

## General Terms and Conditions of Purchase – ECE COGEMACOUSTIC®

### 1 - Scope of application and validity

These General Terms and Conditions of Purchase (GCP) shall apply to all orders issued by ECE COGEMACOUSTIC® ("the Client"). However, they shall not apply where contrary provisions have been agreed in a different agreement signed by the Client and the Supplier.

### 2 - Placing of orders

The order shall bind the Client only if it is signed by a representative of the Client duly authorized to issue orders. Orders placed orally or by telephone shall only be valid when confirmed in writing. Every order must be accepted within a maximum period of five (5) days as from the date of sending, failing which the order may be cancelled by the Client without being required to provide a reason. Acceptance of an order or the start of performance of an order by the service provider must be considered as acceptance by the Supplier of said order and of the GCP as well as of the clauses and special conditions contained in the purchase order; or, where applicable, in the agreement referring to the GCP. If the Supplier accepts the order with reservations, it must inform the Client within a period of five (5) days following receipt of the order in a separate written document. In this case, the Client shall no longer be bound by said order, unless it confirms acceptance of said changes in writing.

### 3 - Price and invoicing

The prices set out in the order or in the agreement referring to the GCP are considered final and not revisable and are understood as including all costs. The Supplier's invoices must reproduce the mandatory legal indications and the information requested by the Client, the Client's purchase order number and its reference, and shall be sent to the billing address indicated by the Client. Payments shall be made in accordance with the indications on the purchase order, or failing such, within forty-five (45) days end of month from issuance of the invoice; save for legal provisions providing for a shorter period. In case of late payment, the Supplier shall apply default interest that cannot exceed three times the legal interest rate. Furthermore, if the order is governed by French law, a fixed recovery indemnity of €40 shall be applied.

### 4 - Receipt

The Supplier undertakes to deliver the Products and/or Services at the places, dates and times indicated on the purchase order and during the opening hours of the reception department. Any merchandise that is not the subject of a purchase order may be refused. Each delivery must be accompanied by a delivery slip with the number of our order and indication of our reference. In case of on-site provision of service, the Supplier shall comply with the Client's rules and security measures applying to external companies intervening on the Client's site.

In case of reservations made by the Client, the Supplier may travel to the site to examine the condition of Products or the non-compliance of services provided. The Supplier must rectify any contractual breaches observed without undue delay and if after fifteen (15) days, the defects observed have not been rectified, the Client reserves the right to reject the products. In this case, the price will not be owed and any deposits collected must be refunded to the Client as soon as possible. In case of early receipt attributable to the Supplier, the invoice shall nonetheless be established on the date initially planned for delivery.

### 5 - Transfer of ownership and transfer of risk

Transfer of ownership and of risk shall occur on receipt of the goods by the Client.

### 6 - Deadlines and penalties

The deadlines agreed between the Parties shall run as from the date on which the order is placed by the Client and their observance is an essential clause for the Buyer without which it would not have entered into the contract. Acceptance of the order implies acceptance of the deadlines. These deadlines are imperative and cannot be changed without the prior written agreement of the Client.

Unless otherwise specified on the purchase order or in the agreement referring to the GCP, the deadlines indicated are for merchandise delivered to our Factory.

The Client reserves the right to refuse any early delivery and, in any case, the invoice must be issued on the date of delivery initially planned.

The Supplier must immediately inform the Client in writing of any foreseeable delay relating to contractual deadlines, and of the measures taken to rectify such a delay; any resulting additional expenses, excluding in cases of force majeure, shall be borne by the Supplier.

In case of non-observance of contractual deadlines, the Client reserves the right (i) to apply as of right and without prior notice, unless otherwise agreed in a document signed by the Parties, late payment penalties equal to 0.5% of the price of the order Excl. Tax. per calendar day of delay, with such penalties being capped at 15% of the amount of the order Excl. Tax. and/or (ii) to terminate the order as of right and by exception to Article 11 "Termination" by mere notification as from the 1st day of delay and without prejudice to its right to be compensated for any resulting damage.

