

# GENERAL CONDITIONS OF PURCHASE

## ARTICLE 1 – SCOPE

These General Conditions of Purchase constitute the purchase proposal of REPACK-S (hereinafter referred to as "the Buyer") from its Suppliers.

These General Conditions of Purchase apply to any order of goods and or services placed (hereinafter referred to as "Product") from the Supplier.

The term "Product" means the object of the order whether it is items, raw materials, subcontracting services or any other services defined in the Order.

The term "Supplier" means any legal entity or individual contractually agreeing to supply the designated Product to the Buyer.

"Order" means the Purchase Order and any attachments thereto.

These General Conditions of Purchase are an integral part of each Order and supersede conditions of sale of Suppliers.

The outcome of the commercial negotiation will, where appropriate, lead to the establishment of specific conditions of sale and purchase between the parties. However, no change to the general or special conditions may be taken into account if it has not been the subject of an endorsement or an addendum hereto on the Purchase Order, and will only be valid for the Order relating thereto.

## ARTICLE 2 - ORDER

**2.1/** All purchases made by the Buyer are necessarily the subject of an Order.

Orders must include an item code, description, quantity, price, delivery time, payment method and name.

Orders placed by telephone are only valid after written confirmation from the Buyer.

**2.2/** The Supplier must acknowledge receipt of the Order, irrespective of the method and medium of dispatch of the Order.

If the Supplier does not confirm the order within 48 hours, the Buyer reserves the right to cancel the Order concerned.

Nevertheless:

- Without the return of the signed acknowledgment of receipt within eight (8) days from the date of the sending by email of the Order, the Order is considered to be accepted without reservation,
- Any commencement of performance of the Order by the Supplier and/or receipt of a deposit implies acceptance, without reservation, of all the terms of the Order, including these General Conditions of Purchase.

**2.3/** Acceptance of the Order constitutes acknowledgment by the Supplier of having received from the Buyer all the information necessary for its proper performance.

**2.4/** Any modification proposed by the supplier on one of the elements of the order shall only engage the Buyer after its written agreement and shall be the subject of a modification of the Order.

**2.5/** in the event of partial or total failure by the Supplier of any of the obligations incumbent upon it under the Order after formal notice served by any means whatsoever and left without effect after the time limit, the Buyer may, without prejudice to damages which it may claim, cancel the Order in whole or in part without compensation to the Supplier.

**2.6/** Any invoice or delivery for which the Supplier is not in possession of an order may be refused.

### **ARTICLE 3 – DETERMINATION OF THE PURPOSE**

The purpose of the Order is defined by the order sent by the Buyer and its annexes, technical documents, plan, specifications, functional specifications, etc.

The Supplier agrees to give the Buyer all regulatory documents and essential documents for the proper use of the product, such as, in particular, the control plan for parts, material data sheet, safety data sheet, notice, certificate of compliance, etc. The product shall not be deemed to be delivered within the meaning of article 7 until all the above documents and all other documents stipulated in the order have been delivered to the Buyer.

More generally, the Supplier is required to inform the Buyer about its product, including before delivery or when the service is performed.

### **ARTICLE 4 – CONFIDENTIALITY-PUBLICITY**

The Supplier shall keep secret all information it has received in connection with each Order, including its contractual relationship with REPACK-S, whose name it may not use, unless the Buyer has agreed to this in writing in advance.

It is prohibited to disclose and/or use this information in any form for purposes other than the performance of the Order.

All documents communicated by the Buyer remain the property of the Buyer and must be returned to it after the Order has been performed or at its request.

Any breach of this commitment by the Supplier may result in the full termination of the Order, at the request of the Buyer, without prejudice to any damages.

This confidentiality obligation will be effective from the time of the Order and will remain in effect for the next 10 (ten) years.

The Supplier may not make carry out distribution or publicity relating to the Order without the prior agreement of the Buyer.

