

## GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

Ref: CGAB-EN -IP- 12/2016

### 1. SCOPE

1.1 These general terms and conditions of purchase ("GTCP") apply to the purchase of any materials, objects, products, components, software, and any related services ("Goods") offered or supplied by any supplier ("Vendor") to an entity directly or indirectly controlled by Prayon SA ("Purchaser"). The GTCP apply to any requests for estimates or orders ("Order") made by the Purchaser to the Vendor. The Purchaser shall not be responsible for any provision not contained in the GTCP, an Order or any other document to which it explicitly refers.

Orders shall comprise the following documents, ranked in order of priority: the order's special terms and conditions and clauses as well as their annexes (specifications, schedule, etc.), these terms and conditions and the technical specifications of the supplier's offer as approved by us.

1.2 Where certain provisions of these GTCP may not be applied for any reason whatsoever, all the other terms and conditions shall remain valid.

1.3 Where there is a contradiction or ambiguity between the terms of an Order and the GTCP, the terms of the Order shall prevail.

1.4 The Vendor shall acknowledge receipt of any written order within 8 days of receiving it by returning a copy of the order duly initialed, dated, and signed by a duly authorized representative. Once this period has elapsed, all orders shall be considered accepted.

### 2. PRICES – ESTIMATES – PAYMENT TERMS – INVOICING

2.1 The prices given in the Orders are firm and not subject to revision. They include any taxes (except for VAT or equivalent), contributions, insurance, customs fees and any other costs incurred by the Vendor in connection with the performance of the Order up to and including Delivery (as set out in these GTCP), any packaging, protection, clamping, and securing components as well as all the documents, accessories, equipment, and/or tools suited to and required for the full and functional use and maintenance of the Goods, including any payments for the use of any intellectual property rights, such as those of third parties.

2.2 Upon each Delivery, the Vendor shall send an invoice to the Purchaser. No invoice may refer to more than one Order. Unless stated otherwise by special provisions in the Order, invoices shall only be issued following delivery of the Goods. By default, invoices shall be sent to the following e-mail address: [cptelecincoming@prayon.com](mailto:cptelecincoming@prayon.com)

2.3 Unless otherwise stated in the special terms and conditions, invoices issued in due form shall be paid within 90 days of the end of the month of their receipt. The Purchaser reserves the right to offset the costs incurred through non-performance by the Vendor against the value of outstanding invoices, or to suspend payments if the Vendor does not completely meet its obligations under the Order.

2.4 Where an invoice is not rejected, this does not mean that it has been accepted. The payment of an invoice by itself does not constitute acceptance of the Goods' compliance with the Order.

### 3. SAFETY

The Vendor shall guarantee that the Goods do not pose a risk to health and safety or the environment when they are used and stored under the conditions normally applicable to the Goods. The Vendor shall provide information on the safety, use codes, and the Vendor's inspection notes or reports specifying the standard environmental and health and safety rules that must be met when handling, using, and storing the Goods, their waste, and losses of any kind. The Vendor shall guarantee that it, its contractors, employees, and officers comply with the regulations, thereby guaranteeing safe, methodical, and efficient operational management on the Purchaser's site, including the rules governing truck deliveries.

### 4. DELIVERY – TRANSFER OF OWNERSHIP – PACKAGING – TRANSPORT

4.1 The Goods shall be sold pursuant to DDP Incoterms 2010 at the delivery location indicated by the Purchaser or specified in the Order ("Delivery").

4.2 Ownership and the risk of each Delivery shall be transferred from the Vendor to the Purchaser in accordance with the terms of Article 4.1. The Vendor shall guarantee that it shall have ownership of the Goods until the

time of Delivery and shall deliver said Goods free of all collateral, ties, and commitments.

#### 4.3 Prior to Delivery:

(a) the Vendor shall check that the Goods comply with the specifications, quality, weight, and size stated in the Order, and check for any damage sustained by the Goods or their packaging;

(b) the Goods shall be packaged in such a way that they do not get damaged during transport or handling. Each batch shall be separately labeled in accordance with (i) the regulations in force, particularly in the case of hazardous materials; (ii) the Purchaser's reasonable instructions; (iii) the labels shall state the Purchaser's Order number, the Vendor's identification, the batch number, the delivery location, a description of the Goods, the weight and quantity; and (iv) all the information required for the proper assembly and receipt of the Goods.

