

**§ 1 General provisions**

The following General Purchasing Conditions (the French abbreviation form is « CGA ») apply to all orders and/ or delivery programs from the AdduXi logistics or purchasing department (hereafter named 'Purchaser') to its suppliers, including its sub-contractors (hereafter named 'Supplier').

Unless otherwise agreed with the AdduXi purchasing department, the following « C.G.A. » applies to all AdduXi purchasing, such as tooling, mould, equipment, parts, raw materials, or services. These purchasing conditions apply even if opposite stipulations are mentioned in the supplier's sales conditions.

The execution of the order implies agreement with these conditions and means that the supplier renounces its own general sales conditions.

Modifications to these purchasing conditions can only be effective if AdduXi has given a written agreement.

**§ 2 Orders**

**(1) Order form**

The Products can only be ordered on an Order Form, and can only be "Firm Orders". The orders, contracts and delivery schedules, and the possible modifications must be in a written form. They can also be made by computerised data transfers or by fax.

An amendment is automatically made when the order is modified. The changes or added lines are written in bold type in the new version of the order.

All reserves and restrictions, expressed by the supplier, can only be effective with a written agreement from AdduXi. They have to be made before delivery of goods.

**(2) Acceptance of the « C.G.A. »**

The « C.G.A. » are considered as accepted upon reception of the confirming order from the supplier. This confirming order has to be sent to the department (Logistics or Purchasing) which raised the order. It can be sent by post, fax or other electronic means of communication, within eight working days of the date of order. After this deadline, the Order and its execution are considered as undertaken in agreement with these Conditions. No reservation can be considered as accepted without an agreement from the purchaser or the quality department (in case of quality problems).

**§ 3 Tools**

The tools, which are paid for total or partially by AdduXi, can only be used for the production of AdduXi orders, except as otherwise stated.

The storage, maintenance and cleaning of the tools are the responsibility of the supplier (risks according to French common law, article 1927 and the following).

**§ 4 Supplying**

**(1) Supplies provided by the purchaser:**

(1.1) The supplier has to manage the stock level of the parts in storage, and must be able at any time to justify the management of the supplies entrusted.

(1.2) Upon request by AdduXi, the supplier must be able to establish a stock card, summarizing the supplies that it has.

(1.3) The supplier must be able to return to AdduXi, per material batch, per manufacturing serial number, the surplus, material scraps, etc ..., which always remain the property of AdduXi.

(1.4) AdduXi entrusts the products supplied to its supplier, according to Article 1921 of the common law. The supplier remains responsible for the protection and storage of supplies provided by AdduXi, and is also responsible for their identification until delivery. The supplier agrees to ensure their safety and maintenance with all possible means at its disposal.

**(2) Supplies provided by the supplier:**

The supplies necessary (services or supplies) must be provided by an authorized dealer validated by AdduXi, after release of its agreement by the AdduXi quality department. This supplier must give the Purchaser all documents relating to the origin, the quality and the additional tests carried out by itself or an accredited agency.

The supplier certifies that all its supplies respect French and European legislation.

In case of disruption in supplies, whatever the reasons are, the supplier has to inform AdduXi in advance, and must provide an action plan in order to restart the delivery in the shortest time possible. Beforehand, advance warning is compulsory, in order to give AdduXi time to make arrangements with its final customer.

**§ 5 Deliveries**

(1) The deliveries are carried out, except as otherwise stated, according to the orders or delivery note, established by AdduXi for each supplied product.

(2) The respect of deadline is compulsory. AdduXi and the supplier undertake to inform each other about all circumstances that can affect the delivery dates.

(3) AdduXi can reject Parts, by letter, fax or any other electronic means, in case of non-compliance with the Order or the documents.

(4) All the rejected parts will be returned to the supplier. It will pay all the cost and be responsible for the potential damage.

(5) Except if otherwise mentioned in the purchasing order, the Products remain the responsibility of the supplier until total delivery of the order. AdduXi will be considered the owner of the good after the delivery and the release acceptance from the AdduXi quality department.

**§ 6 Documentation given by AdduXi to the supplier**

(1) The supplier must comply with professional confidentiality. Any information, of whatever nature, communicated by AdduXi must be treated as confidential. The supplier must, in particular, take all necessary measures to ensure that any specifications, formulae, drawings and plans relating to our orders are not communicated or disclosed to third parties, or permanent or occasional representatives, suppliers or sub-contractors. The supplier cannot, without AdduXi agreement, communicate, reproduce or send them to a third party; neither use them for another purpose than the execution of AdduXi orders.

However the supplier can transmit to its own suppliers and sub-contractors AdduXi documentation, requested for the execution of the orders. The sub-suppliers must respect the engagements expressed in this present paragraph. The documentation has to be returned to the purchaser, at its request, after the execution of the order.

(2) The supplier is responsible for respecting the applicable standards, published by official institutions, such as the standard organisations AFNOR, ATA, ISO et DIN, etc... The standards are not communicated by AdduXi. They are to be research directly by the supplier.

**§ 7 Quality and regulation**

(1) The supplier is responsible for the quality of the delivered parts. It has to organise a system to ensure and to manage the quality of the products, according to the methods and criteria defined in the technical documentation, standards and requirements. The supplier has to become acquainted with the requirements before ordering.

