

## GENERAL CONDITIONS OF PURCHASE

### 1 - SCOPE OF APPLICATION GENERAL CONDITIONS OF PURCHASE

1-1- These general conditions of purchase (hereinafter referred to as “GCP”) are applicable to all orders (hereinafter referred to as “Order(s)”) from our Company notably to purchase and/or lease and/or to acquire goods (hereinafter referred to as “Product(s)”) and/or to acquire services (hereinafter referred to as “Service(s)”) (such Products and Services are hereinafter, in general, referred to as “Supply(ies)”) from suppliers and/or providers thereof (hereinafter, in general, referred to as “Supplier(s)”).

1-2- These GCP are applicable as of the date of acceptance of the Order under the conditions set forth in Article Three (3), in full and as the sole and exclusive agreement between the Supplier and our Company. The supplier waives its own general conditions of sale.

1-3- The GCP may only be amended with the prior written agreement of our Company and of the Supplier.

### 2 - CONTRACTUAL DOCUMENTS

2-1- All Orders from our Company shall be governed exclusively by the GCP herein and supplemented by the particular conditions reflected in our purchase order (hereinafter referred to as “PC”) together, where relevant, with all other contractual documents (hereinafter referred to as “OCD”) defined in the PC.

2-2- In the event of a discrepancy between the various documents, the order of priority shall be as follows: (1) the PC, (2) the GCP and (3) the OCD.

2-3- The GCP, PC and OCD contain the entire agreement between the parties and supersede all related previous agreements and understandings between them whether written or oral and whether express or implied.

### 3 - ORDER

#### 3-1- ORDER FORM

3-1-1- All Orders from our Company are made pursuant to a written purchase order (hereinafter referred to as “Order Form(s)”).

3-1-2- No Order shall be considered as effective unless it has been accepted in the conditions described in following sub-article.

#### 3-2- ACCEPTANCE OF THE ORDER

3-2-1- Acknowledgment of acceptance of the Order shall consist of the duplicate of the Order Form duly signed by the Supplier and sent to our Company by mail or by fax, within ten (10) calendar days from the date set out in the Order Form (hereinafter the “Acknowledgement of Receipt”).

3-2-2 Any Order may be withdrawn by our Company upon written notice to the Supplier with immediate effect without giving rise to damages or any indemnity obligation of our Company of any kind whatsoever, unless such Order is, prior to our Company’s withdrawal of the same, wholly accepted by the Supplier as prescribed.

3-2-3- Any Order with respect to which our Company has not received an Acknowledgment of Receipt and that has not been withdrawn in writing by our Company in accordance with the provisions of the above paragraph, but which has been filled in full or in part by the Supplier shall be deemed to have been accepted in full by the Supplier.

#### 3-3- MODIFICATION OF THE ORDER

3-3-1- Any modification, even minor, of the Order shall be the subject to prior written agreement by our Company and an amendment to the Order.

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FAU-F-SPG-4053/EN

Owner	Issue	Date	Description of changes	Cancels or replaces
J.L. Legrand	02	01 Jan. 2006	New document reference and cover page added for FCP.	FAU-F-SP-4053/EN
	01	March 2003		

## 4 - OPEN ORDERS

4-1- Certain Supplies may be the subject of an open order (hereinafter referred to as “Open Order” and collectively, “Open Orders”) that describes at least the type and characteristics of the Supply, the price, the place of delivery, the invoicing address and any other applicable conditions (e.g., INCOTERM, transport, packaging, etc.). Such Open Order requires an acceptance as described in article three (3) above. Its execution requires delivery calls Form (hereinafter the “Delivery Calls”).

4-2- The volumes that may be given in an Open Order only have an approximate value and shall not constitute a commitment by our Company.

4-3- The delivery dates and the actual volumes to be delivered are given in Delivery Calls made in accordance with the PC.

4-4- For the comprehension of these GCP the term “Order” includes the concept of “Open Order” as well as the Closed Orders.

## 5 - PACKING AND DELIVERY DOCUMENTS

### 5-1- PACKING

#### 5-1-1- Nature

The packaging shall comply with the specifications defined in the PC and/or OCD.

#### 5-1-2- References

All packaging must bear on the exterior the information required by applicable law, legibly printed, together with the following information

- the description of the Supplies,
- the quantity delivered or the gross or net weight,
- the index, the date and/or the number of the manufacturing batch of the delivered Supplies,
- the address of the delivery place indicated in the Order,
- the specific storage conditions, and
- all other references prescribed by the PC or the OCD.