(c) Slings and other handling accessories shall be provided with the Goods. Every delivery shall, on pain of rejection, be accompanied by a numbered and dated delivery note indicating the exact Order number, quantity and reference numbers of the items or products in question.

#### 4.4 Transport:

(a) The Vendor undertakes to take all necessary measures to guarantee the suitable transport of the Goods using all appropriate resources, equipment and accessories, where necessary with the help of experienced subcontractors or officers.

(b) Deadlines are mandatory. Where the Order is not delivered by the deadline specified in the Order or in any other document referring to the Order, the Purchaser may either terminate the Order at the Vendor's expense for the delay or automatically apply, as a penalty clause, a final deduction equivalent to 1% of the total value of the Order per week of delay, not to exceed 10%, and without prejudice to damages and interest paid in compensation for the prejudice suffered. Any event attributable to the Purchaser or which would constitute a case of force majeure and would be likely to result in a delay, shall be communicated to the Purchaser by registered letter and e-mail within 10 days on pain of forfeiture of the Vendor's right to apply for an extension of the delivery deadline.

The Purchaser may refuse partial or early Deliveries; in such cases the Purchaser may: (i) return the Goods or (ii) store them at the expense and risk of the Vendor.

(c) At the Purchaser's request, the Vendor shall remove all packaging from the Purchaser's premises following Delivery.

4.5 Where the Order specifies that the Goods shall be subject to tests following their Delivery to the Purchaser, the Delivery shall only be considered complete when the Purchaser is fully satisfied with the outcome of these tests.

4.6 The Vendor shall notify the Purchaser in writing, without delay and in detail, of any potential or actual risk or delay pertaining to the Delivery and the actions it shall take to limit their impact.

### 5. ACCEPTANCE – INSPECTION – MODIFICATION

5.1 Without prejudice to the provisions in Article 4.3, the Purchaser reserves the right to check the progress and performance of the Order and to undertake to inspect the Goods at the premises of the Vendor or the Vendor's subcontractors, or any other location during normal working hours, after providing reasonable notice. The Vendor shall guarantee and ensure that its subcontractors grant the Purchaser and its representatives free access to their premises during inspections.

5.2 The Vendor shall have set up and implemented a quality system in accordance with the ISO 9001 (2015) and TS 16949 (2009) standards or their equivalent depending on the nature of the Goods.

5.3 The Purchaser shall notify the Vendor without delay of any apparent defect in the Goods and may reject the faulty Goods within 28 days of Delivery, asking the Vendor to collect them at its own expense and risk.

5.4. The Vendor shall inform the Purchaser in writing, in advance, of any modification to the raw materials or source thereof, any change in formulation, production site, production method or process, packaging, or storage period, or any other change made to the Goods in accordance with the Order that could have an impact their quality or performance. These modifications shall be submitted the Purchaser for its written approval. Any modification to the Order requested by the Purchaser or proposed by



the Vendor may not be binding until the Purchaser confirms it by means of an amendment to the order.

## 6. TECHNICAL DOCUMENTATION

The Vendor shall, no later than Delivery, provide the Purchaser with all the technical documentation that is traditionally provided pertaining to the Goods and any other documentation useful to or required by the Purchaser. Said technical documentation is the property of the Purchaser and shall be considered an integral part of the Goods.

Where the Goods are covered by Regulation No. 1907/2006 of the European Parliament and of the Council of December 18, 2006 (or any later revision) on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), then the Vendor shall be solely responsible for performing its duties and obligations as required under this Regulation. The Vendor shall indemnify the Purchaser for expenses, costs, claims, or liability of any kind, direct or indirect, resulting from a failure by the Vendor to meet its duties and obligations as required under this Regulation. Where necessary, the Vendor undertakes to complete and return to the Purchaser the forms required by said Regulation.

Goods which do not meet all of the above requirements shall be considered non-compliant.

## 7. GUARANTEE – LIABILITY

7.1 The Vendor vouches that the Goods (a) comply with the agreed requirements and specifications, (b) are tailored to the specific end use communicated to the Vendor, (c) are free from defects in their design, materials and manufacturing and of any collateral, ties, or commitments, and (d) fully meet the requirements expected by the Purchaser and the standards in force.