### **ARTICLE 5 - COMPLIANCE**

The Supplier agrees to respect the technical specifications communicated by the Buyer which are imperative and shall not make any modifications (changes to processes, products, or services, including changes of their external providers or location of manufacture) to them without the express prior written consent of a person authorised by the latter. It agrees to deliver a product that conforms to the Order and all documents referenced therein. The Product must meet the usual quality criteria, the state of the art, as well as the standards and regulations in force.

In particular, the Supplier agrees to comply, with regard to the elements transmitted by the Buyer, to :

- Implement a quality management system;
- Control design and development;
- Identify special requirements, critical items, or key characteristics;
- Provide test specimens for design approval, inspection/verification, investigation or auditing if required or necessary;
- Prevent the use of counterfeit parts;
- Ensuring that persons, who are involved in the Order, are aware of their contribution to product or service conformity, to product safety and the importance of ethical behaviour;
- Retain documented information, including retention periods and disposition requirements;

All Products must comply with Directive RoHS 2011/65/EU and the EC REACH Directive no. 1907/2006. The Supplier agrees to communicate, without delay, any supporting documents, certificates, documents or information relating thereto. The Supplier shall inform the Buyer without delay of the presence of hazardous substances in the Product supplied to the Buyer beyond the limits permissible under REACH and RoHS. In addition, it will spontaneously and without prior request from the Buyer provide Safety Data Sheets (SDS) as appropriate.

In general, the Buyer agrees to comply with the provisions of the Environmental Code and the European environmental regulations, in particular for the use of nanomaterials, hazardous chemicals and biocidal products.

The Supplier agrees to alert the Buyer of any difficulties of any kind which have the effect of preventing the proper performance of the Order, in terms of quantity, time and quality.

The Supplier is required to provide advice. In particular, it shall verify the indications appearing on the documents communicated by the Buyer and transmit in writing any anomalies, non-compliances or other that it may find, and suggest to the Buyer any modifications which might improve the Product.

The Buyer shall notify its acceptance or refusal of the Supplier's proposals in order to remedy any difficulties to which it has been alerted.

The Supplier agrees to carry out, before any shipment, quality checks on the Product, as specified in the order where appropriate, which it manufactures for the benefit of the Buyer. Therefore, the Supplier shall :

- be able to provide proof that the people who carried out the release are qualified for this operation;
- carry out tests, inspections and verification (including production process verification);
- use statistical techniques for product acceptance and related instructions for acceptance by the organization;

The completion of the checks by the Supplier shall not release it from its responsibility and shall not constitute acceptance of the Product.

In addition, the Supplier will be considered fully liable to the Buyer for all the harmful consequences of any qualitative or quantitative defect in compliance affecting the Product and will therefore fully indemnify the Buyer for any damages that may result.

The Product which does not satisfy all the requirements required by the Buyer shall be considered non-compliant and shall be returned to the Supplier under the conditions set out below.

The Supplier undertakes to allow the right of access by the organization, their customers and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. Verification or validation activities carried out by the Buyer or customer's Buyer in Supplier premises do not release the Supplier from its control activities.

The Supplier will be evaluated annually with regard to mainly two indicators :

- on-time delivery performance
- Orders conformity

## **ARTICLE 6 – MATERIALS AND TOOLING FOR THE MANUFACTURE OF PRODUCTS**

In the event that for the purposes of the manufacture of the Product, the Buyer shall make available to the Supplier components, materials and/or tools, these shall be delivered at the exclusive expense of the Buyer and under the sole responsibility of the Supplier, subject to the application of any incoterm to the contrary.

The components, materials and/or tooling provided by the Buyer, for the sole purpose of the manufacture of the Product, are and remain its exclusive property.

The tools produced at the expense of the Buyer to perform the Order are also the exclusive property of the Buyer. The Supplier shall be required to affix a plate on the tooling in the name of the Buyer and shall be obliged to notify the latter of any threat or infringement of its rights, including any seizure, retention or enforcement action.

