

STANDARD TERMS AND CONDITIONS OF PURCHASE

EPSA Marketplace ("EPSA MP") is registered as a French company under (SIREN) number 537 976 631, and provides its customers (the "End Customers") with various purchasing outsourcing services, either directly or through its French and foreign sister companies and/or subsidiaries (the "Subsidiaries"). The term EPSA MP used below includes the Subsidiaries. Within the framework of its services, EPSA MP acts as agent for End Customers for the placing of their orders ("Orders") for products or services ("Product") from their listed suppliers ("Supplier"). EPSA MP, on the one hand, and the Supplier, on the other hand, are referred to as the "Parties" and individually as a "Party".

Article 1. Purpose

These standard terms and conditions ("T&C") for purchase define the terms and conditions applicable to Orders placed by EPSA MP with the Supplier once they have been accepted (within the meaning of Article 3) by the Supplier. Unless otherwise agreed in writing by EPSA MP, no other contractual document shall govern the Orders. In particular, the Supplier's general terms and conditions of sale shall be excluded, even if they are attached to the Order or to any Supplier invoice arising therefrom.

Article 2. Right of access

Our staff and, where applicable, members of classification bodies and/or representatives of our end customers shall have free access at all times to the workshops of the supplier and their subcontractors, to the sites where the supply is carried out and to all legal documents.

Article 3. Order Acceptance

Orders shall be sent to the Supplier by email to the address provided by the Supplier. Orders may, if necessary, be accompanied by a technical document. The Supplier shall have two (2) working days to acknowledge receipt of the Order by confirming the main terms (time, quantity and price) in writing. Such acknowledgement shall constitute acceptance of the Order, it being understood that in the case of failure to comply with the aforementioned time limit, or commencement of performance, the Order shall be deemed tacitly accepted by the Supplier.

Article 4. Changing/Cancelling an Order

By the Supplier:

If the Supplier is unable to fulfil an Order as addressed to it, the Supplier shall be obliged to inform EPSA MP in writing within the time limit set out in Article 3, specifying the changes to the Order that it considers necessary. If the suggested modifications are agreed, EPSA MP shall send the Supplier an updated Order which shall again be subject to the acceptance procedure referred to in Article 3. It is hereby specified that EPSA MP's approval is not required for minor changes (e.g. to a reference, a correction of form) but EPSA MP should be notified of such changes by any means in writing, as soon as possible after the Supplier has received the Order, and in any case before delivery. The Supplier

may only cancel an Order due to a force majeure event within the meaning of Article 15 of these T&C.

By EPSA MP:

The Supplier is informed of the fact that EPSA MP acts as an agent for an End Customer. Orders, even once accepted by the Supplier, are therefore subject to change or cancellation by EPSA MP, due to their commitments to the end Customer. Such amendment or cancellation shall not give rise to any compensation for the Supplier, EPSA MP being obliged to demonstrate that the required change or cancellation is the result of a request from the End Customer.

Article 5. Time and place of delivery

The delivery periods stated in the Order are binding and imperative, and the Supplier therefore has a performance obligation to ensure that they are met. The Supplier may only invoke the default of its own suppliers against EPSA MP in the event of a substantiated and documented force majeure (within the meaning of Article 16 T&C).

The Supplier may proceed with the early delivery of the Product but shall obtain written consent from EPSA MP if the actual delivery date is more than ten (10) working days before the date initially scheduled.

The Supplier undertakes to notify EPSA MP immediately by any written means in the event of an occurrence likely to cause a delay in delivery in relation to the deadline set out in the Order. The Supplier undertakes to implement, at their own expense, any measures required to make up for this delay (e.g. use of express delivery).

The Supplier may not, under any circumstances, use a difference with EPSA MP to refuse to execute, or to partially execute, an Order.

Article 6. Place of delivery

The place of delivery is indicated in the Order. Except in special cases, this is the address of the End Customer (head office, premises, office, warehouse, etc.).

The Supplier undertakes to check with EPSA MP, prior to delivery, that it has all the necessary information enabling it to access the delivery site. In the event of access difficulties, the Supplier must contact EPSA MP before cancelling or postponing delivery.

