

## **GENERAL PURCHASING CONDITIONS Group CITELE**

ANY ACCEPTANCE OF ORDERS IMPLIES UNRESERVED ADHERENCE TO THESE GENERAL PURCHASE CONDITIONS NOTWITHSTANDING ANY CONTRACTING PROVISIONS FROM THE SUPPLIER

1 - ACKNOWLEDGMENT OF RECEIPT : The Supplier must acknowledge receipt of this purchase order within eight days.

2 - OPEN ORDER : Some products which the consumption is repeated are the subject of an open order which defines the product, the place of delivery, the price, the purchasing conditions (transport, packaging, etc.), and, purely as an indication, the overall forecast quantities for a determined period. The delivery dates and the quantities to be delivered are then fixed by calls or delivery programs. The period of validity of an open order is not limited. This can be supplemented annually by a provisional delivery program which provides, as an indication, the provisional quantities for the coming year. The Supplier must limit its commitments (including safety stock) to the quantities expressed within the framework of our delivery orders.

3 - QUANTITIES : The quantities requested in the framework of purchase orders, delivery orders, or timing statements must be respected. Any excess is returned freight collect.

4 - DEADLINES : The delivery times stipulated by our Company extends to goods returned to our Factories or Services. These deadlines, based on our manufacturing programs, must be strictly applied, but can be modified according to our needs. Any incident likely to compromise the on-time delivery must be immediately reported to us. Any order or part of an order that is not delivered on the indicated dates may be terminated automatically by registered letter. In the event of delay, rapid shipment may be required at the Supplier's expense. No early delivery will be accepted without our prior agreement.

5 - DELIVERIES : Unless stipulated otherwise, our purchase orders are to be delivered "returned" to our Factories or Services, all expenses paid until the place of delivery indicated on the purchase order form. For the purposes of the present conditions, delivery is deemed to take place at the time of arrival at destination in our factories of the goods and supplies ordered. The transfer of risk takes place upon delivery to our factories, stores or services. Any shipment must be announced by a detailed slip including in particular: our references (including address and brand of the Factory or Service indicated on the purchase order), the brand of the packages and the value of the returnable packaging, if applicable.

6 - PACKAGING : Each package must bear the address and brand of the Factory or Department indicated on the purchase order. The goods ordered at right will be packaged and shipped by the Supplier, in accordance with the Buyer's instructions and general commercial practice in order to ensure that no damage will be caused by weather and transport conditions, and the cost of this will be included in the price of the goods unless otherwise agreed between the Supplier and the Buyer, as specified on the place of this order.

7 - RECEPTION : All final reception operations take place in our factories. The Supplier shall not regard our signature or stamp of release as a final acceptance. Non-compliant or defective supplies are returned freight collect to the Supplier who will therefore be liable for their own amount. The Supplier shall ensure at our option and at its own expense as soon as possible, or the replacement of said supplies or all the work and products necessary to make this supply suitable for the use for which it is intended, all without prejudice to any rights to claim damages.

8 - RESERVE OF OWNERSHIP : The Supplier agrees to waive any retention of ownership for its benefit. Any such clause which may appear in the general conditions of sale or in other documents of the Supplier will be considered null and void.

9 - ASSEMBLIES - PLANS : The samples, models, plans, gauges and tooling made available to our Suppliers remain our property: those manufactured at our request by our Suppliers for the execution of our purchase orders become our property upon completion and we are invoiced: Both must be attached to the cash balance of the purchase order. Their maintenance and repair are the responsibility of the Supplier. The Supplier is responsible for the tools referred to above and will bear all the damage that they may cause or that they may suffer from, including in the event of force majeure. He must insure these tools, for their real value, on our behalf at his expense, in particular against the risks of fire, explosion, electrical damage, theft. The Supplier must take all the necessary measures regarding third parties to make our property rights over these goods enforceable, in particular by marking or property plates, or by any other means which clearly prove the said rights. No part must be executed by the Supplier on behalf of a third party according to our plans, tools and models without our prior written consent. The Supplier makes all declarations to the tax authorities for the purpose of paying himself the taxes and duties relating to the use of the tools made available to him, and, in particular, the current or future local direct taxes for which he would thereby be liable.

10 - INVOICES : Invoices will be sent in triplicate within 48 hours of dispatch. They imperatively recall our references, the shipping method, the brand of the packages and the designation of the corresponding packing slip. Each invoice must correspond to a single packing slip.

11 - PAYMENT : Unless otherwise indicated from us, the payment of invoices will be made depending on our choice, by check or by bank transfer: - either within 45 days of the end of the month or 60 days from the date of issue of the invoice.