The Supplier agrees to purchase insurance covering the risks of loss, total or partial destruction of the components, materials and tools belonging to the Buyer and to justify this to the Buyer on first request.

In the event of theft or destruction, these will be reimbursed by the Supplier at their purchase value by the Buyer.

In the event of termination of the relationship between the parties for any reason whatsoever, the Supplier agrees to return the components, materials and/or tools made available to it by the Buyer or produced for the Buyer in perfect condition and at the latter's first request.

In the event that the Supplier has acquired a stock of components or raw material for the purposes of the performance of Orders from the Buyer, the Supplier shall not be entitled to the buyback of such stock by the Buyer in the event of the termination of the relationship between the parties.

## **ARTICLE 7 – DELIVERY/RECEIPT**

### **Delivery**

The quantities indicated on the Order must be respected in full and, the items delivered, packaged in adequate conditions, under the responsibility of the Supplier, who will assume, unless otherwise agreed, the risks of breakage, loss and damage.

The Supplier agrees to implement a packaging and transport policy aimed at minimising its environmental impact (carbon footprint).

If necessary, customs clearance is the responsibility of the Supplier.

Each shipment must be accompanied by a delivery note indicating the order number, date and references, a complete description and the quantities subject to delivery.

When deliveries are made in several instalments, each slip must specify the order number of the delivery (e.g. 1<sup>st</sup>, 2<sup>nd</sup>, nth for the balance).

### **Delivery times**

The delivery times mentioned in the Order, or in any other document, are imperative and are an essential part of the Order.

It is the responsibility of the Supplier to make all arrangements to respect the delivery deadlines, both in respect of the Product itself and for the technical documents, and for the shipping.

Any foreseeable delay must be reported by the Supplier to the Buyer within 15 (fifteen) working days before the originally agreed delivery date.

Such notification shall result, at the option of the Buyer, either in the acceptance of the postponement of the delivery date or in the cancellation of the Order.

Any Order delivered after the scheduled date, without the Buyer being informed of the delay within the period of 15 (fifteen) working days above, shall result in the Buyer's being able to choose from the following:

- the payment by the Supplier of a penalty equal to 2% of the total value of the invoice excluding applicable tax per day of delay. The penalty will be due without notice and will be paid in the form of a credit on the price of the order by the Supplier.

- the cancellation of the order by full right. Without prejudice to the right of the Buyer to obtain the repair of its entire damage, a penalty shall then be payable by the Supplier equal to 10% of the total value of the invoice excluding tax. This allowance shall be invoiced by the Buyer or, in the event that an invoice instalment has been paid, subject to a credit note from the Supplier.

If the performance of the Order is delayed as a result of a force majeure event beyond the legitimate control of the parties, the Buyer shall have the possibility to cancel or suspend without compensation its commitments and to proceed with the purchase of the product from another supplier.

Any Order delivered before the scheduled delivery date, without the express prior agreement of the Buyer, may give rise to the return of the goods by the latter at the expense and risks of the Supplier.

Failure to deliver by the Supplier, in whole or in part, will automatically result in retention of the price by the Buyer, until the complete delivery of the ordered product, or, if the price has already been paid, in whole or in part, an immediate refund of sums paid by the Buyer to the Supplier in this regard.

In addition, the Buyer reserves the right to check at any time the progress of the performance of the Order with the Supplier or its representatives, who, at the request of the Buyer, shall allow the Buyer or one of its representatives to access the offices and workshops, subject to 48 hours' notice. The time limits normally necessary for the conduct of the aforementioned right of verification cannot be invoked by the Supplier as justification for a delay in the performance of the Order.

The Buyer reserves the right to delay the start of the performance, suspend the performance or postpone the delivery date without compensation, depending on the imperatives and the uncertainties of the main Order placed by a third party to the Buyer. In this case, the contractual deadlines will be adjusted at the request of the Buyer.

