

GENERAL TERM OF PURCHASE

1. General provisions

The aim of these general term of purchase is to determine the conditions of the purchase and sale applicable to DELTA DORE and its Supplier (" the Supplier").

No modification will be enforceable in the absence of express acceptance of DELTA DORE.

Any information whose importance is decisive for DELTA DORE to consent to the transaction and particularly any pieces of information related to the products and the content of the contract or the Supplier's performance are owed to DELTA DORE by the Supplier.

The fact that DELTA DORE or the Supplier does not avail itself of any provision hereof shall in no way be construed as a waiver to later invoke this clause.

The nullity of any provision hereof for any reason whatsoever shall not affect the validity of the other provisions of these general term of purchase.

2. Orders

The quantities hereinabove mentioned shall not be construed as firm orders and shall be confirmed by a purchase order.

If a buffer stock with specific products, difficult to sell besides DELTA DORE'S market, shall be constituted, a written agreement shall be signed between the parties.

The purchase orders placed by DELTA DORE shall be deemed to be accepted in the absence of any motivated written answer by the Supplier in a five (5) day period from the ordering day.

Every DELTA DORE orders are D.A.P at the place indicated on the order (INCOTERMS 2020).

3. Deliveries

The quantities stated in the order form shall be strictly and entirely respected and the products shall be packaged in suitable conditions. The Supplier shall be responsible for these conditions and shall assume the risk ok breakage, loss or damage, unless otherwise agreed in writing.

If necessary, the customs clearance shall be supported by the Supplier.

The orders shall be delivered in a lead time of ten (10) working days of their issuance for the products indicated in the annual agreement, but this deadline can be negotiated for the "off-market" products.

Unless expressly agreed by DELTA DORE, according to the security protocol applicable at the delivery place, the deliveries shall take place on the

This delivery period being mandatory and a determining and key requirement for DELTA DORE consent, the Supplier shall be fully liable for any delay in delivery and shall immediately pay a fixed compensatory penalty for loss sustained of 2% of the ex-VAT amount for the invoiced products, merchandise and services delayed, without prejudice for DELTA DORE to: - institute proceedings for the cancellation of the sale, at the Supplier's expenses; - replace the Supplier with an alternative of its choice, at the Supplier's expenses.

Le Vieux Chêne 35270 Bonnemain (France) • T. : +33 (0)2 99 73 45 17 • deltadore@deltadore.com • www.deltadore.fr

DELTA DORE S.A. au capital de 2 227 496 € • N° d'identification : 897 080 289 RCS SAINT MALO • SIRET : 897 080 289 00027 • Code APE : 2651B

N° TVA intracommunautaire : FR 32 897 080 289

The Supplier shall inform DELTA DORE forthwith of any difficulty it can encounter during the course of a delivery, or any shortage.

Either way, regardless of the means of transport used, the Supplier shall stay responsible towards DELTA DORE of the conditions of the delivered products and of any damage it caused.

The Supplier shall handle its stock according to the FIFO method.

The Supplier shall concede that, notwithstanding reserves or complaints regarding missing products or damaged during transport parts, DELTA DORE is not able to express some reservations with regard to the conformity of the delivered products, at the delivery.

4. Confidentiality / intellectual and industrial property

Each party, in its name and in the name of any person who could act for it, shall not disclose, in any form whatsoever, to any third parties the information received resulting from the execution of the present term of purchase.

The Supplier shall be forbidden to make any reference to DELTA DORE's trademark in the course of its relationship with third parties, without the prior agreement of DELTA DORE, even as a commercial reference.

For the products manufactured according to specifications proper to DELTA DORE, the Supplier shall not reuse for its own or for any third parties the pieces of information and technical knowledge received for the purpose of the production of the products hereinabove mentioned, without the prior express agreement of DELTA DORE.

The Supplier shall assure that no product delivered to DELTA DORE infringe any third party's intellectual property rights.

Accordingly, the Supplier shall hold DELTA DORE harmless against any action, claim, demand or contestation by a third party based on breach of intellectual or industrial property rights, or an act of unfair competition, on the supplied products.

