



General Terms and Conditions of Purchase

Table of Contents:

1) DEFINITIONS, CONTRACTUAL DOCUMENTS, AND OBLIGATIONS OF THE 2 PARTIES	P.1
2) ACKNOWLEDGEMENT OF RECEIPT	P.2
3) PRICE.....	P.2
4) DELIVERY TERMS AND CONDITIONS.....	P.3
5) BILLING AND PAYMENT.....	P.4
6) QUALITY ASSURANCE.....	P.4
7) RESPONSABILITIES OF THE SUPPLIER.....	P.4
8) WARRANTY.....	P.5
9) INDUSTRIAL PROPERTY.....	P.5
10) CONFIDENTIALITY	P.5
11) APPLICABLE LAW – JURISDICTION	P.5

1. : **DEFINITIONS AND CONTRACTUAL DOCUMENTS GTCS:** refers to the General Terms and Conditions of Sale contained in this document, as well as any documents related to or referenced herein.

Supplies: products, raw materials, packaging, or services ordered from the **Supplier** by **SPMI**

Parties: **SPMI (SASIC/SADEX/SICAB)** and the **Supplier**.

Site: the **SPMI** or Third-Party establishment mentioned in the Order where the delivery of the Supplies will be made.

Special Terms and Conditions (“STC”): indicates separate general terms and conditions, including their Annexes, which contain requirements specific to a special product, local market, or delivery requirements (if any). Special Terms and Conditions apply in accordance with the respective Order and are binding for both the Client and the **Supplier**.

Defect: refers to material and legal defects. The Products and/or Services are considered to contain a material defect if they fail to comply with the agreed quality or specifications, (2) are unsuitable for the use provided for in the Agreement, or (3) if they are unsuitable for normal use or if their quality is not normal in comparison with other products of the same kind in the event that the level of quality and/or intended use has not been expressly or implicitly agreed. Notwithstanding the general nature of the foregoing, the delivery of another type of product by the **Supplier** or of an item of less value than that of the agreed Products and/or Services is equivalent to a material defect.

Equipment: refers to accessory products, including but not limited to samples, models, prototypes, gauges, and tools produced or provided by the **Supplier** for the production of the Product or Service covered by the Agreement.

All Orders, and any modifications thereto, must be written and result in the issuance of a Purchase Order. Under no circumstances may the **Supplier** take advantage of a tacit agreement from **SPMI**. **SPMI** shall only be contractually bound by documents signed by a person with the necessary authorization and position to do so.

The **Supplier** agrees to ensure that the Supplies to be delivered are produced in accordance with the laws, regulations, and standards concerning health, safety, environmental protection, and labour law in force in each of each of the countries involved in their production. In particular, in France, the **Supplier** undertakes to comply with the regulations relating to the prohibition of illicit or clandestine work and to provide **SPMI**, upon the first request of the latter, with the documents required by legal and regulatory provisions attesting that the **Supplier's** workers are legally employed. Additionally, when conducting its business the **Supplier** shall adopt the ethical rules set out in the United Nations Global Compact relating to human rights, labour standards, the environment, and the fight against corruption, as well as those contained in the **SPMI** Code of Ethics. The **Supplier** undertakes to comply with the obligations established in the REACH regulation (EC No. 1907/2006), insofar as this applies to the supplies covered by the Order, in particular with regard to prior registration, registration, and authorization requests relating to the substances contained in the said supplies, as well as the provisions of the ROHS Directive.

2. : ACKNOWLEDGEMENT OF RECEIPT

An Order only becomes final once **SPMI** has received acknowledgement of receipt of the Order within a maximum period of 5 business days, without any modifications or deletions and bearing the date and the **Supplier's** business stamp. Any other documents attached to the acknowledgement of receipt shall be deemed void and unwritten. If the acknowledgement of receipt is not received within time period indicated above, the Order will be considered accepted by the **Supplier**.

SPMI has the right to modify or cancel the Order until it is confirmed by the **Supplier**. **SPMI** must be informed as soon as possible of any price or schedule changes resulting from the requested modifications.