The Buyer shall inform the Supplier as soon as possible from the moment it becomes aware of the imperatives or uncertainties affecting the delivery date.

The Supplier may not, in the event of a dispute between the parties relating to an order or for any other reason whatsoever, suspend any other supplies, works or other performance of its obligations.

### **Receipt**

Receipt by the Buyer shall be at the place of delivery indicated in the order for the purpose of checking the quality and quantity of the compliance of the delivery with the Order. However, receipt by the Buyer of the delivered product does not prejudice its compliance with all the specifications of the order and with the state of the art.

In case of refusal, the return of the goods will be at the expense and risk of the Supplier.

## **ARTICLE 8 – PAYMENT OF THE PRICE**

The acquisition of the Supplier's Product will take place in accordance with its rates and tariffs, as communicated by the latter.

In no event shall the prices on the Order (which include transport, packing costs and any other costs, fees, risks or charges in connection with the performance of the Order) be altered without the prior formal agreement of the Buyer, or by an amendment to the Order, or by a new order cancelling and replacing the original document, only documents allowing the drawing up of invoices at prices different from the initial prices.

Any additional cost of any kind shall be the subject of a prior written agreement of the Buyer specifically indicated on the Order.

Subject to acceptance of delivery by the Buyer and unless otherwise agreed, the Buyer's orders shall not give rise to any systematic advance or deposit payment and payments shall be made at 60 days from the issue of the invoice or 45 days at the end of the month.

Any change in the price or payment terms of the Supplier shall be communicated to the Buyer by registered letter with request for acknowledgment of receipt at least one month before its date of application and shall only apply to orders placed subsequently. Failing this, the change in the price or terms of sale shall not be applicable to orders placed by the Buyer until one month after it has become aware of it.

Invoices sent in 1 copy to the e-mail address [m-c.gervais@repack-s.com](mailto:m-c.gervais@repack-s.com) must indicate the number and date of the order and specify the taxes charged separately. In the event of non-compliance, it will be returned to the Supplier and the deadline will be deferred, the starting point being the receipt of the corrected invoice, which must be issued in accordance with the rules set out above, within a maximum period of one month from the delivery of the Product.

The settlement of an invoice shall not constitute a waiver by the Buyer of any challenge to the quality or quantity of the corresponding product.

The Supplier expressly agrees to grant the buyer year-end discounts negotiated by common agreement, based on the quantities ordered during the period concerned.

The granting of these year-end discounts will give rise to the establishment and signature of specific conditions.

## **ARTICLE 9 – TRANSFER OF RISKS**

In the absence of any contrary stipulations in the Order, the goods travel at the Supplier's own risk.

## **ARTICLE 10 – RECEIPT**

Unless otherwise stated in the Order, receipt shall always be at the expense and risk of the Supplier at the premises of the Buyer or in any other place designated by it.

No delivery will be accepted outside the agreed date and time.

The Supplier shall notify its Delivery Department and its carriers that, unless agreed in advance, the Buyer does not accept any delivery outside the following days and times:

- Monday to Thursday: 8:30AM – 12:15PM; 1:00PM – 5:00PM
- Friday: 8:30AM – 12:15PM; 1:00PM – 4:00PM

The receipt of the Product shall be evidenced by the marking of the delivery note and the packing slip by the Buyer's authorised person.

The delivery note must allow the identification of the Product and their quantitative and qualitative control.

For the record, the receipt by the Buyer of the delivered product does not prejudice its compliance with all the specifications of the order and with the state of the art.

#### **ARTICLE 11 – TRANSFER OF OWNERSHIP**

The transfer of ownership takes place after receipt at the place of delivery indicated in the order.

Unless expressly agreed by the Buyer, any title retention clause shall be deemed to be unwritten.

