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## **GENERAL PURCHASE CONDITION**

### **1. SCOPE OF APPLICATION**

1.1 These General Purchasing Conditions ("GPC") apply to the purchase of any materials, items, products, components, software and any related services ("Goods") from a supplier ("The Seller") by an entity directly or indirectly controlled by our Company ("The Buyer"). These GPC form an integral part of any order, request, accepted quotation or offer ("Order") transmitted by the Buyer to the Seller in writing. Only these GPC, the provisions of the Order and any documents incorporated by reference in the Order are binding on the Buyer.

1.2 If any term of these GPC is unenforceable for any reason, the other terms and conditions will not be affected.

1.3 If there is a discrepancy or ambiguity between the conditions in an Order and these GPC, the conditions in the Order will prevail.

### **2. PRICES - QUOTATION - CONDITIONS OF PAYMENT - INVOICING**

2.1 All prices in the Order are fixed and not subject to revision. They are inclusive of all taxes (except VAT), contributions, insurances and all other costs incurred by the Seller in performing the Order up to and including Delivery (as defined in these GPC), all packing, protecting, lashing and anchoring materials and all documents, accessories, devices and/or tools necessary to ensure complete and functional use and

maintenance of the Goods and are inclusive of all payments for the use of any intellectual property rights, including those of third parties.

2.2 After each Delivery, the Seller must issue a commercial invoice to the Buyer in a form reasonably acceptable to the Buyer. No invoice may relate to more than one Order.

2.3 Amounts due under a Seller's invoice must be paid by the deadline stated on the Order. The Buyer may set-off costs it incurs by the Seller's default against outstanding invoices or may withhold payment if the Seller fails to fully perform its obligations under the Order.

2.4 The failure of the Buyer to reject an invoice is not acceptance of it. Payment of an invoice does not, of itself, mean that the Buyer agrees that the Goods comply with the Order.

### **3. SAFETY**

The Seller warrants that the Goods do not constitute a hazard to health, safety or the environment, provided that they are handled, used and stored in accordance with normally accepted working practices applicable to the Goods. The Seller must provide safety data sheets, relevant codes of practice and factory inspectorates specifying the required hygiene, safety and environmental standards for handling, processing and storing the Goods, their by-products and waste of any sort. The Seller warrants that it and its

contractors, employees and agents will comply with the rules and policies for the safe, orderly and efficient conduct of operations on the Buyer's premises, including any rules governing truck deliveries.

### **4. DELIVERY - TRANSFER OF TITLE - PACKAGING - TRANSPORTATION**

4.1 The Goods must be

delivered DDP Incoterms 2010 to the delivery point specified by the Buyer in the Order ("Delivery").

4.2 Transfer of risk and title in each shipment of Goods pass from the Seller to the Buyer when the Goods are delivered in accordance with article 4.1. The Seller warrants that at the time of Delivery it will have good title to the Goods and will deliver them free and clear of all liens, claims and encumbrances.

4.3 Before Delivery:

(a) - the Seller must inspect the Goods for compliance with the specifications, quality, weight, and physical dimensions stated in the Order, as well as for any damage to the Goods or their packaging.

(b) - the Goods must be packed so that they will not be damaged during transportation or handling. All items must be properly marked: (i) according to applicable rules, especially in the case of hazardous goods; (ii) according to the Buyer's reasonable instructions; (iii) setting out the Buyer's Order



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number, the Seller's identification, item number, place of Delivery, item description, weight and quantity; and (iv) with all markings required for proper Delivery and assembly.

(c) - Sling and handling points must be provided with the Goods.

#### 4.3 Transportation:

(a) - The Seller must deliver the Goods by all appropriate means and using appropriate equipment and accessories with the assistance of competent and solvent agents or subcontractors, where necessary.

(b) - If the Order is not performed within the time stated in the Order, or other document incorporated by reference into the Order, the Buyer may either cancel the Order and claim damages from the Seller, or accept Delivery. The Buyer may refuse partial or early Deliveries, and in such cases may: (i) return the Goods; or (ii) store them, at the Seller's expense and risk.

(c) - If the Buyer so requests, the Seller must remove all packaging material from the Buyer's premises after Delivery.

4.4 The Seller must notify the Buyer in writing, without delay, of full details of any potential or actual delay to Delivery and the Seller's recovery plan.

#### 5. ACCEPTANCE - INSPECTION

5.1 Without prejudice to the provisions of article 4.3, the Buyer may verify the progress and proper performance of the

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Order and inspect the Goods at the Seller's or its subcontractors' premises or elsewhere during normal working hours and upon reasonable notice. The Seller must provide, and cause its subcontractors to provide, the Buyer and its representatives with such reasonable access to the its premises as required for these inspections.

