA") is necessary for the provision of the Supplies, the Supplier shall obtain the prior consent of the Purchaser. The Supplier shall ensure that (i) it takes the necessary steps to ensure that the transfer complies with the applicable Data Protection Regulations and (ii) it has entered into agreements with such parties containing provisions at least equivalent to those set out in this Article.

In any event, the Supplier acknowledges and agrees that it shall comply with all the obligations set forth in the GDPR as a Subcontractor and shall ensure that the Supplier's personnel authorized to process the Personal Data undertake to respect confidentiality or are subject to the same obligations set forth in this Article.

The Supplier undertakes to defend and indemnify the Purchaser against all actions involving its liability, costs and expenses arising from any violations of the Personal Data Protection Regulations, in particular in the event of infringement of the rights of the Data Subjects, the confidentiality and/or security of the Personal Data, whether caused by the Supplier or its subcontractors in the context of the supply of the Supplies.

The Supplier shall: (i) immediately cease all use of the Personal Data and (ii) at the Purchaser's option and upon documented instruction, either delete or return all Personal Data upon termination of the Order or in the event of termination for any reason, and destroy existing copies (both its own and those of its subcontractors), and to certify such destruction to the Purchaser unless Union law or applicable law requires retention of the Personal Data. To this end, the Parties shall agree on the specific modalities relating to the destruction or transfer of the Personal Data.

Subject to any specific reversibility terms agreed in writing by the Parties, in the event of the return of the Purchaser's Personal Data, upon notification by the Purchaser confirming its return, the Supplier shall destroy all of the Purchaser's Personal Data (including any files containing Personal Data) within forty-eight (48) hours of such notification and shall certify in writing to the Purchaser of such destruction.

However, if applicable law prohibits the destruction of all or part of the Personal Data by the Supplier, the Supplier shall inform the Purchaser about such requirements and implement at its own expense the appropriate anonymization measures.

16.0 COMPLIANCE AND ETHICS

The Supplier declares and warrants that it is in full compliance with the laws and regulations applicable to the present contract and, in particular, those relating to fundamental human rights and freedoms, social and labor or environmental regulations, the fight against corruption, compliance with competition law and other principles of business ethics, whether these are conventional (company, branch or collective agreements), national, European or international.

The Supplier undertakes to respect the principles set forth by the United Nations Global Compact. In addition, the Supplier shall not, if the Service is performed outside of France, contravene a fundamental right set forth in an international convention to which France has acceded or contravene, in any way whatsoever, the regulations applicable in the country in which the Service is performed.

Under Law n°2016-1691 of 9 December 2016 on transparency, the fight against corruption and the modernization of economic life, the Purchaser reserves the right to assess the Supplier's situation to verify that it complies with the obligations of this article. In this context, the Purchaser may carry out, once (1) a year, an

integrity review type audit, in accordance with the terms and conditions defined in Article 11 hereof, which the Supplier accepts.

17.0 SUPPLIERS SELECTED AND APPROVED BY THE CLIENT

Suppliers selected and/or approved by the Purchaser's customer undertake to comply with the conditions set out in the Purchase Order issued by the Purchaser and shall have as their sole contact the Purchaser's Purchasing or Logistics Department for the fulfilment of Orders. Suppliers selected and approved by the Purchaser's customers accept that:

- The Purchaser alone is entitled to specify the Supplier's logistical and forecast requirements.
- Any technical or logistical interference by a customer of the Purchaser is forbidden and will be immediately reported to your contact at the Purchaser.
- Under no circumstances will the Supplier stop production and delivery of Services at the last index validated by the Purchaser without his prior agreement.
- All modifications must be approved by the Quality department of the Purchaser's delivery site before delivery.
- The Supplier must keep the Purchaser's Quality and Purchasing departments informed of the date of dispatch of initial samples and their acceptance and provide us with samples for internal acceptance at the same time.
- Any derogation of non-conforming Services must be dealt with, and only with the Purchaser.
- Productivity mechanisms in accordance with article 5.1 will be put in place.

18.0 SUPPLY OF SPARE PARTS

The Supplier undertakes, unless otherwise specified, to ensure the supply of spare parts for a minimum period of ten (10) years, starting from the official notification of the end product's discontinuation.

19.0 DROIT APPLICABLE – ATTRIBUTION DE JURIDICTION

Each Party acknowledges that the above contractual documents together constitute the entire agreement between the Parties and supersede any other prior agreement, express or implied, written, or oral.

The present GTC (including its annexes and amendments) are governed and interpreted by the provisions of French law. In the event of a dispute and in the absence of an amicable settlement within a period of (30) calendar days from receipt of the registered letter with acknowledgement of receipt notifying the breach, the dispute shall be subject to the exclusive jurisdiction of the Commercial Court of the location of the Purchaser entity concerned, notwithstanding the place of performance of the order concerned, the domicile of the defendant or the method of payment accepted, the plurality of defendants or the introduction of third parties, even for emergency procedures or protective procedures, in summary proceedings or by petition.

It is understood that the GTC in French are the only enforceable terms in the event of a dispute: the French version prevails over any subsequent translation.

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SPECIFIC ANNEX - STANDARD TECHNICAL AND ORGANISATIONAL MEASURES

The Supplier undertakes to implement and maintain administrative, physical, and technical measures to protect the confidentiality, integrity, and availability of the data it collects, stores, archives, processes, or shares on behalf of the Customer. The Supplier shall fulfil the following non-exhaustive requirement criteria for the implementation of technical and organizational measures:

1. General
 - IT Security is formulated, developed and implemented with a governance model with specified functions and a person responsible for the implementation of IT security.
 - The IT security policy, procedure and implementation is reviewed at management level.
2. Access and Authentication
 - The Supplier shall implement a sound authentication procedure for the protection of access points (desktops and laptops).
 - Security measures are in place to protect against IT and communication risks.
3. Paper files
 - Implementing a clear desk and blank screen policy.
 - Information, including paper documents, handled by the Supplier shall be classified, labelled, protected and handled in accordance with the document classification policy.
4. Electronic communication
 - Emails are automatically scanned by anti-virus software.
 - Telecommunications cabling that carries data or supports information services is protected against interception or damage.
5. Storage of Personal Data
 - Equipment, information or software must not be moved off site without prior permission.
 - Safety is applied to off-site equipment, considering the various risks associated with working outside the company's premises.
 - All equipment containing storage media is checked to ensure that any sensitive data and licensed software has been removed or overwritten prior to destruction.
6. Local user access
 - If the Supplier works in a shared mode, network and data segregation is implemented.
 - Physical access to the Supplier's premises is restricted to authorized personnel.
 - A periodic review of access is implemented for both logical access to networks and physical access to premises.
7. Security awareness
 - The Supplier shall implement a security awareness program.
8. Safety test
 - The Supplier shall regularly subject its IS to intrusion tests and/or crash tests.

Company		WELL IN PLAST
Name		DELCROIX
Position		Procurement Director
Date		07/11/2023
Signature		

Please return a signed copy