#### **ARTICLE 12 – SUPPLIER RESPONSIBILITIES – GUARANTEE**

Without prejudice to the statutory guarantees, the Supplier shall guarantee the Buyer against any defects or faults, apparent or hidden, arising from a design error, a defect in material or workmanship and making the ordered Product unsuitable for its use and purpose, for a period of 24 (twenty-four) months from the delivery of said Product and shall indemnify the Buyer for any material or intangible, direct or indirect damages resulting thereof, including damages of any kind to persons and/or Products.

The Supplier shall therefore, at its own expense, ensure, in the shortest possible time, repairs or replacements of the defective Product or parts that may be necessary.

The replaced or modified Product is covered by a new warranty period of the same duration.

In case of doubt, the Supplier, presumed to be responsible, must first remedy the issues and collect the evidence that could exempt it from its responsibility. It may then present its potential claims to the Buyer.

In the event of a deficiency of the Supplier, the Buyer reserves the right to carry out such compliance itself by any means it deems appropriate, at the expense and risk of the Supplier, 8 (eight) days after formal notice by registered letter with request for acknowledgment of receipt has remained in whole or in part without effect.

It is the responsibility of the Supplier to take out at its own expense the insurance guarantees necessary to cover the Product until its arrival at the place agreed for delivery and the responsibilities incurred by the performance of the Orders for any bodily, material and intangible damage and to justify it to the Buyer, at the first request of the latter.

In addition, the Supplier guarantees the Buyer against any action or claim by a third party based on an industrial or intellectual property right.

The Supplier will deal with any defence proceedings and indemnify the Buyer for any damages and costs that may result from the consequences of such proceedings.

The inspections to which the Buyer may carry out or have carried out, during manufacture, assembly, installation, commissioning or for loading, transport, delivery, handling, storage, cannot engage its responsibility or relieve the Supplier of its own.

#### **ARTICLE 13 – INSURANCE**

The Supplier will have to subscribe and maintain in force an insurance contract covering its civil liability and in particular its civil liability due to non-conforming and/or defective Products.

It agrees to provide proof of this at the first request of the Buyer and of the payment of the corresponding insurance premiums. Failure to justify this to the Buyer shall authorise the Buyer to delay the payment of the invoices presented and/or to cancel the orders in progress, without compensation, after the period of 15 days following its request.

The Supplier will also insure with its own suppliers their warranty regarding liability for defective Products.

These obligations do not relieve the Supplier of its responsibility, and the Supplier shall remain liable for damages which may be attributable to it and the financial consequences of which would not be covered in whole or in part under its insurance guarantees for any reason whatsoever.

#### **ARTICLE 14 - SUBCONTRACTING**

The Supplier may subcontract all or part of its obligations, but only with prior written authorisation from the Buyer.

The Supplier remains solely responsible for the sublet work and supplies. All requirements of the Buyer shall be communicated to the subcontractor for completion of the Order.

The supplier will ensure that the selected contractor works in accordance with the law and meets all legal requirements and regulations.

The monitoring and control of subcontracting (including control of the processes, products and services provided by the selected subcontractor, as an external provider), is carried out by the Supplier, who remains solely responsible for the selected subcontractor and the sole contact for the Buyer.

#### **ARTICLE 15 – ON-SITE INTERVENTIONS**

In the event of intervention(s) on the REPACK-S site, the Supplier is responsible for compliance with all the relevant health, safety and environmental provisions on that site by itself or by its personnel, who remain under its sole responsibility, without being able to claim any compensation whatsoever for this fact.

It is required to enquire about the existence of these provisions before the performance of the Order.

#### **ARTICLE 16 – INTELLECTUAL PROPERTY**

All intellectual property rights relating to the manufacture of the Product, including plans, models, drawings and creations, as well as any other material provided by the Buyer to the Supplier under the specifications or otherwise, shall remain the exclusive property of the Buyer.

Unless otherwise agreed, the Supplier agrees not to provide third parties with samples of the Product manufactured by it, based on the information provided, of the components or materials supplied by the Buyer.

The Supplier shall not assign any rights of reproduction and/or representation in relation to the Supplies made for the benefit of the Buyer to third parties and/or exploit them for personal purposes or for the benefit of third parties.