7.2 The Vendor vouches that the Goods shall work properly for two years after they are commissioned.

7.3 Where the Goods do not live up to what has been promised, the Purchaser may: (a) reject them and ask the Vendor to repair them or deliver replacement Goods, at the Vendor's expense; (b) terminate the Order pursuant to the provisions in Article 12 (Termination), where the Vendor does not deliver replacement Goods or the repaired Goods within a reasonable period; (c) accept said Goods in return for a fair price reduction. The rejected Goods shall be collected by the Vendor, at its own risk and expense, no later than 30 days after the refusal to accept the Goods.

7.4 Where the Vendor does not replace or repair the Goods within a reasonable period, the Purchaser may repair or replace the Goods at the Vendor's expense.

7.5 All repaired or replaced Goods shall be subject to the provisions in this article and the warranty period specified herein shall be applied as of the date of said Delivery or repair.

7.6 The Vendor shall be liable for defects and other non-compliances with the Order, even in the event of the Goods being inspected, approved, or accepted.

7.7 The Vendor vouches that spare parts that could be ordered at a later date for the purpose of the Order shall remain available for 10 years as of the date of the Order.

## 8. FOOD HANDLING

The ordered Goods shall comply in all respects with Belgian, French, and European legal and regulatory requirements as well as the BRC (British Retail Consortium), IFS (International Food Standards) and ISO standards (including ISO 22000 and FSSC 22000) in force on the date of the Order, in particular those pertaining to health and safety, traceability, food safety, and food handling, including the documents necessary for operations (including the certificate of conformity and other supporting documents).

## 9. THIRD PARTY RIGHTS

9.1 The Vendor vouches that neither the Goods nor the sale thereof breach or violate third party rights. The Vendor shall hold the Purchaser harmless and indemnify the Purchaser for any lawsuits, damages, losses, and costs incurred as a result of the violation of third party rights. Where the Purchaser requests this, the Vendor shall, at its own expense, defend the Purchaser against these claims, lawsuits, and proceedings.

9.2 In the event that the Goods are subject to legal action or claims of violation of intellectual property rights, the Vendor shall, following consultation with the Purchaser, either obtain the right for the Purchaser

to use the Goods, or modify or replace the Goods to end said violation, without changing the Goods' compliance with the Order.

## 10. CONFIDENTIALITY – EXCLUSIVE PROPERTY RIGHTS

10.1 Any written information pertaining to the Goods sent by one of the parties to the other, the business of the disclosing party, forecasts, know-how, specifications, procedures, requirements, and other commercial or technical information and data disclosed in relation to the Order shall be treated as confidential and may not be disclosed to third parties without prior written consent from the other party. This information shall only be used for the purpose of performing the Order or preparing an offer or estimates for the Purchaser. Unless otherwise stated, the duty of confidentiality shall remain in force for an unlimited period as of the Delivery date.

10.2 The property rights and copyright relating to the designs, drawings, samples, and other documents supplied to the Vendors are the property of the Purchaser.

## 11. FORCE MAJEURE

The term "force majeure" refers to any unstoppable and unforeseeable cause outside of the control of the parties that hinders the full or partial performance of the Order. The fact of the performance of the Order being rendered unusually difficult or onerous does not constitute a case of force majeure.

To be considered eligible, the case of force majeure must be reported to the other party by e-mail or fax within 48 hours of the start of the event and confirmed immediately by letter.

Cases of force majeure include strikes, serious social unrest, accidents, fires, explosions, floods, rebellions, revolutions, wars, blockades, embargos, export or import bans, or any other act by a government or public authority, and serious accidents at industrial facilities that stop their operation.

The party invoking force majeure shall endeavor to limit the impact thereof on the performance of the Order and shall resume such performance once the force majeure event has ceased.

Where, as a result of this force majeure event, the Order cannot be performed within a reasonable period, either party may terminate the Order without compensation.

The Vendor affected by a reported case of force majeure as stated above may only be released from obligations pertaining to deadlines and insofar as they are directly affected by the case of force majeure.

## 12. TERMINATION

12.1 The Purchaser may suspend the performance of the Order for a period laid down by the Purchaser or terminate all or some thereof, without providing justification, by notifying the Vendor with fourteen days' notice. In such cases, the Purchaser shall pay the reasonable costs incurred by the Vendor up to the time of the termination or cancellation.

12.2 Where one party does not comply with one of the Order's obligations, the other party shall have the right to terminate, immediately and without liability, all or some of the Order and demand reimbursement from the defaulting party of all amounts pertaining to the termination, including amounts paid in the context of the Order.