Article 7. Delivery documents

The Supplier must attach with each delivery:

- A delivery slip with the following information:
 - Delivery slip number
 - Number of packages
 - Full Order Reference
 - Product reference and designation
 - Purchasing unit of the Order
 - Quantity delivered
 - Delivery date
- Any other documents required to certify Product conformity with the Order specifications (e.g. inter alia: certificate of origin/conformity/raw material, quality control, compliance with

standards, customs clearance documents). It is hereby specified for all purposes that EPSA MP must be provided with these documents at first written request and without delay, as the Supplier is obliged to substantiate at any time any purported certification or standard compliance (e.g. RoHS, REACH, AFNOR, CCT, UTE, BNAé, AIR, CE marking etc.).

Article 8. Acceptance of delivery

The delivery shall be checked by the End Customer or a member of their staff, a member of EPSA MP's staff or any other third party selected by the Customer (the "Receiver"), which the Supplier agrees to and acknowledges.

Any item which is surplus to requirements, or the Receiver deems non-conforming and/or defective, shall be the subject of a rejection report, or partial acceptance report, which shall be notified to the Supplier within thirty (30) days from the date of delivery. The Supplier shall proceed to recover the Product(s) concerned, by their own means, at their own expense, and within a maximum period of five (5) working days, failing which EPSA MP may organise reshipment and invoice the full costs to the Supplier, in addition to a penalty of one hundred (100) euros excluding taxes. The Supplier shall then implement any curative and/or corrective action enabling a new delivery of the Product with acceptance without reservations.

If the End Customer addresses their complaint directly to the Supplier, the latter undertakes to inform EPSA MP straight away and to hand over the relevant items.

Article 9. Liability and warranty

From the date of unconditional acceptance of the Order, the Supplier shall remain liable under the warranty for latent defects provided for in Article 1641 of the French Civil Code: From the date of delivery and for a period of 36 months, the supplier is expressly obliged to guarantee, parts and labour, all or part of the supply affected by any defect in its design or execution or assembly. This guarantee obligation of the supplier is total and may not be reduced for any reason whatsoever. The supplier shall therefore be obliged to replace, in a timely manner, all or part of the supply that proves to be defective. The transport costs and any travel guarantee costs for warranty work shall be borne by the supplier. The supplier also provides a 36-month guarantee on exchanges and repair work.

Article 10. Price

The price stated in the Order is exclusive of all taxes, duties, fees or other charges, including postage and insurance costs. The price is firm, final and non-revisable. The applicable incoterm is DDP (Delivered Duty Paid).

Article 11. Invoicing

EPSA MP acts as the agent of the End Customer and is therefore the sole recipient of the Supplier's invoices, whatever the circumstances, and even in the event of a dispute between the Parties. The Supplier undertakes not to send an invoice to the End Customer and not to contact them in the event of a dispute with EPSA MP. All invoices must be sent by e-mail to the address ap.fr@epsa-marketplace.com or by post, in one copy, to the registered office of EPSA MP located at 11 rue des Malines, Lisses (91090), for the attention of the "Accounts Payable Department".

Invoices must include:

- The full reference of the Order concerned (with the proviso that an invoice may only relate to one Order; grouped invoices will be *de facto* rejected)
- The number(s) of the delivery slip(s)
- Product reference
- The current prices
- The quantities delivered

The Supplier shall only issue their invoice on the date of delivery written on the Order (the "Issue Date"), subject to unconditional acceptance of the Product(s). Should EPSA MP receive an invoice issued prior to the Issue Date, only the Issue Date shall be binding between the Parties, the invoice being considered as not issued until that date.

All invoices from the Supplier shall be payable within forty-five (45) days from the end of the month following the Issue Date. In the event of late payment, the following additional sums will be due to the Supplier by operation of law:

- Legal fixed compensation for collection costs in the amount of €40 excluding VAT; and
- Late payment interest at a rate equal to three (3) times the legal interest rate in force in France, unless otherwise prescribed by an applicable law. The legal interest rate is that in force on the date of issue of the invoice.

In the event that EPSA MP is a creditor in any capacity whatsoever of Supplier , the claim of EPSA MP and any possible claim of Supplier shall be considered reciprocal and fungible, allowing them to be offset at the sole discretion of EPSA MP (expressed by any written means to the attention of Supplier). EPSA MP may however opt for a credit note to be issued by the Supplier instead of the offsetting. This request must be sent by any written means to Supplier and must be acted upon within a maximum of five (5) working days. Should the Supplier dispute EPSA MP's claim, this must be documented and substantiated; any compensation shall then only cover the amount not disputed, the Parties having to reach an agreement on the disputed amounts within thirty (30) days of the Supplier's dispute of EPSA MP's claim. In the absence of agreement after this period, EPSA MP may proceed with the above-mentioned offsetting on a provisional basis, until a final agreement is reached between the Parties on the disputed sums.