Any development made to the Product by the Buyer may not be exploited by the Supplier for the benefit of third parties without the prior and express acceptance of the Buyer.

Unless otherwise agreed, the plans, models, drawings and photographs made and the moulds, tooling or other machinery manufactured by the Supplier on behalf of the Buyer shall become the property of the Buyer as they are made and shall not be held in custody by the Supplier, or be seized by a creditor of the Supplier.

The Supplier, as a custodian, agrees to ensure the preservation and individualisation of such moulds, tooling or machines, in particular by affixing a property plate or cold marking bearing the words "property not for seizing", the name of the company REPACK-S and the reference of the part made.

Drawings, moulds, tooling or machinery may not be used by the Supplier in a personal capacity or for a third party without the agreement of the Buyer.

#### **ARTICLE 17 – FORCE MAJEURE**

Cases of force majeure will be dealt with in accordance with the applicable Civil Code provisions.

The party invoking a Force Majeure event will promptly notify the other party of the probable duration of the force majeure case and will be required to make every effort to minimise the consequences.

If force majeure continues for more than three weeks, the Buyer may terminate the order in whole or in part, without obligation to the Supplier for any compensation.

## **ARTICLE 18 – ENVIRONMENT – SOCIAL PROVISIONS – HEALTH AND SAFETY**

The Supplier agrees to comply with the legal provisions in force in particular concerning the environment, social law, health and safety.

Specifically:

- It guarantees that the product sold is carried out in compliance with the legalisation of labour, in particular as regards clandestine labour and child labour.
- It ensures that there is no discrimination in its company or in relation to its subcontractors and suppliers.
- It ensures for all its employees working conditions respecting health and safety at the workplace.
- It agrees to preserve the environment and to reduce the negative impact that its company or its subcontractors/suppliers could have on the environment through both their products and their methods of manufacture.

For this purpose, the Buyer may request from the Supplier any technical and/or legal documentation necessary. Principles of honesty and fairness are the basis of trade relations, and no form of corruption can be tolerated.

The Supplier also agrees to have read the Buyer's Supplier Code of Conduct. As such, it agrees to respect it and to have it applied to its possible subcontractors and suppliers. The Code of Conduct is available on our website **[www.repack-s.com](http://www.repack-s.com)**

The Supplier agrees to maintain this commitment in force for as long as its commercial relations with the Buyer last.

## **ARTICLE 19 - ASSIGNMENT**

The order is not assignable or transferable by the Supplier in whole or in part without the written and express agreement of the Buyer.

The Supplier shall immediately notify the Buyer of any significant change in its legal structure or any change in the control of its share capital.

In this case, the Buyer may invoke the termination of the contract.

## **ARTICLE 20 – INDEPENDENCE OF CLAUSES**

The provisions of these General Conditions of Purchase are independent of each other.

If any of the provisions of the General Conditions of Purchase are cancelled in whole or in part, the validity of the remaining provisions will not be affected.

The failure of the Buyer to exercise any right or option conferred upon it by these General Conditions of Purchase shall not be deemed to be a definitive waiver of the exercise of that right or option.

The fact that the Buyer does not sanction a breach by the Supplier of one or more clauses of the General Conditions of Purchase does not amount to a tacit waiver of its right to sanction the infringements committed.

## **ARTICLE 21 – COMPETENT JURISDICTION AND APPLICABLE LAW**

The relations between the parties are governed by French law.

Unless otherwise agreed, all disputes relating to the orders of the Buyer shall be within the exclusive jurisdiction of the Commercial Court of CHALON SUR SAONE, notwithstanding any contrary provisions of the General Conditions of Sale of the Supplier, or of any of its commercial documents (delivery note or invoice, in particular).

Acceptance of the Order by the Supplier implies its adherence to these General Conditions of Purchase and to the special conditions unless they have been subject to written reservations formally accepted by the Buyer.