Orders accepted by the **Supplier** represent a final and binding agreement on its part and imply its adherence to these General Terms and Conditions of Sale, unless written reservations have been made and formally accepted by **SPMI**.

3. : PRICE

Unless otherwise agreed, the price of the Order is always final and binding. Any packing or service instructions must be indicated on the **Supplier's** delivery slips to be accepted by **SPMI**. No additional costs, expenses, or fees of any kind will be applied unless expressly agreed between the Parties.

Orders do not give rise to any systematic payment of advances (neither deposits nor down payments), unless expressly stipulated in the Order or in the special terms and conditions.

4. : DELIVERY TERMS AND CONDITIONS

4.1 Deadlines

The delivery date is imperative and applies to any Supplies sent to the place of delivery indicated in the Order.

The **Supplier** must immediately inform **SPMI** in writing of any delay, regardless of the reason, occurring during the execution of the Order, specifying its probable duration and consequences on the delivery deadlines.

Deadlines are strict, essential, and determining conditions of **SPMI's** consent, and the **Supplier** will be fully responsible for any delivery delays and will therefore bear any resulting harmful consequences, whether direct or indirect, notwithstanding **SPMI's** right to cancel the Order in question without the need for such termination

to be ordered by a court, or to contact any Party it sees fit in order to obtain the Supplies covered by the Order in question if the failure continues for more than a month. In the latter case, any additional costs and the expenses incurred for the new purchase shall be borne by the defaulting **Supplier**.

In the event of a delay in one of the contractual deadlines stipulated in the Order, **SPMI** is entitled to invoice penalties equal to 1% of the price of the batch of late Supplies per working day of delay. These costs are capped at 10% of the amount of the Order, provided that **SPMI** is not subject to any financial penalties from its customers.

4.2 Packaging

Any specific packaging instruction must be indicated on the **Supplier's** delivery notes in order to be accepted by **SPMI**. Invoicing for packaging will only be accepted if expressly provided for in the Order.

4.3 Shipments

Unless otherwise indicated in the Order, shipments are made **delivery duty paid** at the designated delivery site. (DDP)

Deliveries must be made to the address indicated in the Order. The goods must contain labels bearing the **SPMI** order number, the name of the **Supplier**, the description of the items, the quantity, and the **Supplier's** batch number.

All deliveries of the Supplies must be accompanied by a delivery slip which specifies:

- the order number,
- the shipping method,
- the receiving Site,
- a description of the shipped goods and their mass,
- the references and quantity of control units for each product or item,
- the net and gross unit weight of each product,
- the exact dimensions (WxHxD) and the volume of each package, per grouping unit or pallet.
- In the case of deliveries of several items in several boxes, a "packing list" will be provided.

The **Supplier** is responsible for packaging the Supplies for shipment, and such packaging must provide effective and adequate protection in order to fully preserve the quality of the aforementioned Supplies until they have reached the place of delivery.

4.4. Receipt

Receipt implies acceptance of the delivery by **SPMI** and the obligation to pay the **Supplier**. It takes place at the Site indicated in the Order. A qualitative and quantitative check is then performed. If **SPMI** reports any non-compliance, the **Supplier** must take all the necessary measures at its own expense to remove the refused products within a maximum period of **15** working days from the notification of refusal, taking into account the business hours of the factories.

5. : **BILLING AND PAYMENT**

All invoices must be prepared in PDF format and emailed to ser.finance@SPMI.fr for each Order, and they must include the Order number.

Unless otherwise stipulated, invoices are to be paid within **45 days** end of month, by means of bank transfer.

The **Supplier** expressly authorizes **SPMI** to offset any sums due by **SPMI** or any assignee of the invoices vis-à-vis any sums owed by the **Supplier**, in any capacity whatsoever.

Orders do not give rise to any systematic payment of advances (neither deposits nor down payments), unless expressly stipulated in the Order or in the special terms and conditions.

In the event that penalties may be applied by the **Supplier** for late payment, such penalties shall be limited to an amount equivalent to that which would result from applying a rate equal to three times the legal interest rate.