Article 12. Protection of personal data

In this article, capitalized terms have the meaning given to them in Article 4 of the General Data Protection Regulation ("GDPR"), Regulation (EU) No. 2016/679.

Controller or Processor status

To ensure the protection of Personal Data exchanged in the context of an Order, the Parties undertake to comply with the provisions of the GDPR and any other applicable legislation. In particular, each Party undertakes to make available to the other Party, on first request, any information necessary to demonstrate compliance with their obligations as set out in Article 28 of the GDPR.

In this respect, it is recalled that:

- The Controller determines in writing the purposes and means of the processing; the Processor processes the data only on behalf of the Controller and according to their written instructions; finally, if the processor uses another processor as a sub-contractor they are subject to the same obligations.
- Personal Data remains the property of the Data Subjects.

Obligations of the controller

The Data Controller undertakes to comply with all the obligations incumbent upon them and in particular to:

- Only transmit to the Processor such Personal Data, the Processing of which is lawful within the meaning of Article 6 of the GDPR;
- Inform the Processor if the Data Subjects exercise their rights of access, rectification, erasure, objection and/or restriction, and of any other right provided for by the GDPR (the "[Rights](#)") which may affect the performance of the Service;
- Pass on to the Processor any requests which may be within its competence and emanating either from a Data Subject with regard to the exercise of their Rights, or from a competent authority, it being specified that the Processor undertakes to reply to the Data Controller as soon as possible and no later than within five (5) days.

Obligations of the Processor (initial and other)

The Processor undertakes to comply with all the obligations incumbent upon them and in particular to:

- Process Personal Data only for the Purposes defined by the Controller and for the period required to achieve the Purposes;
- Take reasonable steps to ensure an adequate level of protection of Personal Data, including regular monitoring of the measures in place and training and awareness raising of its staff;
- Provide access to Personal Data only to those members of its staff (or the staff of authorised other Processors) who need to know it, either to perform the Service or to meet legal or regulatory requirements;
- Notify the Data Controller of any destruction, loss, alteration, damage and/or disclosure of Personal Data, or any unauthorised, accidental or unlawful access, within a period not exceeding forty-eight (48) hours;
- Process Personal Data only within the EEA or in a non-EEA state ensuring an adequate level of protection (according to the decision of the European Commission); failing this and with the agreement of the Controller only, the Processor undertakes to contractually frame the transfer of Personal Data by means of standard contractual clauses established by the European Commission, and in compliance with articles 44 et seq. of the GDPR.

If the Processor is contacted by a Supervisory Authority or by a Data Subject wishing to exercise their Rights, the Processor shall inform the Controller straight away. The Processor shall refrain from taking any action or response without written instruction from the Controller, which shall be provided within a maximum period of five (5) days. After this period and in the absence of instructions, the Processor shall take any action or response required and shall inform the Controller thereof.

Data Protection Officer (DPO)

EPSA MP's DPO can be contacted at DPO@epsa.com. The contact details of the Supplier's DPO shall be sent to EPSA MP by any written means.

[Article 13. Privacy](#)

Confidential Information:

The following information is confidential (the "[Confidential Information](#)"), both in relation to the Parties and to End Customers:

- The content of the Orders;
- Any information provided or made accessible to the other Party in the context of an Order, regardless of the (i) transmission: orally, in writing, in a digital file; (ii) medium: paper, electronic, hard disk; (iii) nature: file, document, photograph, email; (iv) field:

technical, legal, commercial, marketing, industrial, R&D, financial;

- Any information derived from the above;
- Any information marked "confidential";
- With regard to the Party transmitting the information, without this list being exhaustive: business activities; business lines; know-how; strategy; projects; commitments; contracts; customers; suppliers; skills; techniques; ideas; intellectual property; organisation; governance; production processes; plans; financial statements; financial, marketing or commercial methods; commercial policy; legal structure; budgets; forecasts; servers and networks; specifications and other similar information.