## 13. INSURANCE

The Vendor shall take out and maintain in force all insurance policies required to cover its liability under the Order. The Vendor shall provide any documentary proof certifying that such insurance policies have been taken out.

## 14. SUBCONTRACTING

The Vendor may not subcontract all or some of its obligations to a third party without the prior written consent of the Purchaser. This consent may not be withheld without a valid reason. The Vendor is liable for its subcontractors' acts and omissions and shall indemnify the Purchaser for any losses or damage sustained by the Purchaser as a result of the acts or omissions of the Vendor's subcontractors.

## 15. ASSIGNMENT AND TRANSFER

The parties shall not assign or transfer their rights and/or obligations (including those of receiving payment) without the prior written consent of the other party. This consent may not be withheld without a valid reason.

## 16. ASSIGNMENT OF JURISDICTION – APPLICABLE LAW

16.1 The Order is governed by and interpreted exclusively in accordance with the law prevailing at the site of the Purchaser's headquarters. The United Nations Convention on the law applicable to Contracts for the International Sale of Goods of 1980 is not applicable.

16.2 Any dispute arising from this Order shall be settled by the Courts whose jurisdiction covers the site of the Purchaser's headquarters. However, the Purchaser reserves the exclusive right to bring any dispute involving the Vendor before the Courts with jurisdiction at the site of the Vendor's headquarters or before the Courts with jurisdiction at the Goods delivery location.

## 17. LEGAL COMPLIANCE AND ANTI-CORRUPTION PROVISIONS

### 17.1 Compliance with the Law

Each party must comply with, and ensure that its managers, members, employees, contractors, subcontractors, suppliers, or officers ("Personnel") comply with all applicable Laws, including those on corruption, money laundering, the payment of bribes, tax evasion, economic sanctions, permissions and restrictions pertaining to chemical substances, and health and safety and must not engage in or force others to engage in illegal or illicit activities.

### 17.2 Corruption

Each party guarantees that it (i) has not paid, (ii) has not committed to pay, and (iii) shall not pay directly or via its Personnel or entities acting on its behalf any commission, facilitation payment, or incentive in relation to the Order.

### 17.3 Fraud

The Parties shall take the necessary measures in accordance with good industrial practice to prevent any fraudulent activity in relation to the Order, whether conducted by them or by their personnel, or managers, members, employees, contractors, subcontractors, suppliers, or officers among their Personnel.

### 17.4 Internal control, record keeping and audit rights

17.4.1 The Vendor shall maintain, and ensure that its Personnel maintains, the appropriate procedures and internal controls to ensure compliance with the rules of Article 17 of these GTCP, including the procedures for accurately reporting and recording the appropriate transactions in its books and records.

17.4.2 The Vendor shall keep, and ensure that its Personnel keeps, all records, invoices and information pertaining to the Order ("Records") for ten (10) years as of the termination or performance of the Order. The Vendor shall provide the Purchaser with originals of the Records upon request. The Purchaser may reproduce and keep copies of any Records.

17.4.3 The Purchaser may control or audit the Vendor's compliance with Article 17 of these GTCP at any time during the performance of the Contract and for ten (10) years after its termination or performance. In the context of controls or audits, the Vendor shall (i) provide the Purchaser (or its representatives) with access to its premises and Records (or those of its Personnel), and (ii) allow the Purchaser (or its representatives) to interview the Vendor's Personnel, at the Purchaser's request. The Vendor shall apply the recommendations emerging from such controls or audits within the deadlines specified by the Purchaser.

### 17.5 Compensation from the Vendor and risk

17.5.1 The Vendor shall compensate the Purchaser and its subsidiaries and associated companies, as well as their Personnel, for any liability, losses, damages, prejudice, costs, claims, fines, and penalties arising from a violation by the Vendor of its obligations, guarantees or commitments under Article 16 of these GTCP, and defend and release them therefrom.

### 17.6 Vendor's responsibility

Nothing, in Clause 17 of these GTCP, limits or excludes any obligation or responsibility imposed by Law on the Vendor or its Personnel and/or managers, members, employees, contractors, subcontractors, suppliers or officers of their Personnel.

## 18. LANGUAGE

These terms and conditions and any relevant correspondence as well as the

supplied documentation shall be drawn up in French. English and Dutch translations are available on the Purchaser's website. In case of any contradiction between the versions, the French version shall prevail.