5. Conformity

The Supplier shall deliver products in conformity with the purchase orders together with specifications from the contract and legal provisions in force, as regards the quality of the products, the environment rules or the presentation of the products.

DELTA DORE shall be able to decline the products not conform to the purchase order and will notify this refusal in writing. The Supplier shall take back the products not conform to the purchase order at its own expenses in a maximum period of five (5) working days from the refusal notification.

The Supplier shall replace at its own expenses, and without delay, all the products not conform to the quality criteria stated in the contract or not conform to the legal provisions in force, unless the Supplier, after ascertaining and notifying the lack of conformity, prefers to ask for a price reduction or the cancellation of the sale, or replace itself by another Supplier at its own expenses.

Furthermore, the Supplier will be deemed to be fully liable towards DELTA DORE for the whole prejudice resulting from the potential lack of conformity and of the quality of the merchandises products or services delivered and consequently shall pay a fixed compensatory penalty for loss sustained of 2% of the ex-VAT amount for the invoiced defective products, merchandise and services.

The Supplier shall inform DELTA DORE about any modification concerning the products and production process. If so, the Supplier should notify Delta Dore in writing about the modifications 6 months before its application, except for modifications resulting from a change in regulations or in the case of absolute necessity. For its part, DELTA DORE shall inform the Supplier about any specific destination of an ordered product, in order to enable the Supplier to carry out his obligation of information, advice or prevention.

The Supplier shall provide DELTA DORE with a quality action plan enabling it to achieve the manufacturing and customer quality level required by DELTA DORE as defined in the specifications. The defined quantified objectives shall correspond to the maximum amount of defective products allowed by DELTA DORE in one full calendar year.

The Supplier shall keep DELTA DORE informed at all times of the progress of the quality action plans and quality improvements it has implemented.

The Supplier shall assure that it respects the law and standards governing its profession as well as any French and European legislation regarding the manufacturing, marketing authorization and the use of the marketed products.

6. Risks and transfer of ownership

The transfer of ownership shall take place after the delivery of the products.

In default of the mention of an INCOTERM on the purchase order, the products will be deemed to be delivered at the place stated in the purchase order at the Supplier risks and expenses. The risks shall be transferred at the time of signature of the delivery order.

7. Moulds and tools

Any moulds and tools bought by DELTA DORE and used to produce DELTA DORE orders are DELTA DORE exclusive property.

The Supplier shall send the moulds and tools back to DELTA DORE when required, at its own risk and charge.

Moulds and tools bought by DELTA DORE, or made in compliance with its plans, shall only be used to produce DELTA DORE orders exclusive of any production for the benefit of third parties.

The Supplier is solely responsible for preventing any damage to the moulds and tools or any damage caused by these moulds and tools with respect to third parties or DELTA DORE. It shall have taken out a relevant insurance with a reliable insurance company.

Moulds and tools bought by DELTA DORE, which are directly shipped to the Supplier, shall be inspected to conform to DELTA DORE drawings and specifications in order to protect DELTA DORE interests. This must be carried out in the proper way against the transporter or the manufacturer of this moulds and tools.

The Supplier shall ensure, at its own risks and charge, the maintenance of these moulds and tools during the time they are in his keeping and ensure their compliance to our drawings and specifications.

The Supplier undertakes to take out and maintain insurance covering these risks.

8. Prices and invoices

All price modifications shall be notified in writing to DELTA DORE and accepted by it before the order. Invoices must indicate the complete references of the purchase orders and deliveries concerned.

The payments will be completed by DELTA DORE according to the payment terms and conditions stated in the purchase order. These payments shall be settled within forty-five (45) days end of the month from the issuance of the invoice.

Unless otherwise agreed and expressly accepted by DELTA DORE, no payment shall be completed if the delivery was not conform, including the documentation and the certificates relating to the equipment.

9. Supplier obligations

Supplier obligations are conformity obligations. The Supplier is solely responsible for the product controls deemed by it to be necessary.