#### 5-1-3- Delivery documents

The Supplier shall attach to the delivered Supplies the delivery slip, indicating the type of packaging and the information appearing on the Order (date, Order Form number, quantity and nature of the Supplies, details of the packaging, etc.) so as to enable identification of the Supplies and their quantitative control.

## 6 - DELIVERY, EXECUTION, AND DELAYS

6-1- Unless otherwise agreed in the PC, the Supplier shall set up and maintain, for every Open Order, an inventory plan

6-2- Unless otherwise agreed in the PC, the delivery and/or execution periods shall be established in the Order Form. The delivery and/or execution periods are an integral term of these GCP and are of the essence of the Order. The Supplier must immediately notify our Company of any incident that may jeopardize adherence to such delivery and/or execution periods.

6-3- In the event of late deliveries, and without prejudice to the right of our Company to terminate all or part of the Order and/or to claim damages:

the Supplier shall pay a late fee calculated as follows: 0,3% per started late working day with a maximum aggregate late fee of 10% of the total amount of the Order to which such delivery relates, net of tax. Our Company shall not be required to send a prior notice to the Supplier with respect to any late delivery or the imposition of such late fees.

Our Company reserves the right to invoice the Supplier for all the costs resulting from delays in delivery (including, without limitation, assembly line shortage of our customer(s) and/or our Company, late penalties, etc.)

6-4- The Supplier shall not deliver or require acceptance of Supplies before the agreed delivery date without the express written consent of our Company.

6-5- The Supplier shall bear all direct and/or indirect costs arising from any such early delivery.

## 7- ACCEPTANCE

### 7-1- ACCEPTANCE OF PRODUCTS

7-1-1- Inspection of Products before delivery: our Company reserves the right to carry out – with prior notice - all inspections of Products before they are delivered, at the Supplier's premises and during normal business hours. Such inspection shall not affect in any way the warranties granted by the Supplier.

7-1-2- Rejection: our Company reserves the right to reject, by simple letter, by telex, by mail or by fax, delivery of Products in the cases of non – compliance, other than insignificant, of the Products with the Order or with the delivery conditions defined in the Order. The same applies for excessive deliveries.

7-1-3- The provisions of Articles 38 and 39 of the Vienna Convention on the International Sale of Goods (CISG) dated April 11, 1980 are excluded.

7-1-4- Our Company will do its best efforts to inform the Supplier of any apparent defects immediately after such defects should be detected within the normal operational process. Consequently the Supplier waives the exception of late claim.

7-1-5- Failure by our Company to assert any claims at the time of delivery, acceptance of a delivery without written condition, or payment for any Products, shall not constitute an acceptance of the Products delivered nor of the amount billed and/or paid, and shall not, under any circumstances, be deemed a waiver by our Company of any subsequent claim.

7-1-6- No payment shall be borne by our Company for any Products that are refused. As a consequence, our Company may set off the amount of the refused Products against any invoices of the Supplier or the Supplier shall reimburse such amount to our Company on first demand.

7-1-7- Any Product refused may be either:

taken back by the Supplier at its own cost, risk and peril within a period of eight (8) days from the date of the notification of refusal by our Company.

after this eight (8) day period, it is expressly agreed that our Company may, without any liability of any kind whatsoever, either destroy or return the refused Products to the Supplier, at the Supplier's sole cost and risk.

### 7-2- ACCEPTANCE OF SERVICES

7-2-1- Inspection of Services before acceptance: our Company reserves the right to carry out any inspection of Services offered prior to acceptance, at the Supplier's premises with prior notice and during normal business hours. Such inspection shall not affect in any way the warranties granted by the Supplier.

7-2-2- Acceptance: Unless otherwise stipulated in the PC, all deliveries shall be made upon complete performance of the Service ordered on the date set out in the Order.

7-2-3- Our Company reserves the right to refuse the Services in the following cases by simple letter, by telex, by mail or fax:

- non-compliance, other than insignificant, of the Services with the Order,
- non-compliance, other than insignificant, with the performance schedule

7-2-4- The Supplier may not invoice Services that are refused.