5.2 The Seller must have an established and implemented quality system in accordance with ISO 9001 (2015) and/or IATF 16949 (2016), or their equivalent, depending on the nature of the Goods.

5.3 The Buyer must notify without delay the Seller on regard of any apparent/ hidden defects of the Goods and may reject the Goods with apparent/ hidden defects within 28 days of Delivery and request the Seller to collect them at its expense and risk. The Buyer will acknowledge the Seller about the hidden defects of the delivered Goods, within the term provided by law, and in case the defects appear gradually, from the date when the Buyer realized the severity and the size of the defects.

#### 6. TECHNICAL DOCUMENTATION

No later than the date of Delivery, the Seller must deliver to the Buyer all technical documentation relating to the Goods and any other supporting documentation customarily supplied with the Goods or reasonably requested by the Buyer. Such technical

documentation is the Buyer's property and is considered an integral part of the Goods.

#### 7. WARRANTY - LIABILITY

7.1 The Seller warrants that the Goods:

- (a) conform with all agreed specifications and requirements;
- (b) are fit for the purpose(s) made known to the Seller;
- (c) are free from defects in design, materials and workmanship, and any security interest, lien or encumbrance; and
- (d) comply with all applicable statutory requirements and standards.

7.2 The Seller warrants due performance of the Goods for a period of 2 years after they are put into service.

7.3 If Goods are not as warranted, the Buyer may:

- (a) reject the Goods and require Delivery of replacement or repaired Goods, all at the Seller's expense
- (b) rescind the Order according to the provisions of article 11 (Termination);
- (c) accept the Goods with an equitable reduction in price.

The Seller must remove rejected Goods from the Buyer's premises no later than 30 days after their rejection, at the Seller's risk and expense.

7.4 If the Seller fails to deliver replacement or repaired Goods promptly, the Buyer may replace or repair the Goods at the Seller's expense.

7.5 Any Goods repaired or replaced are subject to the provisions of this article 7 and



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the warranty period in it will start again from the date of Delivery or repair.

7.6 The Seller is responsible for defects or other failures to meet the requirements of the Order, regardless of any inspection, approval or acceptance of Goods.

#### **8. THIRD PARTY RIGHTS**

8.1 The Seller warrants that neither the Goods nor their sale infringes or violates any third party rights. The Seller indemnifies and holds harmless the Buyer against all claims, damages, loss or expense arising out of any infringement of third party rights. The Seller must, at its own expense if so requested by the Buyer, defend the Buyer against all such claims.

8.2 If the Goods become the subject of claims of infringement of third party rights, the Seller must, after consultation with the Buyer, either obtain the right for the Buyer to use the Goods or modify or replace the Goods to remove the infringement, without prejudice to the Goods' compliance with the Order.

#### **9. NON-DISCLOSURE - PROPRIETARY RIGHTS**

9.1 All written information concerning the Goods supplied by either party to the other, the disclosing party's business, forecasts, know how, specifications, procedures and all technical and commercial information, documents and data disclosed in connection with an Order must be treated as confidential and must not be

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disclosed to third parties without the disclosing party's prior written consent. Such information must be used exclusively for the performance of the Order, or for the purpose of preparing offers or quotations for the Buyer. The obligations in this article 9 will remain in force for 3 years from the date of Delivery.

9.2 The rights of ownership and the intellectual property rights in any designs, drawings, samples and documents delivered by the Buyer to the Seller remain with the Buyer.

#### **10. FORCE MAJEURE**

10.1 Neither Party is liable for delay or failure in performing all or part of the Order, to the extent that its performance has been prevented, delayed or hindered due an event beyond it's reasonable control, which could not have been reasonably foreseen on the date of the Order, nor can reasonably be avoided; including but not limited to general strikes, epidemics, floods, earthquakes, war, embargo and civil unrest (each certified by the relevant Chamber of Commerce as "Force Majeure"). Force Majeure does not include any strike, lockout or other labour dispute initiated by, or involving only, workers or employees within either Party's organisation.

10.2 A Party claiming Force Majeure must provide evidence to the other Party and a notice that its performance has been or may be prevented or delayed within 5 days of its occurrence.

10.3 If the effects of Force Majeure last 3 months or less, the Goods affected must be delivered within 6 months after the effects of Force Majeure have ceased to exist.

10.4 If the effects of Force Majeure last longer than 3 months, any Party may cancel the concerned Order with a prior notice of 28 days. In case the cancellation does not intervene, any affected Goods must be delivered within 12 months after the effects of Force Majeure have ceased to exist.

10.5 The Party claiming Force Majeure must notify the other Party within 5 days since the Force Majeure effects cease to exist.