In general, the Supplier shall provide DELTA DORE with all the necessary advice and information about the products and packing, and shall inform DELTA DORE of any difficulty regarding the use, storage, and transport of the products.

The Supplier shall monitor the regulatory framework that governs the manufacturing, the storage and the use of the products it markets and shall respect every regulation evolution and inform DELTA DORE about these evolutions.

The Supplier guarantees that delivered products or services are in accordance with the use for which they are intended, where this use was indicated or is a result of the nature of the product. In general, the Supplier shall resolve, without exception, any complaint regarding the delivered products to DELTA DORE.

The Supplier shall be liable for any negligence on the part of its employees or subcontractors in the performance of their functions, so that DELTA DORE will not have to become involved in the matter.

10. Warranties

The Supplier will indemnify DELTA DORE against any fault in manufacture, design, material and dysfunction that can affect the conformity of the Products. The Supplier will compensate DELTA DORE for any material or immaterial, direct or indirect damage and particularly any damage caused to physical personal or to merchandise.

Therefore, the Supplier shall repair or replace any defective parts or products so that it fits for the use and quality DELTA DORE can expect of such parts or products.

As soon as any defect or dysfunction in the Products is noted by DELTA DORE, the Supplier shall undertake at its own expenses to rectify or replace the defective Products, whether incorporated or not into finished products marketed by DELTA DORE (including costs of parts, labour, staff travel, dismantling and reassembly) so that the Products meet all aspects of quality and performance which DELTA DORE is entitled to expect, without prejudice to damages.

11. Insurance

The Supplier shall declare that it is duly insured for professional public liability with a manifestly solvent insurance company. The Supplier's insurance must include cover for any production defect which might affect the Product. If requested by Delta Dore, the Supplier shall provide proof of taking out a civil liability insurance with a reputable and solvent insurance company, together with proof of the corresponding premiums and amount of the guarantee.

12. Ethics and anti-corruption

The Supplier shall read and comply with the principles stated in DELTA DORE's Purchase Charter and specifically, the Supplier shall comply with the following provisions:

- The Supplier shall not have recourse to any form of forced or compulsory labour;
- The Supplier shall not have recourse to child labour;
- The Supplier shall comply with the laws and regulations regarding wages and work hours;

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- The Supplier shall not discriminate on the basics of ethnic differentiation, nationality, age, religion, gender, sexual orientation, disability, health, membership in trade unions or political parties. Differences concerning remuneration, promotion or dismissal specifically shall only be based on requirements strictly inherent to the position held;
- The Supplier shall observe and comply with the hygiene and security rules applicable within the workplace;
- The Supplier shall at least comply with the applicable environmental laws, regulations, and standards;
- The Supplier shall ensure that its employees are not exposed to situations that may generate a conflict of interest;
- The Supplier shall carefully comply with all laws and regulations regarding influence peddling, corruption and prohibited commercial practices. The Supplier shall commit not to offer gifts, invitations or solicitations directly or indirectly to someone to influence the decisions that this person could make in its favor. Any solicitation of tangible or intangible advantages or payment of bribes as an incentive shall be prohibited. Any violation of the principles hereinabove mentioned shall constitute a sufficient ground for DELTA DORE to justify the cancellation of any order or to terminate the contract, without prejudice of any damages claims.

13. Data protection

The Parties shall comply with all applicable regulations on personal data and in particular: The Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data, The Directive 2016/680 on the protection of natural persons with regard to the processing of personal data, and all national regulations that transpose these European regulations, the resolutions and recommendations of the supervisory authorities. In particular, the Parties shall assume their responsibilities under the applicable laws and regulations.

14. Law and obligations

Any litigation arising out of the present agreement and sales resulting from it, including those related to its validity, interpretation, execution and/or resolution, are governed by French law and shall be dealt with by the Commercial Court of DELTA DORE head office.

The language of the commercial relationships of DELTA DORE is the French language.

Location :

Date :

DELTA DORE

Vincent BATTAGLIA

Purchasing Director

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