### 7 - Warranty

The Supplier shall only supply Products and Services that are exempt from any apparent and/or latent defects, and which comply with applicable regulations, with rules and good practice in the industry, with the state of the art and with normal use, reliability and lifespan requirements as well as with the normal purpose of the Product or Service. Failing special conditions specified in the order and without prejudice to more binding legal provisions,

the Supplier guarantees the conformity of Products and Services with the Client's requirements, the good performance and proper operation of the Products for a period of twelve (12) months as from receipt. It also guarantees that it will replace at its own expense, at the Client's choice, any defects, shortcomings or non-conformities of the Products and Services, observed during this period, and shall hold the Client harmless for any resulting damage. In case of repair or replacement of any good, a new warranty period of twelve (12) months shall run for said good as from first operation of the replaced or repaired good. In case of extreme urgency, the Client is entitled to repair or replace the Good itself, without prejudice to the abovementioned obligations of the Supplier.

Any expenses or charges incurred as part of the implementation of such warranties shall be borne by the Supplier.

### **8 - Regulatory Compliance**

The Products and services delivered must meet legal and regulatory requirements in force, in the country for which they are intended, as well as community and international requirements. For all deliveries of hazardous Products, the safety data sheet must be provided in accordance with national regulations. Any documents and certificates (including material certificates) shall be delivered at the same time as the order and are an integral part of said order.

### **9 - Confidentiality**

All information of any nature, whether commercial or technical, disclosed between the Parties upon placing the order or during its performance, shall remain the exclusive ownership of the disclosing Party. The Party receiving information agrees to observe the strict confidentiality of such information for five (5) years after the date of the order, and to provide said information only to employees who require such knowledge to perform the order and who are required to respect their confidentiality and not disclose such information in any case to any third Parties without having received the prior written authorisation of the disclosing Party.

### **10 - Liability & Insurance**

The Supplier shall retain authority and control over all of its agents, including in cases in which they are required to intervene on the worksite or on the Client's site.

The Supplier agrees to take out, both on its behalf and on behalf of its potential subcontractors, insurance with a company known to be solvent, covering the financial consequences of its civil liability or that of its potential subcontractors for physical injury, material and immaterial damage, whatever their origin, caused to the Client and to any third party, during and after performance of the order.

### **11 - Termination**

In case of non-observance by the Supplier of one of the obligations herein, not rectified within ten (10) days following formal notice sent by registered letter by the Client, the Client may terminate the order as of right, without prejudice to any damages that it may claim.

In addition, subject to applicable imperative laws on the matter, the Client may (i) terminate as of right the order in case of bankruptcy, dissolution or seizure of the assets of the Supplier, or (ii) terminate at any time, unilaterally and as of right, any order placed but not yet performed, without formalities or the prior intervention of the courts.

The performance or the termination of the order does not put an end to the obligations which continue by their very nature, including warranties, regulatory compliance, intellectual property and confidentiality.

### **12 - Subcontracting**

The Supplier is sole responsible for the proper performance of the orders. The Supplier may only entrust all or part of the performance of the order to third parties with the prior written agreement of the Client. The Supplier receiving such authorisation and having recourse to subcontractors does so under its own responsibility. Subcontracting does not release it from compliance with its obligations which it also has such third parties perform.

### **13 - Force Majeure**

Cases of force majeure are events that cannot reasonably be foreseen and that are irresistible, preventing a party from performing its obligations. In case of force majeure, the obligations of the Party affected by a case of force majeure shall initially be suspended. The affected Party shall promptly inform the other party of the case of force majeure and of its likely duration; it shall be required to take all measures to minimise the effects arising from such a situation. If the case of force majeure persists after a period of fifteen (15) days, without any possibility of remedying the situation, the other Party may terminate the order, without damages being owed by either Party.

### **14 - Applicable Law & Jurisdiction**

Orders shall be governed and interpreted in accordance with French law, expressly excluding the Vienna Convention on Contracts for the International Sale of Goods.

Failing amicable resolution, any dispute concerning the formation, the performance and the end of contractual obligations shall fall under the exclusive jurisdiction of the Commercial Court of Limoges.

However, the parties may mutually agree, before referral to the court, to resort to mediation.

### **15 - Various provisions**

Nullity of a clause shall not entail the nullity of these GCP and the Parties shall endeavour to replace such a clause by a valid clause with equivalent economic effect.

Non-exercise or delay in the exercise of a right or remedy by one of the Parties does not constitute a waiver of the right or remedy in question and does not constitute a waiver of any other rights or remedies.