(2) Neither the audits, neither the inspection nor the tests carried out on the Products, nor the release by AdduXi of the PPAP, can reduce or free the supplier from its responsibility.

(3) The supplier commits to respect the standards and the AdduXi assurance quality matrix, which were given to it and which it agreed to.

(4) The modification of a product or a process is strictly forbidden without a written agreement from AdduXi.

**§ 8 Packaging**

(1) The goods have to be delivered and packed so that they cannot be damaged or spoiled during transport or handling.

(2) The products must be identified in such a way that the delivery note number, the reference of the product, the quantity, the batch number and the order number are mentioned.

# AdduXi S.A.S. General Purchasing Conditions (« C.G.A. »)

## § 9 Price, Invoicing, payment conditions

(1) Unless otherwise stipulated in the order, the prices shall be firm, non-revisable prices and shall be considered 'delivery duty paid' (DDP), whereby the seller pay all transportation and unloading costs, customs duties and taxes up to the entry into our premises, as well as the insurance and risks up to the definitive receipt of goods by AdduXi. The price cannot be modified without the agreement between the two parties.

(2) The invoice must comply with all legal and regulatory obligations. In addition, it must include all of the details given in the order and also the date and number of the delivery note, allowing the identification and the control of the Products and Equipment. The invoice must be sent to the billing address detailed on the purchase order.

Unless otherwise stipulated in the order, the invoices shall be paid 60 Days from the end of the month of invoicing, on the 10th of the following month.

## § 10 Intellectual and industrial property rights

(1) Studies, projects, prototypes, tools and documents carried out or drawn up by the supplier are the property of AdduXi. The supplier cannot claim the right to any intellectual property or processes developed for our products. In the case where AdduXi accepts that the supplier patented a new technology in the development of AdduXi products, for example, it must give a free-licence to AdduXi to use it.

(2) The supplier shall be personally responsible for the validity of its industrial and intellectual property rights for the manufacture and commercialisation of the Products and equipment. It shall guarantee to protect AdduXi from any claims by third parties with regard to industrial property for the items that it has delivered to us and undertakes to stand in for AdduXi in the event of any legal proceedings.

## § 11 Guarantee and Responsibility

(1) The supplier ensures that delivered Products respect the requirements, contractual specifications and also the legal prescriptions and regulations in force.

(2) The supplier ensures that the delivered Products are new, in good quality, without latent raw materials, conception or manufacturing defects.

(3) The supplier is responsible for the defects or latent defects in its Products, according to the law in force. It will guarantee AdduXi against any complaint, that can be expressed and guarantees AdduXi against any prejudicial consequences, direct or indirect, than can occur.

(4) The supplier has to inform AdduXi as soon as possible, when it detect itself a defect in its Products, in order to decrease the impact of such a defect. The supplier ensures AdduXi that its civil liability covers such an event.

## § 12 Insurance

### (1) Damage of AdduXi goods

The documentation, tooling or supplies owed by AdduXi, are the responsibility of the supplier, who has to provide itself with insurance, to cover destruction, fire, risk or any other event. The supplier shall be able to prove to AdduXi, that it has subscribed to such insurance.

### (2) Civil liability of the Product

AdduXi or its insurance company can take proceedings against the supplier, after an accident, which results from a defect for which the supplier is responsible. The supplier must prove it has a Civil Product liability.

## § 13 Sub-contracting

(1) The supplier is not allowed to sub-contract its work without prior written agreement from AdduXi.

(2) In the case of agreed sub-contracting work, the supplier will still remain solely responsible to AdduXi.

## § 14 Environment

(1) The products have to be manufactured in agreement with the laws, rules and norms in force in the European Union, regarding safety and environmental protection.

(2) During the design of the product or the packaging, or during the choice of materials, the supplier commits itself to take all the necessary measures in order to satisfy the legal requirements for safety and environmental protection.

(3) The supplier commits to authorize AdduXi to carry out, in its premises, any audit, relating to fire and environmental protection. This audit does not release the supplier from its obligations and its responsibility.

## § 15 Collectives procedures Compulsory liquidation

(1) The supplier commits itself to inform AdduXi immediately in case of liquidation procedures, concerning itself, such as recovery or compulsory liquidation or any other equivalent situation.

(2) In case of compulsory liquidation, the supplier commits to give back to AdduXi any tooling, documents and the overall monitoring documents, concerning all AdduXi products.

## § 16 Cancellation clause

(1) In case of default of its contractual obligations, AdduXi is able, after having not received any reply to a register letter with acknowledgement, to cancel its order. If the supplier does not give any answer to the registered letter, within 1 month, AdduXi cancellation occurs without any consequences.

(2) After cancellation of the order, the supplier has to continue to ensure the security of the AdduXi equipment, until written instructions from AdduXi.

## § 17 Intuitu personae

(1) The agreement between AdduXi and its supplier cannot be ceded to a third party, without written prior agreement from AdduXi. AdduXi can cancel, ipso jure, without notice, these agreements, in the case of a breach of this obligation.

## § 18 Applicable Law

(1) Our general purchasing conditions are governed by French law. The Vienna convention cannot be executed in that case. Any disputes with regard to the interpretation and/or the fulfilment of our orders will come under the exclusive jurisdiction of the Bourg-en-Bresse Tribunal de Commerce (Commercial Court).