Confidential Information shall not include, unless the Party claiming otherwise can so demonstrate, information:

- Conveyed by a third party not bound by confidentiality;
- Developed from non-confidential information;
- which was already in the public domain (generic or publicly available information) at the time of disclosure or which entered the public domain after disclosure through no fault of the receiving Party (the information will then be considered confidential until the date it enters the public domain);
- ordered to be disclosed by virtue of a court order or a legal or regulatory provision.

Use and sharing of Confidential Information

The Party receiving the Confidential Information undertakes to keep it confidential and to take all precautions in this respect that would have been taken to protect its own confidential information.

In particular, the Party receiving the Confidential Information undertakes to ensure that the Confidential Information:

- is used for the purposes of fulfilling the Order
- is transmitted only to those members of its staff, collaborators and/or subcontractors who need to know it in order to perform the Order, and who shall be subject to confidentiality conditions at least equivalent to those set out herein; the Party receiving the Confidential Information undertakes to ensure that the aforementioned obligation is complied with by the aforementioned persons and shall be liable in the event of any breach by them of this clause;
- is not communicated, reproduced, distributed or published to any third party without the prior written consent of the other Party;
- is protected against unauthorised reproduction, use or display.

An exception to the above shall be made if required by a legal or regulatory obligation, or by a judicial or administrative decision.

[Article 14. Intellectual Property](#)

The Parties each declare and warrant that they are the owners of the intellectual property rights needed for the performance of the Orders, and that they will take the necessary steps to maintain these rights for as long as required.

[Article 15. Obligations of the Parties](#)

Legality of the work: in accordance with the law on the fight against undeclared work and the work of foreigners in an irregular situation, the Parties guarantee the regularity of their situation with regard to Articles L.8221-1 et seq. and L. 8251-1 et seq. of the French Labour Code, and undertake to comply with the conditions of registration, compulsory social security contributions and declarations and payments to the tax services.

Insurance: The Parties hold the required insurance policies, taken out with reputable insurance companies, covering the consequences of

their liability for any damage they may cause to each other or to any Potential Client in the performance of this Agreement.

Co-operation: The Parties undertake to co-operate actively and in good faith to ensure the performance of each Order. Thus, they undertake to keep each other informed of any difficulties in the performance of an Order so that appropriate measures can be taken to provide a rapid and effective solution to the difficulty observed.

Personnel: The Parties shall ensure that qualified staff are available in adequate numbers for the proper performance of each Order. Each Party shall be responsible for managing and supervising their staff, shall bear all related costs, and shall undertake to comply with applicable laws, regulations and any collective agreements. Where applicable, each Party undertakes to ensure that their employees and agents seconded to the other Party's site comply with the applicable internal regulations or instructions as well as with the rules of physical and logical security, which will be brought to their attention beforehand.

Article 16. Force majeure

No Party shall be liable for failure to perform, or delay in performing, an obligation under these T&C, if this results from a force majeure event as defined in Article 1218 of the French Civil Code and by the established case law of the French courts.

The Party affected by a force majeure event shall notify the other Party as soon as possible. Delivery of the Order shall be suspended until the force majeure event has disappeared, expired or ceased. However, should an impediment last for more than fifteen (15) days, the Order may be terminated by operation of law.

Each Party undertakes to implement the necessary and reasonable measures in a timely manner to mitigate the effect of the force majeure event on the performance of the Orders.

Article 17. Notification

All notifications shall be made by:

- ordinary mail to the registered office of the Parties indicated in the header of this document or by e-mail for basic communication;
- registered letter with acknowledgement of receipt to the head office of the Parties indicated in the header of the present document for all communications to which the Parties intend to give an official character.

Article 18. Miscellaneous:

Independence: The Parties declare and acknowledge that they are, and shall remain, independent professionals, each insuring the risks of their own business.

Independence of clauses: If a provision of these T&C is declared invalid or unenforceable or is recharacterised by a court of law, that provision shall be deemed not to have been written and the other provisions of these T&C shall continue to have full effect. To replace the provision of the T&C that has been declared invalid or unenforceable, the Parties shall negotiate in good faith a new, satisfactory and valid provision that is in line with their original intention.

Non-waiver: The failure of a Party to exercise a right, sanction or remedy under these T&C shall not be construed as a waiver of that right, sanction or remedy.

Article 19. Disputes

These T&C and the Orders are subject to French law.

The Parties shall endeavour to settle any disputes amicably. In the absence of an amicable resolution, disputes will fall under the exclusive jurisdiction of the Commercial Court of Paris.