7-2-5- Failure to assert any claims at the time of provision of Services, acceptance of Services without written condition, or payment for any Services shall not constitute acceptance of the Services performed nor agreement on the amount billed and/or paid, and shall not, under any circumstances, be deemed a waiver by our Company of any subsequent claim.

## 8- PRICE, INVOICING AND PAYMENT CONDITIONS

8-1- Unless otherwise agreed in the PC, all prices for Supplies ("Prices") shall be set forth in the Order Form. Such Prices are fixed and not subject to change. Prices for Supplies are deemed to be "Delivered Duty Paid" - DDP (INCOTERMS 2000) - to the agreed place of delivery. The price is expressed on a net basis, net of taxes, firm and final. The Price includes payment to the Supplier for all of its costs, expenses, charges, constraints and/or obligations of any kind. The Price is deemed to take account of all circumstances and particularities of the Order, and includes, without limitation, for the Products, the costs of packaging, wrapping, loading, chocking and stowing in the means of transport, transport, unloading and maintenance in the agreed place of delivery as well as the insurance costs and the risks.

8-2- No price increase may be applied without the prior written agreement of our Company.

8-3- Each invoice must correspond to an Order and to a single delivery call. It must set out all the details that allow identification and inspection of the Supplies and must be sent in duplicate to the invoicing address appearing on the Order Form. Any incomplete invoice shall be returned unpaid to the Supplier. Invoices shall not be joined to the deliveries.

8-4- Unless otherwise agreed in the PC, all purchases by Company are payable 90 days from the end of the month in which invoices are received, on the 10th of the following month.

## 9- GUARANTEE

9-1- The Supplier, as a specialist in its field, retains full liability for its technical decisions, regardless of the degree of assistance that our Company may have provided during the performance of the Order.

### 9-2- GUARANTEE FOR THE PRODUCTS

9-2-1- Content of the guarantee:

9-2-1-a- The Supplier, as a specialist in its field, represents and warrants / guarantees to our Company that the delivered Products shall be:

- merchantable, and of good material and workmanship;
- fit for the particular purpose for which they are intended, within the normal conditions of use specified by the Supplier, and shall offer the safety that can be reasonably expected of them, subject to such use of the Products as shall have been indicated by our Company to the Supplier at the time of placement of the Order;
- in conformity with all drawings, specifications and all definition documents of the ordered Product,
- with respect to non-specified characteristics, in conformity with the initial samples ("IS") received by our Company,
- free of all visible or latent defects, as well as all design, manufacturing or operational defects

9-2-1-b- Acceptance by our Company of the IS shall not discharge the Supplier of its responsibility and shall not constitute acceptance of the Products delivered and/or subsequently delivered.

9-2-2- Scope of the guarantee

9-2-2-a- Without prejudice to our Company's right to terminate the Order and/or to assert any claim, and in addition to all legal warranties, the Supplier grants to our Company a contractual guarantee.

9-2-2-b- Pursuant thereto the Supplier is bound by a performance obligation and shall take responsibility notably for:

reimbursement to our Company for all the costs directly or indirectly incurred by our Company in connection with any defective Products,

all direct and/or indirect consequential damages that are incurred directly by our Company, whether damage to persons or property, as well as consequential damages caused to third parties, to our Company or to the successors or assigns of our Company or of any third party, as well as their respective employees and/or property.

9-2-2-c- This guarantee is granted for the duration of thirty six (36) months as from delivery date .

### 9-3- GUARANTEE FOR THE SERVICES

9-3-1- Content of the guarantee:

9-3-1-a- The Supplier, as a specialist in its field, represents and warrants / guarantees to our Company that the Services performed shall be :

- in conformity with the Order
- free from any visible or latent defect.

9-3-1-b- The acceptance by our Company of the performed Services shall not constitute acceptance of the said Services, and shall not discharge the Supplier from its responsibility for any hidden defects, whenever such faulty Service may be discovered.

9-3-2- Scope of the guarantee

9-3-2-a- Without prejudice to our Company's right to terminate the Order and/or to assert any claim, and in addition to all legal warranties, the Supplier grants to our Company a contractual guarantee.

9-3-2-b- Pursuant thereto, the Supplier is bound by a performance obligation and shall take responsibility notably for :

- reimbursement for, or additional Service so that the defects are remedied,
- performance of all services necessary to compensate for the damages caused by the defective Service,
- all direct and indirect consequential damages that are incurred directly by our Company, whether damage to persons or property, as well as consequential damages caused to third parties, to our Company or to the successors or assigns of our Company or any third party, as well as their respective employees and/or property.