10.6 If the Seller claims Force Majeure, the Buyer may obtain Goods from alternative sources, case in which he is relieved of his obligation to buy Goods from the Seller.

#### **11. SUSPENSION/ UNILATERAL DENUNCIATION/ TERMINATION**

11.1 The Buyer may suspend the execution of the Order for a period determined by the Buyer, or may unilateral denounce the Order, wholly or partly, without cause, by giving the Seller 14 days' prior written notice. In such cases, the Buyer must pay all reasonable direct costs properly incurred by the Seller up to the time of suspension or denunciation.

11.2 If a party breaches the obligation provided by the Order, the other party may terminate the Order without any



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further liability or obligation with immediate effect and shall recover from the breaching party all direct costs relating to the termination including recovery of any amounts paid under the Order.

#### **12. INSURANCE**

The Seller must take out and maintain in force all insurance policies necessary to cover its liability under the Order. The Seller must provide the Buyer with evidence of such insurance.

#### **13. SUBCONTRACTING**

The Seller must not sub-contract any part of its obligations to third parties without the prior written consent of the Buyer. Such consent may not be unreasonably withheld or delayed. Any sub-contracting is at the Seller's sole expense and risk. The Seller is liable for the acts and omission of its sub-contractors and must indemnify the Buyer against any loss or damage suffered by the Buyer arising from any act or omission of its sub-contractors.

#### **14. ASSIGNMENT**

Neither party may assign or transfer its rights and/or obligations under the Order (including the right to receive payment) without the other party's prior written consent. Such consent may not be unreasonably withheld or delayed.

#### **15. JURISDICTION – APPLICABLE LAW**

15.1 This Order is governed by and construed exclusively in

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accordance with the substantive laws of the Buyer's place of incorporation. The UN Convention on Contracts for the International Sale of Goods of 1980 does not apply to the Order.

15.2 Any disputes arising out of or in connection with the Order must be settled by the competent Courts of the Buyer's place of incorporation, but the Buyer reserves the right to bring any dispute before the Courts having jurisdiction over the Goods, the Seller or its assets.

#### **16. COMPLIANCE WITH LAW & COMPANY'S POLICIES**

##### **16.1 Compliance with Law**

Each Party must comply, and must ensure that its directors, officers, employees, contractors, sub-contractors, suppliers and agents (Personnel) comply, with all applicable Laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, economic sanctions, the registration, evaluation, authorisation and restriction of chemicals (REACH), health and safety and must not undertake or cause to be undertaken any activity that is illegal or unlawful.

##### **16.2 Corruption**

Each Party warrants that it (i) has not paid, (ii) has not agreed to pay, and (iii) will not pay directly or through its Personnel or any entities acting on its behalf, any commission, facilitation

payments or inducement in connection with the Agreement.

##### **16.3 Fraud**

The Parties must take all necessary steps in accordance with good industry practice, to prevent any fraudulent activity, in relation to the Agreement, by either of them or their Personnel or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of their Personnel.

##### **16.4 Internal controls, record keeping and audit rights**

16.4.1 The Seller must maintain, and ensure that its Personnel maintain, adequate internal controls and procedures to assure compliance with this clause 16, including procedures to accurately record and report all relevant transactions in its books and records.

16.4.2 The Seller must retain, and ensure that its Personnel retain, all records, invoices and information related to the Agreement (Records) for five (5) years after termination of the Agreement. The Seller must provide the Buyer with originals of any Records, on request. The Buyer may reproduce and retain copies of any Records.

16.4.3 The Buyer may monitor or audit the Seller's compliance with this clause 16 at any time while the Agreement is in force and within five (5) years of its termination. In the course of such monitoring or auditing, the



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Seller must (i) provide the Buyer (or its authorised representative) with access to its premises and Records) and (ii) permit the Buyer (or its authorised representative) to interview the Seller's Personnel, upon the Buyer's request. The Seller must implement recommendations arising from such monitoring or auditing within the deadline(s) prescribed by the Buyer.

### **16.5 Seller's indemnity and risk**

16.5.1 The Seller indemnifies, defends, and holds harmless the Buyer, and its affiliates and associated companies, and its and their Personnel from and against all liabilities, losses, damages, injuries, costs, expenses, actions, proceedings, claims, demands, fines and penalties arising out of the Seller's breach of its obligations, warranties or undertakings in this clause 16.

16.5.2 In case the Seller or its Personnel must enter the Buyer's property, this will be done in compliance with the access rules as well as with the Buyer's health & safety rules.

### **16.6 Seller's liability**

Nothing in this clause 16 limits or excludes any obligation or liability imposed by Law on the Seller or its Personnel and/or the directors, officers, employees, contractors, sub-contractors, suppliers or agents of its Personnel.