6. : QUALITY ASSURANCE

The **Supplier** undertakes to prove the acquisition of a civil liability insurance policy covering all material and bodily damages. To this end, it will provide **SPMI** with civil and professional insurance certificates at its first request. The issuance of the aforementioned insurance certificates does not in any way constitute **SPMI**'s recognition of limitations of the **Supplier**'s liability towards the former.

At **SPMI**'s request, the **Supplier** undertakes to provide the former with all of the necessary elements to enable it to identify the origin, place, and date of manufacture of the Supplies or components thereof, as well as the quality controls carried out and the series or lot numbers.

7. : RESPONSABILITIES OF THE SUPPLIER

The **Supplier** undertakes to fully comply with the obligations stipulated in the technical specifications or in the product or packaging specifications contained in the Order. Subcontracting all or part of the Order must first receive the prior written consent of **SPMI**. Furthermore, the **Supplier** undertakes to ensure that these General Terms and Conditions are respected by any approved subcontractors. Likewise, it may not modify its manufacturing process and/or the production site without the prior agreement of **SPMI**. The **Supplier** may not make any changes to the products, and in particular changes involving the components, dimensions, appearance, or the process or place of manufacture without prior written validation from **SPMI**.

The **Supplier** guarantees that the products or packaging it delivers will be free from any defects or contamination of any kind. This does not in any way exclude liability for latent defects which shall remain the responsibility of the **Supplier** (Art. 1641 et seq. of the French Civil Code). The **Supplier** undertakes to comply with the legal and regulatory obligations in force concerning the packaging and labelling of the materials or packages delivered under the Order. It will also inform **SPMI** of any special storage conditions necessary for their proper preservation.

8. : WARRANTY

The **Supplier** guarantees that the Supplies will comply with the description, specifications, or samples mentioned in the contractual documents. The compliance of the delivered Supplies also includes the requested quantities, as well as respect for the origin of the products as defined in the specifications and/or the purchase order, which may therefore be subject to reservations and result in the application of the foregoing provisions.

Regardless of any special terms and conditions specified in the Order, the **Supplier** - as part of the guarantee associated with the Supplies and in the event of any defects or shortcomings - must ensure the replacement or repair thereof at no additional cost to **SPMI**, and with the prior written consent of the latter. Failing replacement or repair within 8 business days from **SPMI**'s request, **SPMI** may replace the **Supplier** with a Third Party of its choosing in order to carry out the necessary operations. In all such cases, the **Supplier** will be liable for any repair or replacement costs, and in particular travel, labour, and transportation costs. **SPMI** reserves the right to cancel or reduce pending orders if the **Supplier** refuses or is unable to fulfill its technical or commercial obligations in accordance with the terms and conditions established in the corresponding Order.

9. : INDUSTRIAL PROPERTY

With regard to patents or licenses, any amounts owed for the raw materials and packaging used shall be the exclusive responsibility of the **Supplier**.

The **Supplier** guarantees that the use of the ordered Supplies does not infringe upon the rights of Third Parties and that there are no pending disputes in this regard.

If necessary, it will reimburse any sums needed to counteract claims or legal actions made against **SPMI**.

10. : CONFIDENTIALITY

In general, the **Supplier** is required to comply with the obligation of “Professional Secrecy” and must therefore refrain from disclosing to anyone all or part of the technical and commercial information relating **SPMI**'s activities which it collects during the execution of an Order, without the prior written consent of **SPMI**.

11. : APPLICABLE LAW – JURISDICTION

The Agreement and the Orders are expressly governed by French law and more specifically by the Law defined in accordance with the provisions of Article 3 of the Rome Convention of 19 June 1980. For any disputes relating to or resulting from the interpretation or execution of the various provisions of the Agreement or the Order and/or the consequences thereof, if not amicably resolved between the Parties, may be brought exclusively before the court located in Nanterre (France).

<u>For the Supplier:</u> NAME AND POSITION OF THE SIGNATORY: DATE: SIGNATURE: (STAMP)	<u>For SPMI:</u> NAME AND POSITION OF THE SIGNATORY: DATE: SIGNATURE: (STAMP)
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Document issued on 2 copies, one for the Supplier and the other for SPMI.