9-3-2-c- This guarantee is granted for the duration of thirty six (36) months as from acceptance date .

9-4- Non-performance of the guarantee / warranty by the Supplier

Where the Supplier is unable to perform this guarantee / warranty correctly within a reasonable delay depending on the circumstances, our Company reserves the right, depending on the case, to buy the Products and/or to arrange for the performance of any Services itself or from another Supplier, all at the cost of the defaulting Supplier without prejudice to our Company's right to terminate such Order. This is without prejudice to our Company's right to terminate the Order and/or to assert any claim, and in addition to all legal warranties.

## 10- QUALITY ASSURANCE

Supplier's acceptance of an Order shall mean the Supplier's acceptance of the Quality System of our Company and agreement to strict observance of the terms thereof.

## 11- ORIGIN OF SUPPLIES

Upon the request by our Company, the Supplier shall certify the origin of any Product by providing a certificate attesting that the Supply complies with the requirements of the regulated materials panel ("RMP") and does not infringe ISO TS 16949 with respect to controlled substances.

## 12- INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

12-1- The Supplier undertakes to assign to our Company the results of Services of all kinds (and specifically research or design of prototypes, products, tools or specific equipment) arising from performance of the Order and that can be protected by intellectual and/or industrial property rights or otherwise, which shall be the exclusive property of our Company.

12-2- The Supplier acknowledges and agrees that the price referred to in the Order includes remuneration for the transfer of the above-mentioned rights and their delivery to our Company.

12-3- The Supplier transfers to our Company all the copyright relating to the results of these Services and specifically the rights of representation and reproduction, in any form and in any manner whatsoever, current or future, the rights of use, distribution, marketing, translation, modification, incorporation, combination, utilization and adaptation of the said results, for the exploitation of these rights throughout their duration, in the whole world, without limitation of extent or purpose.

12-4- The Supplier agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Supplier shall have disclosed or may hereafter disclose to our Company in connection with any Supplies furnished to our Company

12-5- The Supplier shall not use, for the purposes of filling any Order, Intellectual and/or Industrial Property Rights that belong to a third party without the prior written consent of such third party. Any fees, royalties or other payments that may be payable in connection with such utilization shall be borne exclusively by the Supplier.

12-6- The Supplier shall indemnify, defend and hold harmless our Company from and against any legal or out-of-court claims made against our Company at any place whatsoever by third parties, based on Intellectual and / or Industrial Property or Patent Rights relating to the Supplier's fulfilment of any Order. Our Company shall immediately advise the Supplier of any such third-party claims. In the event of any lawsuit, arbitration or other proceeding instituted against our Company, whether substantiated or not, the Supplier undertakes, by virtue of the above-mentioned guarantee, at the choice of our Company, either to collaborate with and actively assist our Company during proceedings, or to immediately participate voluntarily in proceedings and assure the supervision of the proceedings. In the event of out-of-court claims, whether substantiated or not, the Supplier undertakes to take all necessary measures to resolve the dispute with the third party, while keeping our Company informed.

12-7- If our Company must cease using all or part of the Supply then, without prejudice to the right of our Company to withdraw the Order, the Supplier shall immediately do one of the following, at its sole and exclusive cost: (i) obtain the right for our Company to continue to use the Supply, or (ii) modify or replace the Supply so that the rights to use the Supply cannot be disputed, it being stipulated that the Supplier shall ensure, at its own expense, the recovery of any items of Supplies to which all Intellectual Property Rights have not been granted that have been delivered to our Company. In all cases such modifications and / or replacements shall comply in every respect with the contractual documents of the Order.

12-8- In the event of any legal proceedings or out-of-court claims, all sums that our Company has to pay for any reason whatsoever, including, without limitation, any costs, fees, damages and interest shall be fully reimbursed by the Supplier to our Company upon first request. The Supplier shall compensate our Company for all direct and indirect damages arising from any claims that may be brought against our Company by a third party.