12 - GUARANTEE : The Supplier guarantees our Company against all the consequences of hidden defects for all of its supplies. In the event that one of these is proven to be defective after delivery of our products, the Supplier undertakes the alignment of its guarantee and compensation conditions with those to which our Company is itself bounded with regards to its own customers, without prejudice of any other costs or sums of payments which have been caused directly by this defective supply.

13 - INDUSTRIAL PROPERTY : The Supplier guarantees us against all claims, of third parties in terms of industrial property rights for all its supplies, to our Company. In the event of an amicable or legal claim from a third party, the Supplier must immediately replace us and defend in our stead, as agreed upon that any sums whatsoever that may be disbursed by our Company for costs and fees or even for damages paid following convictions, we would be fully reimbursed by the Supplier. The Supplier is required to keep all information provided secret. He undertakes to take all the necessary steps to prevent its disclosure. The drawings, documents, plans, models and samples communicated to the Supplier or of which the supplier was aware of are and remain our exclusive property.

14 - ADVERTISING : Under no circumstances, and in any form whatsoever, our purchase orders can not result in direct or indirect advertising.

15 - RIGHT OF PUBLICITY : Unless expressly notified in writing, the Supplier authorises the Citele Group and its entities to mention its name, logo and product images (catalog or in use on site) on their communication media and commercial documentation (websites, commercial presentations (print or digital), social networks, videos, flyers etc. ...)

16 - DATA PROTECTION : The Citele Group undertakes to do everything in its power to protect the Supplier's data, and to comply with the European data protection regulation (EU) 2016/679 of the European Parliament and of the Council of 04/27/2016, applicable from 05/25/2018. The use of data collected from the Supplier is limited to the strict framework of the activities (internal or outsourced) of the Group and its entities, without it being able to be ceded to any third party. In accordance with

the amended Data Protection Act of 06/01/1978, the Supplier may exercise his right of access to his personal data, requesting its rectification or erasure.

17 - ADMINISTRATIVE DOCUMENTS : The exporting Supplier must, at our request, send us the original certificates and more generally, any administrative documents that we deem necessary.

18 - CANCELLATION AND TERMINATION : We reserve the right to cancel and terminate in whole or partly as of right and without compensation, orders, delivery orders or timing elements, by registered letter, if the Supplier refuses or is in the inability to fulfill its obligations in accordance with our specifications expressed in writing.

19 - JURISDICTION - APPLICABLE LAW : The parties will endeavour to settle amicably all disputes relating to the interpretation or execution of this purchase order. In the absence of an amicable arrangement, the Courts of Belfort will have sole jurisdiction even in the event of a guarantee appeal or multiple defendants. However, we reserve the right, at our discretion, to take action, if necessary, in the court of the place of the Supplier's headquarters. French law will be the only one applicable.

20 - INSPECTIONS / CONTROLS : In order that the quality of the Seller's work, the conformity with the Buyer's specifications, and the Seller's compliance with the commitments made under the purchase Order can be verified: (a) all goods, materials and services having any link with the Goods and Services (including in particular raw materials, spare parts, intermediate assemblies, work in progress, tools and finished products) may be inspected and tested by the Buyer, the End Customer or his representative and / or the regulatory authorities, subject to compliance with a negotiated notice, at any time and in any place, including the places of manufacturing of the Goods or of performance of the Services, whether these places are found at the Seller, its Suppliers or in any other place; (b) Seller's books and records relating to this purchase Order may be inspected by the Buyer, if a negotiated notice is provided. In the case of the making of products from a material supplied by the Buyer, the seller may in no case substitute it with a material from its supply. When a qualification of the manufacturing process has been carried out, this manufacturing process, as it is been validated, must be respected (manufacturing means, machining programs, tools used for production and control, etc.). Any proposal of any change must be communicated to the Buyer who will inform the seller as soon as possible of the need or not to proceed with a new total or partial qualification. In the event of non-compliance, the Seller will inform the Buyer as soon as possible. No repair can be undertaken without the agreement of the Buyer. No non-conforming product may be delivered to the Buyer before the latter has given his written consent. After agreement, the products accepted as an exemption, with or without retouching, must be identified so that they cannot be mistaken for compliant products.

21 – SUBCONTRACTING : The Seller may subcontract the execution of one part of the purchase Order, provided that the Buyer has previously given his agreement to the subcontractor and his written agreement on the choice of the subcontractor. Any subcontractor of the Seller will be bound by the terms hereof.

22 - OTHERS : Any clause having the effect of delaying the transfer of ownership will be considered as unwritten and unenforceable against our Company. Any clause of these conditions which would become null either following a subsequent change in legislation or regulations, or by the effect of a court's decision rendered against our Company, will simply be deemed unwritten, the other legal provisions remain in full force.

Last updated January 15, 2020