### **13- CONFIDENTIALITY**

13-1- The Supplier agrees to keep secret all Confidential Information (as hereinafter defined) and will take all steps which may be necessary to maintain the secrecy of the Confidential Information. The term "Confidential Information" shall mean all information disclosed to the Supplier or otherwise acquired by the Supplier in connection with the performance of its obligations under any Order, concerning or relating in any way to the technical or commercial documents, specifications, formulae, drawings, plans, know-how, data, tools or samples, as well as the outcomes that result there from, markets, customers, products, procedures, plans, operating experience, marketing strategies, organization, employees, financial conditions or plans or business of our Company, its subsidiaries or affiliates. This confidentiality obligation shall be binding on the Supplier, its employees, agents, representatives, suppliers or sub-contractors. This Confidential Information is and at all times shall remain the property of our Company.

13-2- This obligation of confidentiality shall be maintained throughout the execution of the Order and for a period of three (3) years thereafter.

13-3- Upon termination or completion of any Order, the Supplier shall immediately cease to use the Confidential Information and shall return to the Company all documents and copies in its possession or control which in any way embody or evidence the Confidential Information

13-4- In no event and in no form whatsoever shall the Orders give rise to direct or indirect advertising, except with the prior written agreement of our Company.

13-5- Any document, product, drawing, study, information, specification, calculation, etc. entrusted by our Company to the Supplier, for the purpose of execution of the Order, is and remains our exclusive property and must be identified as such. The Supplier, in its fiduciary capacity, shall ensure their confidentiality, protection, and return them to our Company at the completion of the Order.

### **14 - TRANSFER OF PROPERTY AND OF RISK**

14-1- Unless otherwise agreed in the PC, the transfer of title to the Supplies takes place upon acceptance of the Order by the Supplier.

14-2- All risk of loss relating to the Supplies shall remain with the Supplier until actual delivery of the Products to our Company, or acceptance of the Services by our Company.

14-3- No "reservation of title" clause requested by the supplier may be invoked or raised against our company unless it has been expressly accepted in writing by our company.

14-4- THE SUPPLIER UNDERTAKES NOT TO STIPULATE ANY RESERVATION OF TITLE CLAUSE IN FAVOUR OF ITS OWN SUPPLIERS OF GOODS WHICH ARE TO BE INTEGRATED IN THE PRODUCTS SOLD TO OUR COMPANY IN ACCORDANCE WITH THE ORDER.

14-5- In the event of termination or end of the Order, the Supplier undertakes, upon first request from our Company, to transfer to our Company the outstanding inventory of raw materials and/or semi-finished and/or finished products and/or the security stock, that it uses to complete the Order and that it holds on the date of termination or end.

### 15- EQUIPMENT

15-1- The samples and models, calibres, moulds and equipment ordered by our Company for the fulfilment of the Orders (the "Equipment"), shall become the property of our Company under the terms set forth in the PC for tooling, together with all Industrial and/or Intellectual Property Rights relating to such Equipment

15-2- Any samples and models, calibres, moulds and equipment (the "Equipment"), Equipment that our Company makes available to the Supplier for performance of an Order:

- is and shall remain exclusively the property of its owner, and
- such Equipment may be removed by our Company at any time.

15-3- The Supplier shall identify the Equipment with a prominent and non-removable plaque or label containing the name of the owner given by our Company.

15-4- Such Company Property must be used exclusively for execution of Orders from our Company .

15-5- The maintenance of such Equipment and the preventative curative adjustments that are necessary for their proper functioning shall be the responsibility of the Supplier, and must not give rise to disruption of supplies.

15-6- The Equipment shall not be modified without the express prior written agreement of our Company.

15-7- The care of and risk to the Equipment shall be assumed by the Supplier.

15-8- The Equipment must be the subject of a lease agreement between the Supplier and our Company.

15-9- The Supplier shall insure such Equipment, at Supplier's expense, at the replacement value as new of such Equipment:

- against all risks of destruction and/or loss and/or damages and/or theft, it being acknowledged that their owner must be mentioned as additional insured parties in the policy,
- and against all damage that such Company Property may cause,

15-10- The Supplier shall waive, for itself and its insurer any right to subrogation it may have in favor of the owner of the Equipment, our Company and our Company's insurer.

15-11- Upon request of our Company, the Supplier shall provide a certificate of insurance, showing such coverage described herein, as well as evidence of Supplier's payment of all premiums.

15-12- The existence of such insurance coverage shall not constitute a limit to the liability of the Supplier.

15-13- All proceeds payable under such insurance shall be for the exclusive benefit of the owner of the Equipment, as beneficiary.

15-14- Our Company shall at no time be liable for hidden defects, unknown to our Company, that may affect the Company Property and render it unsuitable for its purpose.

### 16- INSURANCE

16-1- The Supplier shall maintain, from a financially sound and reputable insurance carrier:

- an all-risk liability insurance policy
- a Products Liability insurance policy after delivery

each case with coverage in a minimum amount of thirty million EUROS (30M€) per occurrence, with respect to any bodily injury, property damages, or any tangible and / or intangible damage(s), consequential or otherwise, directly or indirectly caused to the clients of our Company to our Company or a third party by reason of its defective Supplies, or infringement of any Intellectual Property, directly or indirectly caused to: (i) our Company; (ii) our Company's customers; or (iii) any third party by reason of the Supplier's defective Supplies.

16-2- Such insurance policy shall include an option covering the costs of any recall campaigns that may be undertaken by third parties (our Company and/or by its customers) and/or the Supplier. Such insurance policy shall contain a waiver of subrogation in favour of our Company and/or its insurers.

16-3- Upon request of our Company, the Supplier shall provide a certificate of insurance, showing such coverage described herein, as well as evidence of Supplier's payment of all premiums.

16-4- The existence of such insurance coverage shall not release Supplier from its obligations hereunder, nor shall it constitute a limit to the liability of the Supplier.

16-5- The insurer of the Supplier shall inform our Company of any termination of the Supplier's insurance contract, for any reason, within the period notice.

## **17- TERMINATION**

17-1- Termination for convenience: Unless otherwise stipulated in the PC, it is expressly agreed that our Company has the right to terminate, in whole or in part, without giving rise to any indemnity or damages of any kind whatsoever, without prior instruction or specific formalities, by sending notice of the same to the Supplier by registered mail, return receipt requested, any Open Order, whether it is for a specified or unspecified duration, or more generally any Order, at any time, with or without cause, on a three (3) months prior written notice to Supplier.

17-2- Termination with cause: Unless otherwise stipulated in the PC, and without prejudice to the right of our Company to claim for damages, it is expressly agreed that our Company has the right to terminate, in whole or in part, any Order in the event of partial or total non-performance by the Supplier of any of its obligations under the Order, even after being given fifteen (15) days to remedy. Such termination shall occur by sending notice of the same to the Supplier by registered mail with acknowledgment of receipt, with immediate effect.

## **18- JURISDICTION – APPLICABLE LAW**

18-1- The Supplier and our Company shall attempt to resolve, on an amicable basis, any dispute relating to the interpretation or execution of the Order.

18-2- Unless otherwise stipulated in the PC, the governing law shall be the law applicable to the place of registration of the registered offices of our Company.

18-3- The Court with jurisdiction for the registered offices of our Company shall have sole competence, even in the event of joint or multiple defendant(s), for emergency or summary proceedings for any ex parte motions.

## **19-MISCELLANEOUS**

### **19-1- MANUFACTURING CONFERRED TO A THIRD PARTY AND ASSIGNMENT TO THIRD PARTIES**

19-1-1- The Supplier shall not sub-contract its obligations without the prior written agreement of our Company. In the event of authorized sub-contracting, the original Supplier shall remain solely liable to our Company.

19-1-2- Supplier shall not assign its rights or delegate its duties, in whole or in part, with respect to any Order, whether free of charge or for consideration, without the prior written agreement of our Company.

19-1-3- Supplier shall inform our Company of any sale of voting securities, assets or change of control. In such cases our Company shall have the right to terminate all or part of the Order without prior notice.

### **19-2- DUTY TO INFORM**

The Supplier shall provide our Company with all information and advice that is indispensable to the storage of any Supply, the integration of any Supply into any other Product, and to its usage. It is therefore required to ascertain that the specifications are sufficient and pertinent in this regard, to inform our Company of any non-compliance of the specifications with the regulations in force in the country of sale given in the specifications, to propose to our Company any modification that could improve the quality or cost of the Supply, and to inform our Company of the risk of poor quality or non-satisfaction of our Company's requirement that the Supply might present.

### **19-3- PROGRESS UNDERTAKING - IMPROVEMENTS**

The Supplier shall use its best efforts to devise improvements to the technical definition of the Supply, where relevant, in cooperation with our Company, as well as of its industrial process, and shall use its best efforts to seek to reduce the manufacturing cost and to improve the quality, including in terms of durability of the Supply. Any improvement must be approved by our Company before it is implemented.

### **19-4- SCOPE OF THE AGREEMENT**

19-4-1- These GCP, the PC and the OCD constitute the sole contractual document governing relations between the parties for the purpose stipulated in the Order and supersede any negotiation, commitment and written document made prior to the entry into force of the Order.

19-4-2- The Order may not be interpreted as :

constituting a de facto company, joint venture, agency, foundation or other association of any nature whatsoever between the Parties, each party being individually liable for its obligations as defined in the Order; and

allowing one of the parties, vis-à-vis third parties, to act or declare that it has the authority to act as an agent or representative, or through any other means, to commit or bind the other party to any obligation whatsoever.

## **19-5- SEVERABILITY**

Should any provision of the Order be, for any reason whatsoever, invalid or unenforceable, the remaining provisions shall not be affected by this invalid or unenforceable provision. Therefore the parties undertake to renegotiate the said invalid or unenforceable provision in order to restate the said provision as nearly as possible with the original intention of the parties in accordance with the governing laws.

## **19-6- AMENDMENTS**

Any amendments to an agreement between the parties must be in writing and shall only be valid with the express approval of both parties. The foregoing also applies to a waiver of this article.

## **19-7- WAIVER**

The fact that one of the parties, at any time, does not apply any of the provisions of the Order or does not request the application thereof by the other party shall not be considered as constituting a waiver of any such provision or of any another provision, or as affecting the validity of the Order or the right of each party to subsequently claim the application of the said provision or of the Order itself.

## **19-8- SECURITY – REGULATORY DOCUMENTS**

19-8-1- In the event of work to be carried out by the Supplier on any premises owned or leased by our Company, the Supplier undertakes to observe (i) the internal regulations in force within such premises and comply with (ii) the provisions of all applicable laws, rules, regulations regarding health and safety and relating to the works carried out in an establishment by an external company and (iii) the provisions of the convention on the rights of the child dated 20 November 1989 prohibiting the employment of children before the age of 15, the Supplier being liable for the compliance therewith by its own suppliers.

19-8-2- At our Company's request, the Supplier shall certify in writing its compliance with the foregoing.

19-8-3- Supplier has full liability to comply with such provisions and shall indemnify and hold harmless our Company from and against any liability claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to the Supplier's non compliance.

19-8-4- The compliance of the Supplier with (ii) the provisions of all applicable laws, rules, regulations regarding health and safety and relating to the works carried out in an establishment by an external company and (iii) the provisions of the convention on the rights of the child dated 20 November 1989 prohibiting the employment of children before age of 15 constitute an essential obligation of the parties.

19-8-5- The Supplier shall be solely and exclusively responsible for the supervision, training, management and compensation of all persons, including, without limitation, its employees, agents, and representatives, that participate under Supplier's direction, in the completion of the Order.

## **20- PROVISIONS APPLICABLE TO FRENCH LAW**

### **20-1- PRICE, INVOICING AND PAYMENT CONDITIONS**

20-1-1- Our Company reserves the right to set off against the Price of Supplies any amounts owed by the Supplier, for any reason and/or of any nature whatsoever, including any penalties and/or quality complaints.

20-1-2- If the Supplier claims penalties for late payment, these penalties shall be limited to an amount equivalent to that which would result from application of a rate equal to one and a half times the legal interest rate. These penalties shall be calculated on the overdue payments, without capitalization, per day of interest for delay, by application pro rata of the above-mentioned rate. Any clause in contradiction herewith is inapplicable.

20-1-3- The total amount of the late fees shall not exceed five per cent (5%) of the overdue principal amount. Any terms to the contrary shall be null and void.

## **20-2- SECURITY – REGULATORY DOCUMENTS**

20-2-1- In the event of work to be carried out by the Supplier on any premises owned or leased by our Company, the Supplier undertakes to observe the provisions of Decree 92-158 of 20 February 1992 relating to the works carried out in an establishment by an external company.

20-2-2- The Supplier shall send to our Company the documents referred to in Article R324-4 of the Employment Act. The affidavit set out in the said article must state that the employees of the Supplier who participate in the execution of the Orders shall be employed regularly in accordance with Articles L143.3, L143.5 and L620.3 of the said Act and that the Supplier shall observe the provisions of articles L324-14 and L341-6-4 of the said Act.

## **21- PROVISIONS APPLICABLE TO GERMAN LAW**

### **21-1- SCOPE OF APPLICATION**

The general conditions of sale of the Supplier are not applicable even if they were mentioned or referred to in the Acknowledgement of Receipt or elsewhere.

Total or partial acceptance of a delivery without written condition, or payment of the Supplies shall not constitute acceptance of the general conditions of sale of Supplier.

### **21-2- DELIVERY, EXECUTION, AND DELAYS**

In addition to provisions of Article 6-3: the Supplier has the right to prove that the prejudice was lower than the amount invoiced or that there was no prejudice. The amount of the late fees will be taken into account in the amount of any costs invoiced to Supplier resulting from delays in delivery.

### **21-3- ACCEPTANCE OF PRODUCTS**

Rejection: Notwithstanding the provisions of Article 651 BGB, the delivery of Products to be created or manufactured is submitted to the provisions of Article 640 BGB. Acceptance of such Products cannot occur without Reception.

### **21-4- ACCEPTANCE OF SERVICES**

Acceptance: Acceptance of such Services in accordance with Article 640 BGB cannot occur without Reception of such Services.

### **21-5- PRICE, INVOICING AND PAYMENT CONDITIONS**

21-5-1- Our Company may use any available retention right.

21-5-2- If the Supplier claims penalties for late payment, these penalties shall be limited to an amount equivalent to that which would result from application of the legal interest rate. Late payment shall not give rise to any indemnity or damages of any kind whatsoever.

### **21-6- - GUARANTEE FOR THE PRODUCTS : SCOPE OF THE GUARANTEE**

The recourse of our Company against the Supplier shall end not earlier than 2 months after the date of the claim of the end customer with regard to such defect and maximum 5 years after delivery of the Supplies to our Company.

### **21-7- GUARANTEE FOR THE SERVICES : SCOPE OF THE GUARANTEE**

Prescription for mending and improvement Services is of two (2) years.

Prescription for intellectual Services (studies, developments, etc.) is of three (3) years as from completion of such Services.

### **21-8- TRANSFER OF PROPERTY AND OF RISK**

Raw material, components and elements constituting the Supplies are within the hands of the Supplier for the account of our Company. The transfer of risk shall occur upon delivery and /or acceptance of Supplies by our Company.

### **21-9- MANUFACTURING CONFERRED ON A THIRD PARTY AND ASSIGNMENT TO THIRD PARTIES**

In case of extended reservation of title, the agreement mentioned in Article 19-1-2- is considered as granted.

### **21-10-TERMINATION**

Our Company reserves the right to terminate, in whole or in part, any Open Order, with immediate effect, in case of judicial event, such as receivership, liquidation, bankruptcy or insolvency of the Supplier, or distraint of any payment claims of our Company against the Supplier.

## **22- PROVISIONS APPLICABLE TO ENGLISH LAW**

## **22-1- PRICE, INVOICING AND PAYMENT CONDITIONS**

22-1-1- Where the Supplier claims penalties for late payment, these penalties shall be limited to an amount equivalent to that which would result from application of a rate equal to 1% above the base lending rate of the Bank of England. These penalties shall be calculated on the overdue payments, without capitalization, per day of interest for delay, by application pro rata of the above-mentioned rate. Any clause in contradiction herewith is inapplicable.

22-1-2- The total amount of the late fees shall not exceed five per cent (5%) of the overdue principal amount. Any terms to the contrary shall be null and void.

22-1-3- Nothing in these GCP shall operate to exclude either party's liability to the other for fraudulent misrepresentation.

## **23- PROVISIONS APPLICABLE TO U.S. LAW**

### **23-1- CONTRACTUAL DOCUMENTS**

In the event of a conflict between the terms of any invoice and the applicable PC or GCP, the applicable PC or GCP shall govern.

### **23-2- PRICE, INVOICING AND PAYMENT CONDITIONS**

23-2-1- If the Supplier has provided penalties for late payment ("Late Fees"), these penalties shall not exceed one and one-half (1.5) times the prime interest rate published by the REUTER page « USPRIME1 ». These Late Fees shall be calculated on the overdue payments, without compounding, per day of interest for delay, by application pro rata of the above-mentioned rate. Any clause in contradiction herewith is void.

23-2-2- The total amount of the late fees shall not exceed five per cent (5%) of the overdue principal amount. Any terms to the contrary shall be null and void.